

Contract for works and services
for contractors based outside of Germany

between

-Principal-

and

Mr/Ms

-Contractor-

Section 1

1. The subject of this agreement is the completion of the following work:
2. The individual services which shall be provided within the scope of this contract are:

Section 2

1. The work specified in Section 1 of this agreement shall be completed by
2. If the work cannot be completed by the specified deadline, the contractor must inform the principal without delay and state the reasons.

Section 3

The principal shall provide the equipment necessary for completing the work to the contractor on the University premises.

Section 4

1. For the completion of the work, the contractor shall be paid a fixed fee of euros.
2. The agreed fee shall be considered as reimbursement for all expenses, ancillary costs, travel and clerical fees.
3. Payment of the fee shall only be made after the work has been accepted by the principal; the principal shall only be obligated to accept partial submission of the work if deadlines have been agreed for each submission. If parts of the work are accepted by the principal, the contractor may request payment of an agreed or appropriate amount of the overall fee.
4. Payments for services rendered can only be made following the receipt of a verifiable net invoice signed by the contractor. The invoice shall be submitted as soon as the work is completed. Invoices shall include the following details:
 - The name and address of the contractor
 - The name and address of the University institution
 - The quantity and the commercial name of the object to be delivered or the type and scope of the service

- The date of delivery of the product or service
 - The fee for the delivery of the product or service
 - An indication that the University is liable for taxes (VAT reverse-charged).
- The contractor shall store a duplicate of the invoice for a period of ten years.

Section 5

1. The contractor shall treat any privileged information divulged during the course of the work as confidential. This obligation of confidentiality shall continue after completion of the work unless a specific date for the expiry of this obligation is the subject of an individual agreement.
2. The contractor agrees to assign all usage and exploitation rights for the completed work to the principal.

Section 6

1. The contractor shall take out liability insurance to cover any personal or material damages which may be caused while fulfilling the obligations of this contract.
2. The contractor is advised that the principal shall only be held liable for any material damage caused by the contractor while performing the work if these damages were caused by wilful or gross negligence on the principal's part. The contractor shall ensure that they have adequate accident insurance.

Section 7

The contractor acknowledges that this contract does not constitute an employment contract.

Section 8

The provisions of the German Civil Code (Bürgerliches Gesetzbuch, BGB), especially Section 631 ff., shall apply.

Section 9

All agreements which supplement or extend this contract must be made in writing.

Place Date.....

.....
Contractor

.....
Principal