

CONTRACT FOR WORK AND SERVICES [WERKVERTRAG]

between

Max Planck Society for the Advancement of Science e. V.
(registered in the register of association of Berlin)

– hereinafter referred to as the “**MPG**” –

here represented by its Managing Director Prof. Caroline Rowland

acting for

Max Planck Institute for Psycholinguistics
Wundtlaan 1
6525 XD Nijmegen
The Netherlands

– hereinafter referred to as “**MPI**” –

– MPG and MPI hereinafter collectively referred to as the “**Client**” –

and

[Fill in Client's information]

[Address Client]

[Country Client]

represented by [Name and Titel Client's representor]

– hereinafter referred to as the “**Contractor**” –

– the Client and the Contractor hereinafter collectively also referred to as the “**Parties**” –

hereby enter into the following Contract:

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Preamble

The Max Planck Society for the Advancement of Science (MPG) conducts basic research in the natural sciences, biology science, life sciences, humanities and social sciences at currently 86 Max Planck Institutes and research institutions. It is a non-profit organization under private law in the form of a registered association ("eingetragener Verein – e.V."). The MPG is financed by public funds from the federal and state governments and is therefore a public contracting authority in accordance with Section 99 of the German Act against Restraints of Competition (Gesetz gegen Wettbewerbsbeschränkungen - GWB).

MPI conducts basic research in the field of how we produce and understand language, and how we acquire these skills as first or second language learners.

MPI's Multi Modal Language Department conducts basic research in the field of aiming to understand how visual features of language, along with speech or in sign languages, constitute a fundamental aspect of the human language capacity, contributing to its unique flexible and adaptive nature.

Within the scope of the new establishment and development of the department, new scientific equipment is needed to be able to achieve the scientific goals.

This contract is concluded on the basis of the 'European tender' procedure in accordance with the public procedure for the supply of a virtual reality laboratory with Tender number TN551917.

Now, therefore, the Parties hereby enter into the following Contract:

§ 1

Object and basis of contract

- (1) The object of this Contract is the dimensioning, design, production, delivery, installation, CE certification and CE marking, instruction and training, etc., post-acceptance maintenance, including manufacture to a level ready for acceptance and passing of a new VR-Lab, in accordance with the specifications set out in **Annex 1** (hereinafter collectively referred to as the "**Works**"). These Works constitute principal performance obligations under the Contract.
- (2) The following documents form part of the Contract and are the basis for its performance. In the event of any conflict between them, they shall take precedence in the order in which they are listed herebelow:
 - (2.1) this Contract document;
 - (2.2) the Annexes:

Annex 1	Specification VR-Lab (User Requirements Specification – URS)
Annex 2	Contact Person(s);
Annex 3	Milestone Plan and Schedule
Annex 4	Price Sheet
Annex 5	Acceptance Test/ Acceptance form
Annex 6	Contractor's Offer [date]
Annex 7	Advance Payment Guarantee; Bank guarantee
Annex 8	License Terms Software;
Annex 9	Data Processing Agreement according to Art. 28 GDPR including Annex "Technical and Organizational Measures" according to Art. 32 GDPR; (already available)
Annex 10	Maintenance Contract
- (2.3) MPG's "Supplementary Contractual Terms" as available for download at <https://www.mpg.de/de/einkauf/zusaetzliche-vertragsbedingungen>;

- (2.4) the “General Terms of Contract for the Provision of Supplies and Services“ [*Allgemeine Vertragsbedingungen für die Ausführung von Leistungen – VOL/B*] as in force at the date this Contract is signed;
- (2.5) all applicable statutory provisions, in particular those of the German Civil Code [*Bürgerliches Gesetzbuch – BGB*].
- (3) Other provisions, in particular any standard terms and conditions of the Contractor, shall not apply, even if the Client does not specifically object to their application.

§ 2 Performance of works/services

- (1) The Contractor undertakes to perform the Works taking into account the Milestone Plan and Schedule attached hereto as **Annex 3** and to meet the specifications/provide the functionalities agreed under **Annex 1** and any guaranteed qualities. For the purchase of software § 13 applies.
- (2) Delivery shall be made under the terms of DDP, MPI Nijmegen, Wundtlaan 1, VR-Lab room, 6525 XD Nijmegen, The Netherlands, Incoterms® 2020, unless otherwise stipulated in this Contract. In particular, the transfer of risk shall be governed solely by § 7.
- (3) The Contractor shall coordinate the performance of the Works with the Client on an ongoing basis.
- (4) If the Client has a proper reason for doing so, it shall have the right to instruct the Contractor to vary the Works. The Contractor shall agree to such variations if they constitute a reasonable burden for the Contractor. The Contractor shall inform the Client of the technical, cost and time implications of any such variation requests in writing (text form being sufficient) within 10 business days. If the Contractor is not able to assess these implications or unable to assess them to a sufficient level of accuracy, it shall inform the Client of this fact within the said time limit, giving the reasons why it is unable to do so. In the case of variations, the Parties shall mutually agree an addendum to this Contract to document them. Apart from that, Sec. 2 No. 2 *VOL/B* (as amended 2003) shall apply.
- (5) The Client shall have the right to follow the progress of the works and to inform itself of their status in accordance with Sec. 4 No. 2 *VOL/B* (as amended 2003). Upon the Client's request, this right may be exercised by an expert third party named by the Client and at its cost. The Contractor may object to the Client being informed by experts as aforesaid only for good cause.
- (6) The Contractor acknowledges that the requirements set by the Client with respect to the quality management of the Contractor are based on DIN EN ISO 9000 *et seq.*, each as in force at the date this Contract is signed. The Contractor shall have an obligation to have such a certification or an equivalent quality management system in place.
- (7) The Contractor shall carry out the Works according to the state of science and technology [*nach dem Stand von Wissenschaft und Technik*]. The Contractor shall be under an obligation to provide a CE Declaration of Conformity and to apply the CE Mark in accordance with the law, both before “*readiness for final acceptance*” is notified in accordance with § 7(3) below.
- (8) The execution of the Works by the Contractor, including the materials used, must be in conformity with the applicable DIN/EN requirements, workplace safety and security and health requirements and the applicable EU Directives, in particular the Machine Directive (2006/42/EC), the Pressure Equipment Directive (2014/68/EU) and the Low Voltage Directive (2014/35/EU), including their respective Annexes, as in force at the time of performance of the services.
- (9) The Contractor shall draw up and deliver two complete sets of the detailed operating instruction/operating manuals/documentation for the system subject to the contract in Dutch and English language, respectively.
- (10) The Contractor shall provide instruction and training with respect to the Works and – provided that it is possible for the Client to carry out such works by itself and they are not carried out by the Contractor under a separate maintenance agreement that may be entered into – with respect to the working mechanisms, operation and handling as well as their upkeep/maintenance/servicing, free of charge at the Client's premises. At the request of the Client, e.g. in the case of a change of staff or in a similar situation, the Contractor shall provide a chargeable second course of instruction/training within one year of final acceptance.

- (11) The services may be provided by third parties other than those named in **Annex 6** only with the prior written consent of the Client. Any services required under the tender documentation to be carried out by the Contractor itself must not be carried out by third parties.
- (12) The Contractor shall be under an obligation to inform the Client without undue delay of all changes which may occur during the term of this Contract, in particular in relation to any of the following matters:
 - a) the legal form of its company;
 - b) the name of its company;
 - c) a merger or split of its company;
 - d) the filing of a petition for insolvency of its company;
 - e) the principal place of business of its company and the local office of the company performing this Contract.

§ 3

Provision of structural and technical prerequisites by the Client and cooperation of the Contractor

- (1) The Contractor shall perform the works in its own premises or, subject to agreement with the Client or if the project so requires, in the premises of the Client. In the latter case, the Client shall ensure that staff of the Contractor and, if applicable, suppliers and subcontractors have access to those premises as necessary for the performance of the works.
- (2) Unless otherwise agreed, the Client shall provide the structural and technical prerequisites required for the proper installation and operation of the Works in accordance with this Contract. The Contractor undertakes to cooperate as necessary with the Client, and with any contractors instructed by the Client, in the planning, performance and acceptance of the structural and technical works, assist them with advice and to draw up any lists of works to be performed [*Pflichtenhefte*] which are typically required for this type of Contract.
- (3) With respect to the Works, the Contractor shall be responsible for the detailed planning [*Ausführungsplanung*] for the construction based installation preparation. In doing so, the Contractor shall pay particular regard to the dimensions and equipment of the premises, the existing electrical and ventilation installations, potential interaction with other systems, appropriate shielding and vibration characteristics.
- (4) The Contractor shall specify the boundary and installation conditions required for the installation of the Works to the Client. The Client shall ensure that the work packages and services to be provided by the Client meet those requirements. On that basis, the Contractor shall check the structural and technical boundary and installation conditions for obvious shortcomings and nonconformities with respect to the Works. At the latest within 30 calendar days of receipt of the technical planning documents, the Contractor shall confirm in writing (text form being sufficient) that all necessary structural and technical prerequisites are fulfilled and are in a technically correct form or, if applicable, raise any concerns it may have. In case of a defect with respect to the Works to be performed under this Contract by the Contractor, the Contractor cannot invoke shortcomings of the structural or technical prerequisites that were recognizable for it.
- (5) Beyond that, the Client shall not perform any acts of cooperation or free-issue services, unless expressly stipulated in this Contract and its Annexes. The Contractor shall only be entitled to claims for breach or non-fulfilment of cooperation obligations of the Client if such obligations have not been fulfilled within a reasonable time despite a formal written reminder from the Contractor and the Client is responsible for their non-fulfilment. The Contractor shall not have the right to terminate this Contract on the ground that cooperation obligations have been breached or not fulfilled.

§ 4

Remuneration

- (1) The overall remuneration for the Works to be performed by the Contractor according to the Performance Description attached hereto as **Annex 1** amounts to a total of **EUR xxxx** (in words: **xxxxxxx** euros) plus VAT at the statutory rate applicable at the time of performance of the Works.

- (2) If a variation of the Works is agreed between the Parties in accordance with § 2(4) above, the following price items shall be referred to as a basis:

Price item	Price/unit
N/A	N/A
N/A	N/A

The prices stated above are net of VAT, which shall be added at the statutory rate applicable at the time of performance of the Works.

- (3) The entire performance by the Contractor under the Contract, including all costs and incidental expenses (in particular costs of travel and accommodation, costs of site visits, costs of machinery and equipment, freight and transportation costs, interim and final presentations, documentation, costs of acceptance or CE marking as well as advice and cooperation as referred to in § 3 above), except for the expenditure of time and materials specifically agreed, shall be deemed settled by the overall remuneration specified in para. 1 above.
- (4) If, in accordance with Section 2 (4), a change in performance is agreed between the contracting parties, the following price items shall be used as a basis:

	Price / Unit
Service X	X € / Unit
Material X	X € / Unit

The prices quoted are exclusive of the statutory value added tax applicable at the time of service provision.

The total remuneration pursuant to paragraph 1 covers all services provided by the contractor, including all costs and incidental expenses (in particular travel and accommodation costs, costs for on-site appointments, expenses for equipment and machinery, freight and transport costs, final and interim presentations, documentation, expenses for acceptance or CE marking, consulting and cooperation services in accordance with § 3), with the exception of expressly agreed costs for time and materials.

§ 5 Terms of payment

- (1) The remuneration shall become due upon acceptance and invoicing to the Client, unless otherwise agreed in this § 5.
- (2) If the applicable conditions are met, the Client shall make payments on the basis of the Milestone Plan and Schedule (**Annex 3**) upon presentation of an invoice as follows:

Condition	Percentage share of overall remuneration	Amount
a. Formation of Contract		
b. Factory acceptance		
c. Partial acceptance		
d. Complete delivery		
e. CE marking and final acceptance	...%	EUR ...

Payment arrangement: xxxxxxxx.

- (3) Payments under items a/b above can only be made against provision of an advance payment guarantee (bank guarantee) for the amount concerned. The advance payment guarantee must be issued by a financial institution or credit insurer licensed in the EU as an absolute guarantee for an unlimited term, waiving the defenses of voidability, set-off and unexhausted remedies. The guarantee document shall be returned to the Contractor without undue delay once the payment under item e, respectively, has been made.
- (4) All invoices must include the mandatory information required under Sec. 14 of the German Value Added Tax Act [*Umsatzsteuergesetz – UStG*] and shall be issued to Max Planck Society for the Advancement of Science e. V. (the invoice address being Max Planck Institute for Psycholinguistics, Wundtlaan 1, 6525 XD Nijmegen)
- (5) Invoices shall be submitted in PDF or PDF/A format (not as scanned copies), by electronic means only, to the following email address: invoice-psyl@gv.mpg.de. Each such email may only have one invoice attached to it, but it may include more than one attachment to an invoice (in PDF/PDF-A format). The filename of an attachment to an invoice must start with “AN” or “AT”.
- (6) The email address invoice-psyl@gv.mpg.de is dedicated to processing invoices only. Reminders sent to this address cannot be processed. All inquiries and reminders should be sent to the collective email address purchasing@mpi.nl.
- (7) The invoice amount shall be paid without discount within 30 days (due date) of receipt of an invoice in verifiable form and in compliance with the requirements of Sec. 14 *UStG*, by bank transfer into a bank account to be specified (IBAN and BIC) by the Contractor on the invoice. All amounts stated shall refer to euros only.
- (8) Pecuniary debts under this Contract shall carry default interest at an annual rate of nine percentage points above the base rate of the German Bundesbank applicable from the date of default as published under <https://www.bundesbank.de/de>.
- (9) Aval fees, if any, shall be paid by the Contractor and will not be reimbursed.

§ 6 Performance period

- (1) The Contractor shall perform the Works by the dates and deadlines agreed under the Milestone Plan and Schedule (**Annex 3**).
- (2) The Parties agree with binding effect that the end date for completion of the Works and their provision for final acceptance shall be no later than 31.12.2026.
- (3) Upon each milestone achieved, the Contractor shall provide a written report on the status of the Works to the Client. Upon request, the Contractor shall also present and explain the

results achieved so far to the Client orally. Unless agreed in more detail in **Annex 1**, the Parties shall agree on the type and scope of interim reports and presentations in due time.

- (4) Notwithstanding the reporting obligation referred to in para. 3 above, the Contractor shall carry out the work at the request of and in coordination with the Client.
- (5) If the Contractor becomes aware that it will not be able to meet the dates and deadlines agreed it shall notify the Client in writing without undue delay, giving reasons, and shall draw up a new Milestone Plan and Schedule in cooperation with the Client.
- (6) Any additional costs incurring due to the delay shall be borne by the Contractor to the extent that it is responsible for the delay. This shall also apply if the Milestone Plan and Schedule referred to in para. 5 above has been adjusted by mutual agreement.

§ 7 Acceptance

- (1) Once the Works are complete, they shall be officially accepted.
- (2) The Contractor shall make the Works available for final acceptance at the latest by the date agreed in § 6(2) and notify "*readiness for final acceptance*" to the Client in writing (text form being sufficient) at least ten business days in advance. The final acceptance inspection shall take place at the place of performance agreed under § 2(2).
- (3) The acceptance test(s) shall be carried out together on site and shall be recorded (Annex5) . Both Parties shall have the right to allow any subcontractors, suppliers or other third parties involved in the project to witness the acceptance inspections. Unless there are material defects in the Works, a joint protocol on each acceptance inspection shall be drawn up and signed by both Parties.
- (4) If there are defects present upon acceptance, the following provisions shall apply:
 - a) In the event that material defects are present, the Client may refuse acceptance until the material defects are remedied. In this case, the Contractor shall have the right and the obligation to remedy the defects without undue delay within reasonable time.
 - b) If the defects are not material, the Client shall declare acceptance "*subject to remediation of the defects established*" and list the defects to be remedied. In these cases, the Contractor shall also have the right and the obligation to remedy the defects without undue delay within reasonable time.
- (5) The transfer of risk [*Gefahrübergang*] shall occur upon final acceptance. If the Parties mutually agree that the Client may use the Works before the transfer of risk, this shall not constitute acceptance by action and shall not lead to a transfer of risk.

§ 8 Contractual penalty

- (1) If the Contractor exceeds the performance period agreed under § 6(2) by more than 30 calendar days and the Contractor, its vicarious agents [*Erfüllungsgehilfen*], subcontractors or other third parties whose services the Contractor uses to perform the Contract are responsible for the delay, the Contractor shall be obliged to pay a contractual penalty to the Client in an amount equal to 0.625% per commenced week following expiry of the said 30-day grace period, up to a maximum of 5% of the net overall remuneration specified in § 4.
- (2) The contractual penalty referred to in para. 1 shall be credited against any further reaching claim for damages based on delay.
- (3) This shall be without prejudice to the exercise of any other rights, in particular rights of termination or rescission.

§ 9 Force majeure

- (1) The Parties shall not be liable for any delay or non-performance of their obligations or incumbencies (in particular the obligation to accept the Works; acceptance of delivery) under this Contract if the delay nor non-performance is caused by force majeure. Force majeure means any event outside the reasonable control of the Party concerned, such as war, unrest, natural disaster, fire, flood, strike, pandemic, prohibition by the government to carry out the

Works or similar obstacles. In the event of force majeure, the Parties shall notify each other without undue delay. All dates and deadlines which cannot be met because of an event of force majeure shall be postponed accordingly, allowing for the necessary amount of preparation time, if applicable.

- (2) The Parties shall notify each other in writing (text form being sufficient) without undue delay if the force majeure event no longer exists and shall resume the performance of the Works or incumbencies without undue delay.
- (3) If the delay caused by force majeure continues longer than six months and the Client invokes force majeure, the Contractor shall have the right to terminate this Contract in writing with immediate effect, and if the Contractor invokes force majeure, the Client shall have the discretionary right to terminate this Contract or to rescind from this Contract both fully or partially in writing with immediate effect.
- (4) The Parties shall not be under an obligation to compensate each other for damage or additional costs caused by force majeure.
- (5) The Party invoking this section shall be under an obligation to prove that an event of force majeure has occurred and that this is the cause of the delay or non-performance of the obligations under this Contract.

§ 10 Existing Property Rights / Background

- (1) The contractor and the client have the property rights, copyrights and know-how listed in Appendix [to be filled in after award - optional] in the area covered by the contract ('background').
- (2) Insofar as the contractor's background is necessary for the exploitation of the contractual services, the contractor hereby grants the client a simple, perpetual and non-transferable right of use to this background.
- (3) Insofar as the contractor requires the client's background to perform the contractual services, the client hereby grants the contractor a simple, non-transferable right of use to this background for the duration of the contract and exclusively for the purpose of performing the contract

§ 11 Results/Foreground

- (1) Unless otherwise agreed herebelow, only the Client shall be entitled to the intellectual property rights, copyrights and Know-how developed during the performance of this Contract (hereinafter referred to as the "Results" or "Foreground").
- (2) If new copyrights arise during the creation and implementation of the work or in the Works, the Contractor shall grant the Client an exclusive right of use unlimited in time, territory, quantity and substance in all present and future forms of use. This right of use shall also include the right to reproduce, distribute, adapt and publish the work or the Works or any part thereof. The Client shall have the right, without any further consent of the Contractor being required, to re-transfer the right of use to third parties or to grant non-exclusive rights of use to third parties.
- (3) The Contractor shall ensure in relation to any third parties (e.g. vicarious agents) that it is able to fulfil its obligations under the foregoing paragraphs. In particular, it shall fully claim all inventions made by its employees which are patentable and/or capable of being registered as utility models.
- (4) These grants of rights shall also be deemed settled by payment of the remuneration agreed under § 4.

§ 12 Third-party intellectual property rights

- (1) The Contractor guarantees that the Works are free of third-party rights and that it has the right to dispose of all rights in this regard without restrictions and free of third-party rights, and that

- it has not and will not make any dispositions with respect to such rights that would be contrary to this Contract.
- (2) In the event that any claims are established and asserted against the Client on the basis that the Works infringe an intellectual property right or other rights of third parties, the Contractor shall fully indemnify the Client against all third-party claims on that basis, including claims for the compensation of legal costs associated therewith. If a limitation of liability has been agreed under this Contract, it shall not apply in this regard.
 - (3) Under the prerequisites set forth above, the Contractor shall obtain the right for the Client to continue to use the Works. If this is not possible on commercially reasonable terms, the Contractor shall be under an obligation to either modify or replace the Works concerned in consultation with the Client and at the cost of the Contractor so that third-party intellectual property rights are no longer infringed but the functionalities required under this Contract and the Performance Description in **Annex 1** are still met in all material respects, or to rescind its obligation to deliver, take the Works back and pay back the remuneration paid to the Contractor. The right to make further claims is reserved.
 - (4) If the Client is responsible for the infringement of intellectual property rights, any claims under paras. 2 and 3 against the Contractor shall be excluded.

§ 13

Liability for defects in material and defects in title

- (1) The Contractor shall ensure that the Works are carried out according to the state of science and technology [*nach dem Stand von Wissenschaft und Technik*]. Moreover, the Contractor shall ensure that the Works are carried out in such manner that the guaranteed qualities and the specifications/functionalities agreed under **Annex 1** are free of defects in material or defects in title.
- (2) The limitation period for warranty claims shall be 24 months from declaration of final acceptance. If the Client reports defects before the end of the warranty period and the Parties enter into negotiations as referred to in Sec. 203 *BGB*, the course of the limitation period shall be suspended until the Contractor or the Client refuses to continue the negotiations. The claims shall become time-barred at the earliest three months after the end of the suspension. This shall be without prejudice to any longer limitation periods under statutory law.
- (3) The Contractor shall remedy defects it is aware of without undue delay, at the latest, however, within a reasonable period set by the Client, at its choice either by repair or replacement. The Contractor shall bear all necessary costs of such remedial actions, in particular the costs of transportation, travel, labor and material.

§ 14

Software

- (1) The Contractor shall provide the Client with the software in the latest program version as agreed in this Contract. The documentation shall be supplied in German or English and in printable form, unless otherwise agreed.
- (2) The Contractor shall deliver the software free of damaging software. This shall be checked with up-to-date scanning software at an appropriate time before delivery. The Contractor declares that the inspection has not revealed any evidence of damaging software.
- (3) The Contractor further warrants that the software to be supplied by it is free of functions that jeopardize the integrity, confidentiality and availability of the software program, other software and/or hardware or data and that run counter to the confidentiality or security interests of the Client through i) functions for the undesired transmission/derivation of data, ii) functions for the undesired modification/manipulation of data or the flow logic or, iii) functions for the undesired initiation of data or undesired function extensions. A possible activity of a function is undesired if the activity was neither requested by the Client in its service description, nor offered by the Contractor with a concrete description of the activity and its mode of operation, nor expressly authorized ("opt-in") the Client in the individual case.
- (4) Insofar as no other intended use is agreed in this Contract, the Contractor shall grant the Client the non-exclusive, irrevocable and geographically unrestricted right of use to use the software upon conclusion of the Contract.
- (5) License conditions of the rights owners of the software **Annex 7** [License Terms Software]) apply exclusively with regard to the rights of use and this only insofar as the regulations in this

- Contract neither contradict nor restrict these.
- (6) With regard to the software, the provisions on liability for material defects and defects of title in this Contract shall apply, subject to the following deviating provisions on rectification and new delivery: The Contractor shall provide the Client with a program version that eliminates the malfunction. If a program version that eliminates the fault is not available, the Contractor shall first provide a workaround solution and, if applicable, contact the manufacturer of the standard software to obtain a program version that eliminates the fault as soon as possible. The Contractor shall always grant the Client the rights to new program versions that exist for the previous version of the standard software or the previous program version. The provisions of the above paragraphs 2 to 4 shall apply accordingly. If the same malfunction occurs again after completion of the rectification and if the malfunction is based on the same cause, it shall be deemed not to have been rectified.

§ 15 Termination of Contract

- (1) Notwithstanding any further rights under statute, the Client shall have the right, at its choice, to either rescind from this Contract without having to observe a notice period or to terminate this Contract if the final acceptance cannot be successfully completed at the latest 3 months after the end date agreed under § 6(2) or if a defect reported after the final acceptance of the Works and before the end of the warranty period is not remedied at the latest within 3 months of being reported, unless the Contractor can prove that it is not responsible for this.
- (2) In the event that this Contract is terminated, the Contractor shall hand over all Works performed until the date of termination to the Client in complete and proper form and give the Client an introduction to them. Any right of retention of the Contractor shall be excluded.
- (3) All documents and working materials physically provided to the Contractor shall be returned. Any drawings, production documents, test reports and other documents the Contractor created in connection with the performance of the order shall also be handed over. However, this handover obligation shall not apply to documents which constitute or reflect business secrets of the Contractor. Documentation and record retention requirements imposed by statute or rules of professional conduct shall also remain unaffected, however, only until the end of the applicable term.
- (4) If this Contract ends through termination, rescission or performance, the contractual provisions regarding data protection and confidentiality shall be valid for 5 years as of the date of its termination. The provisions on the grant of rights of use shall remain valid as long as the statutory intellectual property rights apply.

§ 16 Liability

- (1) Unless otherwise stipulated in this Contract, the liability of the Parties shall be governed by the applicable statutory provisions. Within the scope defined by statutory law, the Contractor shall be liable in particular for all damages caused to legal interests of the Client directly through execution of the Contract to the extent that the Contractor is responsible for such damage. This shall apply to the Contractor's own fault and to the fault of its legal representatives and persons whose services it uses to perform its obligations (e.g. subcontractors).
- (4) The contractor shall alone bear the product liability risk for the product manufactured under this contract.
- (5)
- (6) The Contractor shall maintain business liability insurance and, if required by statute or expressly requested by the Client, environmental liability insurance during the term of this Contract with the following minimum coverage amounts which shall also include the product liability risk:
- a) For personal injury and property damage: EUR 5.000.000,00 (per insurance year, double aggregate limit)
 - b) For mere pecuniary losses: EUR 250.000,00 (per insurance year, double aggregate limit)

The Contractor shall maintain this insurance cover for the duration of the contract and provide evidence of this to the Client upon request.

§ 17

Data protection, confidentiality

- (1) Confidential information may only be used for the purpose of performing the obligations under this Contract and must not be disclosed to third parties. Confidential information means information a knowledgeable third party would consider worthy of protection, or which is marked confidential; this may also include oral information which becomes known, for example, during a presentation or discussion. The obligation to maintain confidentiality shall not apply to information which is already lawfully known to the Parties or becomes known to them outside this Contract without any breach of a confidentiality obligation. Confidential information and any copies thereof shall be permanently destroyed or deleted in a suitable manner without undue delay after the end of the Contract or, if the recipient of the information is required by law to retain the information, without undue delay after the end of this obligation.
- (2) This document shall become confidential upon signing.
- (3) Business secrets within the meaning of Sec. 2 No. 1 of the German Act on the Protection of Business Secrets [*Geschäftsgeheimnis-Schutzgesetz – GeschGehG*] shall in addition be treated in accordance with the *GeschGehG*. If the provider of the information makes products or items available on the basis of this Contract which constitute confidential information, the recipient of the information shall only have the right to deconstruct the items concerned if the information thereby obtained is required to achieve the purpose of the Contract.
- (4) The Contractor shall ensure that all persons entrusted by it with the processing or performance of this Contract comply with the statutory data protection regulations. A confidentiality undertaking as required under data protection laws shall be obtained from them at the latest before they first commence their work, which must be proven to the Client upon request. **Annex 9** shall apply to commissioned processing of personal data.
- (5) The Client shall have the right to rescind or terminate this Contract or any part thereof without notice if the Contractor culpably fails to meet its obligations under this provision within a reasonable deadline set forth or violates any data protection regulations. This shall be without prejudice to any further reaching rights of the Client.

§ 18

Export control clause

- (1) With respect to services which are subject to national or international export control laws and regulations, including US export regulations, the Contractor undertakes to provide **Annex 10** fully and correctly filled in to the Client at the latest at the time this Contract is entered into.
- (2) The time this Contract is entered into shall be decisive in determining whether the following information is correct:
 - a) Export Control Classification Number (ECCN);
 - b) listing position on the United States Munitions List (USML);
 - c) Classification according to the German Export List (Annex to the German Foreign Trade and Payments Ordinance [*Außenwirtschaftsverordnung – AWV*]);
 - d) Classification according to the Dual Use Regulation applicable in the European Union.
- (3) In the event that any of these details changes after formation of the Contract, the Contractor shall be under an obligation to notify the Client without undue delay in writing (text form being sufficient).
- (4) If the Contractor breaches its obligation to provide information and comply with export control laws and regulations and the risk of violations of international trade law can therefore not be excluded, the Client shall have the right to terminate this Contract without notice.

§ 19 Final provisions

- (1) This Contract shall take effect immediately upon award of the Contract and signing by both Parties.
- (2) If a statement under this Contract is required to be made “in writing” or “in written form”, such statement must be signed by the sender in his or her own hand and submitted to the other Party in the original or by telefax. Text form may be used instead of written form only in the cases stipulated by the Contract.
- (3) This Contract and its Annexes constitute the entire agreement between the Parties with respect to the Works. No side agreements have been made with respect to this Contract. Any amendments of and additions to this Contract must be made in writing.
- (4) If declarations required to be received are to be made in the context of performance of this Contract, such a declaration shall be deemed received on the third business day after its due dispatch.
- (5) If any provision of this Contract is or becomes invalid, or if this Contract contains a gap that needs to be filled, this shall be without prejudice to the validity of the Contract and the remaining provisions. The invalid provision shall be replaced, or the gap shall be filled by such provision as the Parties would have lawfully made in good faith had they been aware of the invalidity of the provision/the gap. If the Parties do not reach agreement on such a provision, the invalid provision shall be replaced, or the gap shall be filled, by the applicable statutory provision.
- (6) This Contract, its formation and all claims under or in connection with this Contract – including claims in tort – shall be governed by German law excluding the UN Sales Convention.
- (7) Unless other places of jurisdiction are prescribed by mandatory law, the competent courts in Munich shall have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement.

Nijmegen, date		Xxxxxxx
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- (8) The language of the Contract is German.
- (9) To the extent that the Contractor has been respectively informed by the Client, the Contractor shall be under an obligation to instruct all persons involved in the performance of the Contract as to the guidelines and requirements the Client has in place, e.g. regulations on the prevention of accidents and safety standards, and to document this in writing. The Client shall make all information required for this purpose available and shall assist the Contractor within a scope to be agreed.
- (10) The Contractor is not allowed to assign any claims it has against the Client under or in connection with this Contract to third parties or to set off claims assigned by third parties against claims under this Contract.
- (11) The Contractor shall have a right of set-off or retention only with respect to claims that are uncontested or have been established by final and non-appealable judgment.
- (12) The following Annexes are attached to this Contract:

Annex 1	Specification VA VR-Lab
Annex 2	Contact Person(s);
Annex 3	Milestone Plan and Schedule;
Annex 4	Price Sheet;
Annex 5	Acceptance Test/ Acceptance form
Annex 6	Contractor's Offer [date];
Annex 7	Advance Payment Guarantee; Bank guarantee
Annex 8	License Terms Software;
Annex 9	Data Processing Agreement according to Art. 28 GDPR including Annex “Technical and Organizational Measures” according to Art. 32 GDPR;
Annex 10	Maintenance Contract.

For the Client/MPG acting for MPI for Psycholinguistics		Xxxxxxxx
Managing Director Prof. Caroline Rowland		Xxxxxx

CONCEPT