

Agreement No. 2012/3032
relating to the production of the films
and footages on the nominees of the
European Inventor award as well as on
the ceremony of the European Inventor award

10. Rights over the Deliverables and/or work products

Title to each Deliverable and/or work product, film, video, TV footage, press footage, audio, podcasts, photographs, illustrations, documentation, documents, reports, texts, articles and/or any other work product supplied by the Contractor to the EPO for the purpose of fulfilling his obligations under this Agreement, shall pass to the EPO upon their acceptance, at which time the EPO shall also acquire from the Contractor an exclusive, unlimited right to use them, such use consisting of but not being limited to reproduction, distribution, publication, broadcasting, television, adaptation, also for the purpose of advertising, translation, storage on electronic, magnetic or optical media or data carriers, storage and use in websites, including social media such as YouTube, Facebook and Twitter, databases or computer programs, accessible by the EPO and/or third parties, including via the internet.

The Contractor shall obtain the necessary licences for all non-original music and other non-original material incorporated in the film(s), so as to permit the EPO to fully exercise its rights over the film(s), including the right to telecast, duplicate, license and distribute worldwide, without any obligation on the EPO's part to make any additional payments whatsoever to any third party. The Contractor shall obtain all rights appertaining to any original music composed for use in the film(s) in the name of the EPO.

The afore-mentioned right of use also includes the EPO's right not to publish and/or to forbid publication, reproduction, distribution, broadcasting, television, adaptation, translation, storage and use in websites or otherwise as mentioned above.

The EPO may also use the afore-mentioned Deliverables and/or work products as a basis for work for itself or third parties, who may then also modify, alter or change these Deliverables and/or work products.

The Contractor, as defined in Article 1.3 above, guarantees that the Work performed, including Deliverables and/or work products supplied by him are unencumbered by any third party's proprietary rights and free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever which could prevent their use by the EPO as described in the above paragraphs.

Unless agreed otherwise in writing by the EPO, the Contractor shall ensure that each member of his personnel *lato sensu*, as defined in Article 1.3 above, assigned to the performance of this Agreement renounces his/her right to be named as author.

11. Communications

- 11.1 All written communications from the Contractor shall specify the reference numbers of respectively this Agreement and the EPO's Order Form concerned and, except for the invoices (Article 4.3.1 above), shall be addressed to the responsible contact persons as follows:

Administrative matters	Name	<u>setONE GmbH, Mr. S. Sauerwald</u>	
	Dept.	<u>Managing Director</u>	
	Tel.	<u>+49 (0) 221 - 9353499 - 10</u>	Fax <u>+49 (0) 221 - 935499 49</u>
	Address	<u>Weyerstra�erweg 159, D - 50969 K�ln</u>	
	E-mail	<u>Stefan.Sauerwald@setone.com</u>	

Technical matters
(where not the same)

Name EXPONENT 3 media production GmbH, Harald Singer

Dept. Managing Director

Tel. +49 (0) 89 – 3229985 0 Fax +49 (0) 89 – 3229985 20

Address Erhardtstraße 27, 80469 Munich, Germany

E-mail singer@exponent3.com

- 11.2 All written communications from the EPO shall indicate the reference numbers of respectively this Agreement and the EPO's Order Form concerned and shall be addressed to the responsible contact persons as follows:

Administrative matters

Name Ms. Janika Alzner

Dept. 0.8 Communication Department

Tel. +49 89 2399 1806 Fax _____

Address Erhardtstraße 27, 80469 Munich, Germany

E-mail jalzner@epo.org

Technical matters
(where not the same)

Name Mr. Oswald Schröder

Dept. 0.8 Communications Department

Tel. +49 89 2399 1800 Fax _____

Address Erhardtstraße 27, 80469 Munich, Germany

E-mail oschroeder@epo.org

- 11.3 The names and addresses above may be changed by written notice.

12. Annexes

12.1 The following Annexes form an integral part of this Agreement and are listed in order of precedence in case of conflict:

Annex 1: General Conditions of Contract with Annexes

Annex 2: Technical Conditions with Attachments

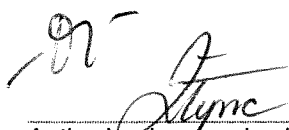
Annex 3: EPO's Order Form;

Annex 4: Contractor's bid (excerpts), including a.o. the Table of quotation/Financial Conditions as completed by the Contractor/bidder

Annex 5: Financial Plan

12.2 In case of conflict between the Annexes and the above provisions of this Agreement, the latter shall prevail.

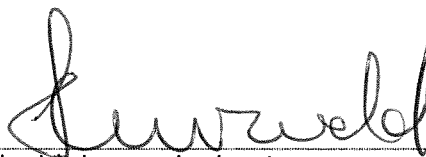
The European Patent Organisation



Authorised person's signature



setOne GmbH



Authorised person's signature

Željko Topić
Vice President

Name and position (in block capitals)

Stefan R. Sauerwald
Managing Director

Name and position (in block capitals)

Munich,
Place, date

19. MRZ. 2013

Munich,
Place, date

19.3.2013

setONE
emotional media

setONE GmbH
Weyerstraßerweg 159
50969 Köln, Germany

Telefon + 49(0) 221-93 54 99-0
Telefax + 49(0) 221-93 54 99-49
E-Mail info@setone.de

Annex 1 to Agreement No. 2013/3032 relating to the supply to the European Patent Organisation of film(s), promotion video(s), TV footage, media feed, documentary, press footage, photographs and other possible media work for the European Inventor Award event

General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT

Edited by: European Patent Office, Principal Directorate Legal Services
Erhardtstr. 27 • 80469 München • Tel. +49-89-23 99-0 • Fax: +49-89-23 99-31 40

European Patent Office
80298 München
☎ +49-89-23 99-0
Fax: +49-89-23 99-44 65
www.european-patent-office.org

Branch at The Hague
Postbus 5818
2280 HV Rijswijk
☎ +31-70-340-20 40
Fax: +31-70-340-30 16

Berlin sub-office
10958 Berlin
☎ +49-30-259 01-0
Fax: +49-30-259 01-840

Vienna sub-office
Postfach 90
1031 Wien
☎ +43-1-521 26-0
Fax: +43-1-521 26-35 91

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Definitions

For the purposes of these General Conditions of Contract:

- (a) "EPO" or "Organisation" means the European Patent Organisation;
- (b) "Office" means the European Patent Office, which is the executive body of the EPO;
- (c) "Bidders" means the persons or firms submitting tenders or offers;
- (d) "Contract" means the Agreement together with these General Conditions of Contract and all other annexes to the Agreement;
- (e) "Contractor" means the person or firm with whom the EPO concludes the Contract;
- (f) "General Conditions" means these General Conditions of Contract including the Arbitration Agreement, the Bank Guarantee (if applicable), the Excerpt from the Protocol on Privileges and Immunities and the Declaration by the Subcontractor (if applicable) attached hereto;
- (g) "Specific Conditions" means the Contract without the General Conditions;
- (h) "Convention" means the Convention on the Grant of European Patents of 5 October 1973;
- (i) "Protocol on Privileges and Immunities" means the Protocol on Privileges and Immunities of the European Patent Organisation of 5 October 1973;
- (j) "Contracting States" means the States that have ratified or acceded to the Convention.

SECTION I General provisions

1. Scope

These General Conditions shall apply except where they are varied, superseded or otherwise held to be inapplicable by virtue of the terms of higher-ranking parts of the Contract.

2. Calculation of periods

2.1 The following shall apply to periods specified in the Contract:

- (a) Periods shall be deemed to begin on the day following that on which an event marking the beginning of the period actually occurs. This event may consist of an action or the expiry of a preceding period. Where such an action involves a communication, the communication shall be deemed to have occurred on the date of its delivery to the recipient.
- (b) Where a period is defined as a year or a number of years it shall end in the appropriate year on the same day of the same month as that on which the event occurred. In a year where the month concerned does not include that day, the period shall end on the last day of that month.
- (c) Where a period is defined as a month or a number of months it shall end in the appropriate month on the same day as that on which the event occurred. Where the month concerned does not include that

day, the period shall end on the last day of that month.

- (d) Where a period is defined as a week or a number of weeks it shall end in the appropriate week on the same weekday as that on which the event occurred.

2.2 Where the last day of a period is a Saturday, Sunday or public holiday, the period shall end on the next working day.

3. Communications

3.1 Communications from the EPO marking the beginning of a period shall be sent to the Contractor or his representative by registered letter, by telex or by fax, to the address stated in the Contract. The same shall apply to communications from the Contractor to the EPO marking the beginning of a period.

3.2 Delivery of such written communication to the EPO or to the Contractor's address may also be effected by handing the communication directly to the individual addressee (if any), who shall confirm receipt in writing immediately.

3.3 Confirmation of receipt shall be taken as proof of delivery.

3.4 Any communication or notification required by the Contract shall be directed to the addresses therein specified.

4. Subcontracting

- 4.1 The Contractor may subcontract part of the work or services unless the Specific Conditions provide otherwise.
- 4.2 In all cases where part of the work or services is subcontracted by the Contractor, the Contractor shall submit a declaration by the Subcontractor, in the form stipulated in Annex D, before the Subcontractor begins any work or services. Further, the terms of the agreement with the Subcontractor shall be such as to ensure that the work or services to be performed are of a quality or standard equal to that which the Contractor has undertaken to provide under the Contract.
- 4.3 The Contractor shall in any case be solely and fully liable for performance of the Contract.

5. Multiple Contractors

Where two or more Contractors are parties to one Contract, each of them shall be jointly and severally liable for the performance of the Contract.

6. Use of information, obligation of confidentiality

- 6.1 The Contractor shall use any materials, documents, information (save where that information is already in the public domain) and data carriers supplied to him by the Office, solely for the purpose of carrying out his obligations under the Contract. In particular, the Contractor shall not disclose or make available to any third party, without the EPO's prior written approval, any such materials, documents, information or data carriers. The use of any such materials, documents, information or data carriers which are arranged in an original form or compilation by the EPO or the Contractor under the Contract is similarly restricted, even where the individual elements of such form or compilation are known to the public.
- 6.2 The Contractor shall erase or destroy all such materials, documents, information and data carriers upon being instructed to do so by the EPO within such reasonable period as the EPO may specify.
- 6.3 The Contractor shall upon request inform the EPO of all measures taken by him to comply with paragraph 1 and where appropriate take such measures as the EPO may require.
- 6.4 To ensure that confidentiality is observed at all times, the Contractor shall similarly bind to confidentiality each of his employees and any other person he retains for the performance of the Contract and shall impose on them conditions at least as stringent as those laid down in this article.
- 6.5 The EPO undertakes to treat as confidential and not to disclose to any third party information concerning the Contractor's trade secrets or business affairs disclosed by him for the purposes of the Contract. This obligation shall not apply to information which is or becomes available to the general public without breach of the obligations contained in the Contract.
- 6.6 Both the EPO and the Contractor shall continue to be bound by the provisions of paragraphs 1 and 5 for a period of five years after the Contract has been terminated or has expired.

7. Fixing of prices

- 7.1 Save where otherwise specified in the Specific Conditions prices are in euro (EUR).
- 7.2 Prices shall include all taxes (except value added tax (VAT)), duties and other charges relating to the work and services performed or the goods supplied, as well as all costs associated with packaging, insurance and transportation of the goods to the place of delivery (including customs clearance, see Article 11), as stated in the Specific Conditions.
- 7.3 The Contractor shall afford the EPO all necessary assistance to ensure that it is exempt from, or reimbursed, the taxes, duties and charges referred to in Articles 4 and 5 of the Protocol on Privileges and Immunities (Annex C). To this end, the Contractor shall comply with the instructions given to him by the EPO, providing in due time the information which the EPO requires.

8. Payment, set-off and retention

- 8.1 The Contractor's invoices shall be in the language of the Contract and shall quote the reference number of both the Contract and order (where applicable). They shall contain a detailed and auditable account. Any value added tax (VAT) shall be shown separately.
- 8.2 Where the Contractor is to carry out work or services, invoices shall be submitted only after the work or services which are the subject of the invoice have been accepted. Where the Contractor is to supply goods, invoices shall be submitted after the goods have been delivered, except where the Contractor is additionally to provide certain ancillary services (eg installation of the goods), in which case invoices shall be submitted only after such ancillary services have been performed. Where the goods, consignments thereof or ancillary services are to be the subject of an acceptance procedure, invoices shall be submitted only after the acceptance of such goods, consignments or ancillary services.
- 8.3 No payment shall be made by the EPO otherwise than pursuant to an invoice received. The EPO shall pay invoices within 30 (thirty) days of their receipt in the correct form. Payment shall be considered as made on time if the EPO's payment order reaches its bank within this period.
- 8.4 If so agreed between the EPO and the Contractor in the Specific Conditions, and apart from any legal right to withhold payments or set off claims, the EPO may withhold payment of 10% (ten per cent) of the total contract sum due pending expiry of the limitation period in respect of claims for defects (Article 17.2) if the Contractor has not provided a bank guarantee pursuant to Article 12. This right of retention does not apply if the Contractor provides a bank guarantee which fulfils the requirements pursuant to Article 12.
- 8.5 Unless the Contractor is acting pursuant to a claim which is not disputed by the EPO or which is upheld by a court decision, the Contractor shall not be entitled for any reason to withhold all or part of the goods, work or services under the Contract, nor shall he be entitled to set off any claims which he may have against the EPO against any claims which the EPO may have against him.

9. Changes in Contractor's circumstances

- 9.1 The Contractor shall inform the EPO without delay of any changes in the persons who may legally bind him, or in his name, address or legal domicile.
- 9.2 The Contractor shall also inform the EPO without delay
- (a) if he becomes insolvent, the subject of insolvency proceedings, goes into liquidation, ceases trading or finds himself in any similar situation under the laws of the country in which he is domiciled
 - (b) if he becomes the subject of a request for the opening of insolvency proceedings, (or himself makes such a request) or of any similar proceedings under the laws of the country in which he is domiciled
 - (c) if he is convicted of an offence that puts his professional reliability in question
 - (d) if he is involved in a merger, takeover or change of ownership or there is a change in his legal status
 - (e) where the Contractor is a consortium or similar entity, if there is a change in membership or partnership.

10. Materials, documents and data carriers supplied to the Contractor

- 10.1 The Contractor shall, at the EPO's request, return without undue delay and at his own expense and risk all or some of the materials, documents and data carriers made available to him by the EPO under the Contract.
- 10.2 The Contractor shall be responsible for the safekeeping of all materials, documents and data carriers supplied to him by the EPO from the time they come into his possession.
- 10.3 The Contractor shall, if so requested by the EPO either in the Specific Conditions or subsequently in writing, insure all or some of the materials, documents and data carriers made available to him. The EPO may require the Contractor (at his own expense) to make back-up copies of these items.
- 10.4 If the Contractor, when so requested, fails to return the materials, documents and data carriers without undue delay or return them in good order, he shall indemnify the EPO for any loss or damage suffered by it as a result.

11. Transport and delivery

- 11.1 All goods shall be delivered duty paid (DDP) (Incoterms 2000). Where goods are imported by the EPO, however, no duties or charges (including VAT) shall be paid by the Contractor if the EPO is exempt from the payment of such duties or charges (see Articles 4 and 5 of the Protocol on Privileges and Immunities, Annex C). The goods shall be delivered to the place specified by the EPO.
- 11.2 The Contractor shall in all cases be liable for any loss or damage suffered during the transportation of materials, documents, goods and data carriers despatched by him until such time as they have been delivered to the EPO.
- 11.3 The Contractor shall ensure that a schedule of contents is enclosed with every consignment of materials, documents, goods or data carriers. If the Specific Conditions explicitly require it, all goods shall be stamped or branded with a distinguishing mark and/or reference.

- 11.4 The Contractor shall inform the EPO immediately of any dispute involving Articles 5, 8 or 10 of the Protocol on Privileges and Immunities (Annex C).

12. Bank guarantee

If so provided in the Specific Conditions, the Contractor shall guarantee the due fulfilment of his obligations under the Contract, including the obligation to pay liquidated damages, by providing at his own expense an unconditional, irrevocable and directly enforceable bank guarantee from an established bank of good standing for the amount determined in the Specific Conditions, in accordance with the sample guarantee in Annex B. Such guarantee shall provide a waiver of any exceptions and rights granted to guarantors pursuant to Sections 770, 771 and 776 of the German Civil Code (BGB) (claims of voidability and set-off, claim for prior execution, release of guarantor if creditor waives other rights), unless there is the possibility of set-off against a claim which is uncontested or has been confirmed by a final court decision. The guarantee shall be subject to German law.

13. Contractor's personnel

- 13.1 The Contractor shall insure himself against all insurable risks of damage, loss or injury caused by his personnel or by any person acting on his behalf while on the Office's premises.
- 13.2 The Contractor's personnel and any person acting on his behalf shall, while on the Office's premises, comply with the Office's general rules and those relating to safety and security and the generally applicable regulations relating to safety, public security and order as well as other rules indicated in the Specific Conditions.

14. Assignment

- 14.1 The Contract may not be assigned in whole or in part without the express prior written consent of the EPO. The EPO may make such consent subject to conditions. Where the Contractor is a consortium or similar entity, any change in membership or partnership shall be considered as an assignment of the Contract.
- 14.2 The Contractor shall not be entitled to assign or pledge any claims he may have against the EPO without the latter's previous written consent.

If the Contractor assigns a money claim without the EPO's prior written consent, the EPO may continue to make payments to the Contractor with liberating effect.

SECTION II

Defaults, liability and right of termination

15. Delay

- 15.1 Unless provided otherwise hereunder, the applicable statutory provisions governing delay, including but not limited to those governing termination and damages, shall apply.
- 15.2 Fixed dates or periods agreed for delivery or performance shall be essential elements of the Contract if this is specifically stipulated in the Specific Conditions or if a delay in delivery or performance beyond the due date would seriously impair the EPO's ability to perform its official activities as an intergovernmental organisation. Where dates or periods are essential

elements of the Contract, the EPO may rescind the Contract, in whole or in part, without previous notice after such dates or periods have elapsed if delivery or performance has not taken place.

- 15.3 If at any time it seems likely that fixed dates or periods may be exceeded, the Contractor shall immediately notify the EPO in writing, explain the reasons for the delay and propose a firm alternative date or period. The EPO may, without prejudice to any other rights it enjoys, either accept the alternative date or period or set a new date by which the delivery or performance has to be made. If by that alternative date or period or by that new date the delivery or performance has not been made, the EPO has the right to rescind the Contract, in whole or in part, without previous notice.
- 15.4 Rescission under paragraph 2 or 3 shall not entitle the Contractor to any payment by way of compensation. The Contractor shall only be entitled to payment for the work done, the services rendered or the goods supplied and accepted which the EPO retains.

16. Acceptance

- 16.1 Prior to offering work, goods or results of services for acceptance or for an acceptance procedure, the Contractor shall examine all those deliverables for the correct quantity, for defects and, where applicable, for the appropriate manpower envisaged, and if need be make the required corrections.
- 16.2 Work carried out and the results of services performed shall be the subject of an acceptance procedure, which may be set out in more detail in the Specific Conditions. Other items, including goods, of the Contract shall be subject to an acceptance procedure if the Specific Conditions so require. The performance and other items and deliverables of the Contract shall comply at least with the general requirements of Article 17.1.
- 16.3 If acceptance is refused, the EPO shall inform the Contractor accordingly, giving reasons, and may set at least one further date for the procedure. Should acceptance not take place on such further date, the EPO shall not be obliged to accept the work, the results of the services performed or the other items of the Contract. It may then rescind the Contract in whole or in part without previous notice.

17. Liability for defects

- 17.1 Notwithstanding the transfer of risk or the acceptance by the EPO of work carried out or goods supplied or services provided under the Contract and in addition to any guarantees contained in the Specific Conditions, the Contractor warrants that all such work, goods or services shall be free from defects. Without prejudice to the Specific Conditions, a defect shall exist in particular if one or more of the agreed properties or features is missing or if the suitability for the use prescribed by the Contract is lacking or if the suitability for the ordinary purpose or regular use is lacking or a different item has been delivered or an insufficient quantity has been supplied.
- 17.2 The limitation period in respect of claims for defects shall be 24 (twenty-four) months, unless a longer period is provided for by law or in the Specific Conditions, and shall commence on the date of acceptance. In the event of delivery by part-consignments the limitation period shall commence on the date of acceptance of the final consignment. For replacements the limitation period

shall commence on the day on which the consignments are accepted.

In the case of goods for which no acceptance procedure has been provided, the period shall commence on the date of final delivery or on that of complete installation by the Contractor, where applicable.

Where defects are remedied under the provisions of paragraph 3 or 4, the limitation period shall be extended by a period of time equal to the time elapsing between the date on which the Contractor is notified of the defect and the date on which the remedied work, goods or services are accepted by the EPO.

- 17.3 If defects are found in connection with goods supplied and have not been remedied within a reasonable period set by the EPO and at the EPO's sole choice by repair or replacement, the EPO at its discretion shall be entitled
- (a) to require that the defects be remedied or the defective goods replaced, or
 - (b) to keep the defective goods and to require that the Contract price be reduced by an amount equal to the difference which would have existed at the time the Contract was concluded between the value in the defective state and the value in the non-defective state, or
 - (c) to have the defects in the goods remedied and to deduct the cost involved from the price set out in the Contract, or
 - (d) to rescind the Contract without prior notice and to return the items in question to the Contractor at his expense.

The EPO is under no obligation to offer the Contractor the possibility to repair or replace the defective goods if this would lead to exceeding a fixed date or period in accordance with Article 15.2 or as otherwise provided for by law.

The EPO is under no obligation to offer the Contractor a further opportunity to remedy the defect, even in cases where this is provided for by law.

- 17.4 Where work or services are concerned and the work or services performed have been found to be defective, the EPO at its discretion has the right
- (a) to require that the work or services be performed defect-free within a time limit set by the EPO, or
 - (b) to keep the defective work or services and to require that the Contract price be reduced by an amount equal to the difference which would have existed at the time the Contract was concluded between the value in the defective state and the value in the non-defective state, or
 - (c) to remedy the defect itself or have it remedied by a third party and to deduct the related cost from the price set out in the Contract, or
 - (d) to rescind the Contract without prior notice.

If, in the particular circumstances, the Contractor offers a completion date which will delay the performance of the work or services only insignificantly and this delay is acceptable to the EPO, the defect-free performance of the work or services shall be the only remedy initially available to the EPO. If the work or services are defective a second time, the EPO shall have the above options and shall not be obliged to offer the Contractor a further opportunity to remedy the defect.

17.5 If damage occurs as a result of defective performance, the EPO shall be entitled to claim compensation and/or damages in accordance with the relevant provisions of law.

18. Liquidated damages

18.1 Where the performance of work, delivery of goods, provision of services or elimination of defects is delayed, the Contractor shall be liable to payment of damages at a rate of 0.2% per working day of such delay, up to a maximum of 60 (sixty) working days, of the amount payable for the work, goods or services or part thereof whose performance, delivery or provision has been delayed, or the amount payable for the work, goods or services or part thereof which cannot, owing to the delay, be put to the use intended, whichever sum is the greater. The total amount of liquidated damages to be recovered from the Contractor shall be deducted from the Contract price. The EPO can claim the liquidated damages until the final payment is made.

18.2 The provisions of paragraph 1 shall neither prevent the EPO from making a claim in respect of damage which it has suffered over and above the amount of liquidated damages recovered by it nor shall it restrict the Contractor's statutory right to prove that the actual damage the EPO suffered was substantially less.

18.3 The foregoing provisions shall not prejudice the right of the EPO to terminate the Contract as provided for in Article 20.

19. Liability

19.1 The Contractor shall compensate the EPO for any loss, damage or expenses suffered by it as a result of a culpable breach on his part of his contractual obligations. In the case of damage to property due to simple negligence, the Contractor's liability shall be limited to the total value of the Contract unless otherwise stipulated in the Specific Conditions.

19.2 The EPO shall, in principle, only be liable for damage caused to the Contractor by an intentional or grossly negligent breach of duty by the EPO's employees, statutory representatives or auxiliary persons employed to perform duties under the Contract. Where a claim for compensation for damage against the EPO is based on simple negligence on the part of the EPO (including the persons listed above), the EPO shall be liable only for

- (a) death, bodily injury or damage to health or,
- (b) where the duty breached is an essential contractual obligation on compliance with which the Contractor is entitled to rely as a precondition for due performance of the Contract, foreseeable damage typical of such contracts.

20. Termination for serious breach of contract

Where the Contractor is in breach of, or fails to fulfil, essential contractual obligations, the EPO shall be entitled to terminate the Contract without prejudice to any claims for damages it may have. Unless otherwise provided for by law, such right of termination may be exercised by the EPO without previous notice.

21. General right of termination

21.1 The EPO may terminate the Contract in the cases covered by Article 9.2.

21.2 The EPO may also terminate at any time, subject to four weeks' written notice, contracts involving ongoing obligations on the part of the Contractor.

21.3 In each case the Contractor shall be entitled to claim the agreed amount of remuneration for the work done, the services rendered or the goods supplied and accepted. He shall also be entitled to all costs already incurred at the time of notice or payable on the basis of obligations reasonably entered into in view of the performance of his contractual duties, against which he must, however, set off expenditure avoided as a result of the EPO's decision to terminate and income deriving from his ability to use labour or goods for other work, or income which might thus have been gained but which he has willfully or negligently omitted to obtain.

SECTION III

Title, intellectual and industrial property rights, applicable law and disputes

22. Title

The Contractor warrants that the work performed and goods supplied by him are unencumbered by any third party's proprietary rights. Title to any items delivered shall pass to the EPO upon delivery unless otherwise stated in the Specific Conditions.

23. Intellectual and industrial property rights

The Contractor shall assume full liability vis-à-vis the EPO for any claim made against the EPO for infringement of copyright, patent, or other industrial and intellectual property rights arising as a result of the use as provided for in the Contract, or the possession of work, goods or services supplied to it by the Contractor. Where appropriate, the Contractor shall arrange the necessary assignment or obtain the appropriate licences and authorisations, and pay any fees, royalties or indemnities.

24. Third-party claims

24.1 In the event of any dispute or litigation involving an alleged violation of a third party's proprietary rights, the Contractor shall at his own cost endeavour so far as is possible to settle the dispute or litigation and shall, if requested by the EPO and for so long as that request is not revoked, be responsible for conducting the defence in respect of all proceedings brought against the EPO. The Contractor shall keep the EPO fully informed of the progress of such dispute or litigation and shall hold the EPO harmless with regard to all expenses, costs and compensation payable to any third party pursuant to a court order, arbitration award or negotiated settlement.

24.2 In the event that any claim by a third party relating to the alleged violation of its proprietary rights results in the EPO suffering damage or loss, the EPO shall be entitled to full compensation from the Contractor for such damage or loss.

25. Applicable law and disputes

25.1 The Contract shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

25.2 Where the EPO does not waive its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities (Annex C), any dispute arising out of or in connection with the Contract shall be

settled in accordance with the Arbitration Agreement (Annex A), which shall form an integral part of the Contract and shall be signed in as many originals as there are parties to the Contract.

- 25.3 Where the EPO waives its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities (Annex C), the courts having jurisdiction for any dispute arising out of or in connection with the Contract shall be exclusively those of Munich.

26. Miscellaneous

- 26.1 The Contract shall constitute the entire agreement between the parties. The Contractor's terms and conditions do not form part of the Contract. No oral agreements or understandings shall exist. Any amendment or addition to the Contract shall be in writing and shall be signed by the parties, particularly amendments having an effect on the price. It is

understood that the "in writing" requirement is not a mere evidentiary rule but is a legal requirement for the amendment or addition to become binding. A cancellation of the "in writing" requirement must furthermore be in writing as defined above.

- 26.2 The Contract shall be drawn up in English, French or German. All communications between the parties shall be in the language of the Contract.

- 26.3 Should a clause of this Contract be or become invalid, the remainder of the Contract shall remain in force.

The invalid clause shall be replaced by a valid clause coming closest to achieving the purpose and meaning of the invalid clause.

- 26.4 If this Contract contains any gaps or ambiguities, it is to be interpreted in the light of the Contract's object and purpose.