

Individual Agreement
Research and Development Assignment

BGE / XXX

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Bundesgesellschaft für Endlagerung mbH (BGE)

Eschenstraße 55

31224 Peine

– hereafter “BGE” –

and

XXX

Address

– hereafter: XXX –

shall conclude the following Agreement under the assignment number []:

Preliminary remark

1. The Federal Republic of Germany is the sole shareholder of BGE. BGE is responsible for selecting the site for a repository for radioactive waste, especially heat-generating waste. BGE is also the operator of the Asse II and Gorleben mines and the Konrad and Morsleben repositories.
2. XXX is an independent scientific institution/organisation responsible to the general public, with the following responsibilities:

The contractor declares that the scientific institution at which they work is aware of the conclusion of this contract.

3. The areas of responsibility and activity of BGE and XXX mean that they are active in similar or overlapping areas of research and development.
4. They therefore wish to collaborate in their research and development work. The following Research and Development Assignment shall be concluded to this end.
5. The Parties to the Agreement assume that the provisions of Part 4 of the Act Against Restraints of Competition (GWB) and the Regulation on Sub-Threshold Procurement (UVgO) do not apply, as the requirements of the exemption provisions of Section 116 Paragraph 1 No. 2 GWB and Section 1 Paragraph 2 UVgO are met.

6. The conclusion of this Individual Agreement does not prevent XXX from bidding for Federal tenders.

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Having said this, the Parties agree as follows:

Section 1 Subject of the Agreement

1. Under the designation “[]”, XXX shall undertake the assignment whose specifications and scope are described in detail in Annex A (Statement of Work) and Annex B (Work Programme and Execution Periods).
2. This Individual Agreement is concluded on the basis of the Special Ancillary Provisions for Individual Agreements (Annex C) Allgemeine Bedingungen für Forschungs- und Entwicklungsverträge des Bundesministeriums für Umwelt, Naturschutz und nukleare Sicherheit (ABFE-BMU). This is appended as Annex D.

Section 2 Agreement period, execution deadlines

1. The Agreement period begins when
 - the Agreement is countersigned
 - the Agreement is countersigned, but no earlier than [] (*insert: date*)and ends on [] (*insert: date*).
2. XXX must submit the result to BGE by [] (*insert: date*). In this respect, Section 13 ABFE-BMU (*Annex D*) applies. The final report pursuant to Section 12 Paragraph 3 ABFE-BMU shall be submitted to BGE within six months of the date specified in Paragraph 1.

Section 3 Remuneration

1. The Parties agree on the following mode of remuneration within the framework of Regulation PR 30/53:
 - Fixed price pursuant to Section 3 Paragraph 2 below
 - Cost price with an absolute maximum price pursuant to Section 3 Paragraph 3 below

- Cost price with relative maximum price and cost calculation pursuant to Section 3 Paragraph 4 below

<Place cross where relevant>

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2. XXX shall provide the services pursuant to Section 1 at a fixed price of €[] net (plus any VAT due).
3. XXX shall provide the services pursuant to Section 1 at cost price with absolute maximum price. Regardless of the cost price incurred, the price, excluding VAT, may not exceed

€[]

In words: [] euros

The service must be provided at the maximum amount. Regulation PR No. 30/53, the following Paragraphs 5 to 7 and the Special Ancillary Provisions for Individual Agreements (Annex C) shall apply when determining the cost price.

XXX's cost calculation is appended as Annex E.

4. XXX shall provide the services pursuant to Section 1 at cost price with a relative maximum price. The price not including VAT may not exceed

€[]

In words: [] euros

The service does not have to be provided at the maximum amount in the case of a cost price with a relative maximum amount and cost calculation by XXX. If the costs stated in the calculation are not sufficient to complete the project, XXX shall notify BGE without undue delay, and at the latest three months before termination of the Agreement. BGE is then entitled to ask for work to continue on the basis of a cost reimbursement price (without a maximum amount).

Regulation PR No. 30/53, the following Paragraphs 5 to 7 and the Special Ancillary Provisions for Individual Agreements (Annex C) shall apply when determining the cost price.

XXX's cost calculation is appended as Annex E.

5. The cost rates included in the cost reimbursement price for personnel and computing services and for the measurement laboratory shall be based on the currently valid XXX price list and are deemed to be market prices pursuant to Section 4 Regulation PR

30/53. The provisions of Section 4 Paragraph 4 of Regulation PR 30/53 have been observed. If general market prices cannot be established, the prices shall be considered replacement cost reimbursement prices pursuant to Section 7 Paragraph 1 of Regulation PR 30/53, and they may not exceed the amounts stated in each case.

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6. It is assumed that remuneration will be paid according to the following payment schedule (plus statutory VAT, if due):

€	Calendar year	Of which blocked €
0.00	Total	

The block will be wholly or partially lifted if and when XXX provides sufficient justification for the item to be released and BGE agrees in writing.

BGE reserves the right to make a final payment of €[] after submission of the final invoice.

If XXX recognises that the conditions on which the payment schedule is based have changed, it must notify BGE without undue delay. BGE will then attempt to adjust the payment schedule.

7. The assignment-related costs may be invoiced from [] (*insert: date*) onwards and up until the performance date agreed in Section 2 Paragraph 1, as and when they are incurred.¹

Section 4 Rights of use, exploitation, publication

1. XXX has the right to use the results of each assignment.
2. BGE shall receive irrevocable, royalty-free and non-exclusive rights of use pursuant to Section 15 ABFE-BMU.
3. The rights of use granted to BGE by agreement also include the right, unrestricted in terms of space, time or content, to reproduce, disseminate, exhibit, publicly perform, broadcast, reproduce using visual or audio media or by means of radio broadcasts, make publicly accessible and reproduce public accessibility to the results pursuant to Section 13 ABFE-BMU (Annex D), in whole or in part, and to use such results on the internet or electronically. BGE shall also receive the right to publish, exploit or use the

¹ It must be decided on a case-by-case basis whether an activity associated with costs needs to be started before the beginning of the Agreement period.

results in any other way as specified above, including in an edited or amended form, without requiring XXX's specific consent, unless XXX's name is to be mentioned.

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4. XXX shall draw up and maintain a utilisation plan, which shall provide regularly updated details of any rights of use asserted, any results used, and any results published. The latest version of the utilisation plan shall be presented without undue delay at the request of BGE.

Section 5 Delivery addresses and invoicing

1. The reports pursuant to Section 12 ABFE-BMU (Annex D) and the result pursuant to Section 13 ABFE-BMU (Annex D) or, where applicable, the partial results, shall be sent to

Bundesgesellschaft für Endlagerung mbH
Eschenstr. 55, 31224 Peine

and the results pursuant to Section 13 ABFE-BMU or, where applicable, the partial results, shall also be sent by email to the technical contact persons listed below, or in electronic form via cloud or data storage devices to

Bundesgesellschaft für Endlagerung mbH
Eschenstr.55, 31224 Peine

2. The address for invoicing and contractual issues is:

Bundesgesellschaft für Endlagerung mbH
Eschenstr. 55, 31224 Peine

3. All invoices must be submitted digitally via the invoice receipt platform www.xrechnung-bdr.de in compliance with the German Electronic Invoicing Ordinance of 13.10.2017 (ERechV). Invoices for up to €1,000.00 can be sent electronically in PDF format to fibueingang@bge.de. Other exceptions are regulated in Section 3 Paragraph 3 ERechV.

Section 6 Contacts

The following contact persons are designated for the purpose of this Research and Development Agreement:

BGE:

Technical contacts

Title first name surname, telephone number, email address

Title first name surname, telephone number, email address

Administrative contacts

Title first name surname, telephone number, email address

Title first name surname, telephone number, email address

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Research institution:

Technical contacts

Title first name surname, telephone number, email address

Title first name surname, telephone number, email address)

Administrative contacts

Title first name surname, telephone number, email address

Title first name surname, telephone number, email address

These contact persons have the legal authority to make legally binding declarations on behalf of the contractual party concerned.

**Section 7
Contractual components**

The following Annexes

- A (Statement of Work),
- B (Work Programme and Execution Periods)
- C (Special Ancillary Provisions for Individual Agreements)
- D (General Conditions for Research and Development Contracts issued by the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (ABFE-BMU)
- E (XXX's cost calculation in the event that a cost price is agreed pursuant to Section 3 Paragraph 3 or Section 3 Paragraph 4)

shall be components of this Agreement.

Section 8
Entry into force

This Agreement shall enter into force when countersigned.

Place, _____ (date)

Peine, _____ (date)

Research institution

Bundesgesellschaft für Endlagerung mbH

Title first name surname
Position

Title first name surname
Position

Title first name surname
Position

Title first name surname
Position

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