General Terms and Conditions for Contracts for Work and Services (Annex 1)

§ 1 Performance of the work or services

Contractor shall carry out the work required for the performance of the work/services under his/her own responsibility and using his/her own equipment and expertise. He/she shall bear the entrepreneurial risk for the success of the work/services owed. TU Berlin shall provide neither rooms nor work equipment unless otherwise agreed in writing in this contract; in such a case, Contractor shall be obliged to observe the regulations of TU Berlin regarding occupational health and safety and to comply with corresponding requests at all times.

§ 2 Warranty and limitation period

(1) Warranty claims against Contractor shall be governed by the provisions of the German Civil Code (BGB).

(2) The statute of limitations shall be determined in accordance with the rules of the BGB.

§ 3 Ancillary obligations

(1) Contractor is obliged to hand over to the TU Berlin all individual documents, records on data carriers and materials on which the work is based on together with the service/work performed. The overall performance, together with its technically protectable and intellectual property rights, shall become the unrestricted property of TU Berlin with the right to use and exploit it as desired. TU Berlin shall be entitled to any rights of use and exploitation arising from the work exclusively and without restriction within the framework of its statutory duties as a university, together with the right to transfer or grant sub-licenses to third parties within the framework of existing contractual or other obligations.

(2) Even after the work has been performed, Contractor is obligated to treat as confidential all business transactions and scientific findings of which he/she has become aware in the sphere of TU Berlin. This applies in particular to knowledge from the area of contract research for so-called third party donors. The confidentiality obligation according to § 3, para 2, sentences 1 and 2 does not apply if the facts are obvious or correspond to the recognized state of the art; the Contractor shall bear the respective burden of proof.

§ 4 Miscellaneous

(1) Contractor affirms that the agreed remuneration does not represent his/her predominant income within the scope of his/her professional activities and that he/she regularly works for other clients in addition to TU Berlin.

(2) Should the social insurance agency responsible for Contractor determine that the execution of this contract constitutes an “employment for remuneration”, social insurance contributions must be paid retroactively from the beginning of the employment. Contractor declares his/her consent that the employee contributions to social insurance to be borne by him/her shall be withheld from the remuneration due retroactively from the beginning of the contract - if necessary also beyond the three-month period of § 28g SGB IV. In the event that the contract has already been fulfilled at the time of the decision by the social insurance agency, Contractor undertakes to reimburse TU Berlin for the contributions due to him/her.

(3) Taxes on the agreed remuneration shall be borne exclusively by Contractor. It is pointed out that TU Berlin is obligated to send a payment notification to the tax office in accordance with § 11 MV zu § 93a Abgabenordnung (German Tax Code). This notification shall be made at the latest at the end of the accounting year.

(4) If a provision of the contract proves to be invalid, the contracting parties shall agree on a provision that comes closest to the invalid provision and ensures the implementation of the contract.

(5) If no agreement is reached, the invalid provision shall be replaced by the provisions of the BGB.

(6) This contract is subject to written form. This shall also apply to agreements by which the written form requirement is to be waived.

§ 5 Additional agreements

(please tick as appropriate): ☐ see Annex