

Between Prof. \_\_\_\_\_ ,  
and the Faculty of \_\_\_\_\_ ,  
represented by the Dean,  
and

**Name:** Ms  
Date of birth:  
Institution:  
Private address: **Private address**

the following  
**Licensing Agreement**  
is concluded.

### Section 1

- (1) In line with house rules, Ms / Mr \_\_\_\_\_ is permitted to be inside the \_\_\_\_\_ Institute and to use the equipment during the Institute's regular access hours as long as a working group does not need this equipment. She/He is subject to the regulatory and safety regulations of the University and the instructions related to them issued by the competent Managing Director of the Institute.
- (2) Upon agreement with \_\_\_\_\_ she / he is authorised to perform experiments. Using staff of the Institute is prohibited.
- (3) If a work station is available, she/ he can use it upon agreement with the Head of the Institute.

### Section 2

- (1) Ms /Mr \_\_\_\_\_ commits to be responsible for any damage caused by her / him. Purchasing liability insurance is advisable. Ms/Mr \_\_\_\_\_ indemnifies the University from any claims of third parties for damage caused by her/him.
- (2) If the damages were caused by the University or employees thereof, she / he is only entitled to claim damages against the Federal State of Schleswig-Holstein to the extent intent or gross negligence is proven against the party responsible. Personal injury is subject to statutory provisions.

### Section 3 Non-disclosure

Ms /Mr \_\_\_\_\_ is obliged to maintain confidentiality with regard to internal matters disclosed in the context of this Licensing Agreement. This obligation remains in effect even after the termination of the Licensing Agreement. The obligation of non-disclosure does not apply if and to the extent that the respective information

- is public knowledge, or
- becomes public knowledge without any fault of the recipient, or
- has been or is obtained by a third party legally and without the obligation of non-disclosure, or
- is already available to the recipient.

### Section 4 Termination

- (1) Both parties may terminate this contract at any time on four weeks' notice without indicating a reason.
- (2) The parties are deemed to have agreed that Ms / Mr \_\_\_\_\_ only works in her/his own scientific interest and that no employment relationship will be established. She/He is not entitled to a remuneration or conclusion of an employment agreement.

**Section 5 Final Provisions**

- (1) Amendments and supplements, as well as side agreements to this Agreement must be made in writing. The foregoing also applies to the written form requirement itself.
- (2) In the event that provisions of this Agreement are or become ineffective or unenforceable in full or in part, this does not affect the effectiveness of the remaining provisions of the Agreement. The same applies if it should become evident that the Agreement contains a loophole. To the extent possible in law, the ineffective or unenforceable provision, or the loophole, respectively, will be replaced with a suitable provision which comes closest to what was intended by the parties or would have been intended within the sense and purpose of the Agreement, had they considered this point at the time of the conclusion of this Agreement or at the time of the subsequent inclusion of a provision.

Kiel,

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Scientist

Agreement:

Kiel,

\_\_\_\_\_  
Managing Director