GSI Helmholtzzentrum für
Schwerionenforschung GmbH
Planckstraße 1
64291 Darmstadt

www.gsi.de

Contract

on the of the production of Alvarez 2.0 inner tank sections Power Converters for GSI

between

the

GSI Helmholtzzentrum für Schwerionenforschung GmbH,

Planckstr. 1, 64291 Darmstadt,

As represented by its Managing directors

(hereinafter referred to as "**Client**")

and

(hereinafter referred to as "**Contractor**")

(hereinafter individually or collectively also referred to as "**Contractual partner(s)**"

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1. Subject Matter

1.1 The Client commissions the Contractor to

the production of Alvarez 2.0 inner tank sections Power Converters for GSI, in accordance with the open procedure, contract number 42/260004290.

(hereinafter each referred to as Equipment) in accordance with the Specifications set out in Section 11 of this Contract, in particular the Detailed Specification, document no: G-DS-EPS-en-PC_0003_SVE60_U-V001 of **ANNEX 3.**

The content and scope of the services to be provided by the Contractor (work packages) and the components to be provided by the Client shall be determined in accordance with the Specifications set out in Section 11 of this Contract. Full compliance with these specifications is required when providing the service.

2. Remuneration

2.1 Remuneration shall be based on the offer sheet submitted with the final offer. The offer form is enclosed with this Contract as **ANNEX 1**.

2.2 Payments by the Client shall be made in accordance with the payment schedule enclosed with this Contract as **ANNEX 1 (Angebotsformblatt)**.

2.3 The stated invoice amount shall be paid after performance of the service. Payment may be made earlier in accordance with the agreed payment terms. In the absence of such agreements, payment of the invoice amount shall be made within thirty (30) days of receipt of the verifiable invoice. As a rule, payment shall be cashless. Timeliness is determined based on the date of the receipt of the electronic transfer slip by the client's payment institution.

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3. Delivery/Schedule

3.1 The Contractual partners shall agree on a schedule for the performance of the services in accordance with **ANNEX 1 (Angebotsformblatt)** of this Contract. The dates agreed therein are contractual dates, are binding, and must be observed by the Contractor.

3.2 Delivery before the agreed delivery dates shall only be permissible with the written consent of the Client. The Client may request a later delivery/service or parts thereof. The Client shall notify the Contractor in good time of any changes to the delivery date. The Client is responsible for any storage costs incurred as a result over and beyond the agreed (4) four months. The Contractor shall inform the Client immediately of any additional storage costs incurred as a result.

3.3 The Contractor shall inform the Client of the exact time of delivery in text form on time beforehand.

4. Acceptance

4.1 The declaration of acceptance must be made in writing. The acceptance procedure consists of technical acceptance (Factory Acceptance Test, Site Acceptance Test) and the legal act of final acceptance. Details of the acceptance process are set out in **ANNEX 2**.

4.2 The requirements for acceptance (e.g., acceptance criteria, measurement procedures, documentation) are set out in the Detailed Specification **ANNEX 3**, as well as in the other relevant documents (according to Section 11 of this Contract).

5. Adjustment of Contract

5.1 The contract adjustment process arises from VOL/B.

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6. Warranty

6.1 The Contractor warrants that the services it provides do not infringe upon the rights of third parties, and in particular that if property is transferred, it is transferred free of third-party rights. The Contractor shall indemnify the Client against any claims asserted by third parties against the Client on account of an alleged infringement of their rights through the contractual use of the services provided by the Contractor.

6.2 The warranty shall commence upon the legal act of acceptance.

7. Intellectual Property

7.1 Prior Rights

Intellectual property rights, know-how, works protected by copyright, technologies and other knowledge of the respective Contractual partner which already existed at the time this Contract came into force or which arose outside this Contract are deemed the "Prior Rights" of the Contractual partner in question.

7.1.1 The Contractor hereby grants GSI a non-exclusive, sub-licensable, worldwide and irrevocable license to its Prior Rights to the extent GSI requires them in whole or in part for the exploitation and marketing of the Development Results.

7.1.2 The licence to the Prior Rights of the Contractor shall be compensated by the remuneration set out in Section [2].

7.2 Rights to Improvements

7.2.1 Improvements, extensions or modifications of the Contractor's Prior Rights by the Contractor under this Contract, including any intellectual property rights, which do not specifically relate to the Development Object and do not contain any confidential information or GSI's Prior Rights ("Contractor Improvements"), are the exclusive property of the Contractor. The Contractor shall bear the burden of proof in the event of a disagreement between the Contractual Parties as to whether certain inventions, processes, know-how, trade secrets, improvements or other intellectual property rights are to be considered improvements by the Contractor in this context. The Contractor hereby grants GSI a non-exclusive, worldwide, sub-licensable, irrevocable, unlimited and free-of-charge right of use, temporary possession and enjoyment of

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these rights (*Nutzungsrecht)* to all Contractor Improvements, insofar as this is necessary for the use and exploitation of the development results by GSI.

7.2.2 Improvements, extensions or modifications of the Prior Rights of GSI by GSI or by the Contractor under this Contract, including any intellectual rights, shall be the exclusive property of GSI. The same shall apply to improvements, extensions or modifications of the Contractor's Prior Rights which contain confidential information or GSI's Prior Rights.

7.3 Rights to Results

"Development results" are all findings, inventions, know-how, business secrets, technologies, copyrighted works, processes and computer programs, source codes, documentation, reports, concepts, procedures, data, materials, drawings, designs, which arise during the implementation of the project, regardless of whether or not they may be the subject of intellectual property rights. The results also include their descriptions and records, test arrangements, models and samples (prototypes) produced in the process, in all development and production phases.

"Object of Development" shall mean the development of the device(s) specified in more detail in Section [1] and the Annexes referred to therein.

7.3.1 GSI shall be exclusively entitled to the rights to all Development Results. The Contractor hereby assigns the rights to the Development Results to GSI. GSI hereby accepts the assignment. GSI shall be solely entitled, subject to the following provisions, to use and exploit the Development Results fully and comprehensively; this shall also include use within the framework of the procurement of spare parts and/or the tendering of new and/or supplementary services in connection with this Contract or the services created under this Contract. In particular, GSI shall be entitled to modify and further develop the object of development itself or through third parties and to have it manufactured and distributed in whole or in part by third parties.

7.3.2 The Contractor shall retain a non-exclusive right of use, temporary possession and enjoyment of these rights for research and teaching free of charge. However, the Contractor may not publish the Development Results which have not yet been registered as intellectual property rights without the prior written consent of GSI.

7.3.3 All documents created by the Contractor for the performance of the service shall become the property of GSI upon full payment of the contractually agreed remuneration.

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7.3.4 Insofar as the Development Results consist of works protected by copyright, the Contractor hereby grants GSI an exclusive, worldwide, sub-licensable, transferable right of use, temporary possession and enjoyment of these rights for the duration of the statutory copyright protection. This right of use, temporary possession and enjoyment shall include all economic exploitation rights and property rights to the work in question.

7.3.5 GSI shall be solely entitled to register, maintain and defend Development Results capable of being protected by intellectual property rights. If GSI decides to register an invention for an intellectual property right, the Contractor undertakes to support the registration. The Contractor shall assist GSI in the application and provide all necessary documents to enable GSI to file the application on behalf of GSI. The same duty of assistance shall apply to the defence of the Property Rights against attacks or infringements by third parties. Unless otherwise agreed in this Contract, GSI shall bear the costs of the IPR registration, defence and enforcement of the same.

7.3.6 The Contractor shall inform GSI without delay as soon as the Contractor has been notified of an invention that has arisen in the course of the development work. The Contractor undertakes to avail itself on time of the service inventions of employees within the meaning of the Employee Inventions Act (*ArbnErfG*) or an equivalent foreign law.

The Contractor shall ensure by means of appropriate contractual provisions with its employees, vicarious agents and - insofar as it is permitted to engage them – subcontractors, that GSI is entitled to the rights to the Development Results as set out in this Section [7.3] and that GSI receives right of use, temporary possession and enjoyment of these Prior Rights when engaging subcontractors, insofar as this is necessary for the exploitation of the Development Results. This obligation applies to the Contractor in particular when university employees and/or students are involved. If university employees are involved, their positive and negative freedom of publication must also be waived.

7.4 Offer of technology transfer

GSI is always interested in a technology transfer, especially in the commercial exploitation of the Development Results. If legally possible and offered by GSI, the Contractor may, after completion of the development/production/delivery of technologies with regard to which GSI is the owner of rights to the Development Result, actively market the technologies within the framework of a license agreement to be concluded in advance with GSI.

7.5 Freedom to operate searches

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The Contractor shall be obliged to identify any property rights and property right applications that conflict with the exploitation of the development results and to notify GSI without delay. Conflicting intellectual property rights and applications for intellectual property rights of third parties are those which must be used in the exploitation of the Development Results.

8. Handling of Materials Procured for the Provision of Services (Tools Clause)

8.1 The Contractor shall record and document in a traceable manner all items, components, assemblies, and other materials that it procures or manufactures for the production, development, or provision of the contracted service and whose costs are invoiced to the Client separately or as part of the agreed-upon compensation.

8.2 To the extent that such items or components have an individual value exceeding 800 euro set, the Contractor undertakes not to sell, dispose of, or otherwise utilize them after the completion of their intended use without prior consultation with the Client.

8.3 Upon completion of their intended use, the Contractor and the Client shall agree on an appropriate compensation for value, or the item in question shall be sold at a reasonable price and the proceeds from the sale shall be remitted to the Client. This applies in particular to items or components that are procured by the Contractor, billed to the Client as part of the compensation, but are not physically transferred to the Client and remain with the Contractor.

8.4 If no agreement is reached regarding the compensation for value or the sales proceeds to be realized, the Contractor shall transfer ownership of the items in question to the Client or to a third party designated by the Client, free of any third-party rights, and shall surrender them without charge.

8.5 Upon request, the Contractor shall provide the Client with appropriate documentation regarding the acquisition costs, individual values, location, use, and disposal of the items in question. The obligations under this clause shall continue even after the termination of the contract, to the extent necessary for the Client to fulfill its obligations under grant law.

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9. Insurance

9.1 Liability is limited to intent and gross negligence for fault-based liability.

9.2 Liability for loss of profit is excluded.

9.3 Contractual warranty for defects is not affected by the exclusions of liability. Any exclusion of liability shall only apply insofar as no insurance cover exists.

10. Confidentiality

10.1 Each Contractual partner shall treat all confidential information and objects received from the other Contractual partner as confidential vis-à-vis third parties.

11. Withdrawal, Termination

11.1 Legal regulations apply.

12. Valid Provisions

12.1 The Contract comprises

12.1.1 This text of this Contract;
12.1.2 The Offer form, ANNEX 1;
12.1.3 The Acceptance procedure ANNEX 2;
12.1.4 The Detailed Specification, and all other documents listed there—ANNEX 3
12.1.5 Terms, ANNEX 8a
12.1.6 VOL/B ANNEX 8b

12.2 In the event of a conflict, the contractual components shall apply in the aforementioned order.
12.3 General terms and conditions of the Contractor are excluded.
12.4 Place of performance is Darmstadt, GSI GmbH.
12.5 Amendments to the contract and orders must be made in writing. This written form clause can only be waived in writing.

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13. Severability Clause

13.1 Should individual provisions of this Contract be invalid or unenforceable or become invalid or unenforceable after the conclusion of the Contract, this shall not affect the validity of the rest of the Contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come closest to the objective pursued by the Contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the Contract should be incomplete.

Darmstadt

_____

GSI Gesellschaft für Schwerionenforschung GmbH

Place, date

_____

Company