

Terms of Use

Offeror: Hasso Plattner Institute for Digital Engineering gGmbH
Prof.-Dr.-Helmert-Str. 2-3
14482 Potsdam

Principal Investigator:

Title (if applicable) _____

First Name _____

Surname _____

Institution:

Name _____

Address _____

Country _____

1. Subject matter of the agreement

- 1.1. The HPI and in particular the Future SOC Lab (hereinafter referred to as “Offeror”) provides the Principal Investigator and the project members nominated by him/her (hereinafter referred to as "Users") on the basis of the legally non-binding framework, to use the IT landscape of the Offeror for the research purposes of the User.
- 1.2. These Terms of Use primarily regulate:
 - How the User gains access to the IT resources of the Future SOC Lab and what the User must bear in mind in this regard;
 - How to deal with findings that the User makes while using the IT resources of the Future SOC Lab

- 1.3. The Offeror is entitled to modify the Future SOC Lab's range of services (content, structure, etc.) as long as doing so does not have a significant negative impact on the User's ability to achieve the goal it is pursuing through the agreement. The Offeror will notify the User of any such modifications.

2. Availability, opportunities for use

The IT landscape of the Future SOC Lab is accessible at all times unless unavailability has been announced or technical failures limit availability. The Offeror operates the Future SOC Lab to the best of its ability and in line with technological standards for university research institutions, but it does not guarantee availability. The User is permitted to individually use the IT landscape of the Future SOC Lab for the duration, scope, and existence of the agreement on the basis of the consent given by the Steering Committee.

3. Updates, improvements

The Offeror shall update and improve the IT landscape of the Future SOC Lab. The Offeror is free to decide the substance and extent of these updates and improvements.

4. Registration

- 4.1. The User must register before using the Future SOC Lab. The information that the User provides during the registration process must be accurate and complete.
- 4.2. After registration and a granted approval for project realization with the IT resources of the Offeror, the user receives access data for the use of the Future SOC Lab. The User must secure this data against third-party access.

5. Technical requirements

- 5.1. The User must comply with the technical requirements for accessing the IT landscape of the Future SOC Lab (supported connection types) to ensure unhindered access. It is the User's responsibility to procure and maintain the hardware and network connections it requires to access the lab.
- 5.2. The User shall cover the cost of setting up and maintaining its Internet connection. The Offeror is not liable for the security or the content of data that is transmitted over third-party networks. The Offeror is also not liable for disruptions in data transfer that occur as a result of technical faults or configuration problems on the User side.
- 5.3. The User is responsible for the hardware, software and communication channels it uses. In addition, the Offeror has no liability of any kind except in connection with intent or gross negligence or damage to life, limb or health.
- 5.4. The Offeror shall assign the User a simple, non-transferable license to use the software it provides to the User. The User is entitled to use the software for non-commercial purposes and only for the research project described in its application and for the services described in this agreement. The license is valid for the duration of this agreement.
- 5.5. The User agrees to take appropriate steps to implement the latest technology (anti-virus software, security updates, etc.) to prevent damage to hardware and software in the IT landscape of the Future SOC Lab.

6. Pre-existing Rights

Inventions that the User reported to its employer (§ 5 of the German employee inventions law, ArbEG) or published before signing this agreement, patent applications submitted and patents received before signing this agreement, or expertise developed before signing this agreement (hereinafter: Pre-existing Rights) remain the property of the User.

7. New Rights

- 7.1. Insofar the User reports the results of inventions (resulting from research at the Future SOC Lab during execution of this agreement) to its employer (§ 5 of the German employee inventions law, ArbEG) after signing this contract, or publishes them, submits patent applications or receives patents after signing this agreement, or develops expertise after signing this agreement (hereinafter: New Rights), these shall also remain the property of the user.
- 7.2. However, the User is obliged to immediately report these New Rights to the Offeror, including information about whether they will be transferred (according to the guidelines of the German employee inventions law, for instance) to an employer (such as its university).
- 7.3. The User shall, however, give the Offeror a non-exclusive, non-transferable license to use these New Rights for research and teaching, also by third parties, or – in the event that it is no longer the owner or authorized user of these New Rights – it shall ensure that the owner gives the Offeror such a right of use. The Offeror is not allowed to sublicense these Rights to third-parties (in particular the patron and partners of the Future SOC Labs) for non-commercial research and/or teaching projects). This provision also applies to other users of the Future SOC Lab.
- 7.4. In the event that and as long as neither the User nor its employer apply for patents for New Rights or abandon such New Rights (even if only in specific countries), the User shall offer the Offeror these New Rights immediately, or if abandoned, in due time before their destruction, in writing at appropriate, prevailing market conditions. The Offeror can notify the User of its decision to acquire the rights in writing within one (1) month of receiving the User's offer, at which time the contract partners shall negotiate a transfer agreement at appropriate, prevailing market conditions and taking into account the principle of trust and confidence.
- 7.5. The User is obliged to only allow third parties to work with it on the subject matter of the agreement after they have also adopted the User's obligations as described in this agreement and, most importantly, only after they have ensured that they will directly transfer to the User their rights to the Findings.

8. Reporting

The User agrees to submit a report of the work it has performed and the Findings it has made to the Steering Committee, whose meetings are not public, on request and end of the agreed usage period. At the recommendation of the Offeror's Steering Committee or the Offeror, the User shall present its research and key findings to the scientific community at the end of utilization period at the Hasso Plattner Institute's Future SOC Lab Day.

9. Publications

The contract partners agree that in the interest of science the User should be able to publish its research findings. While the partners want to respect this principle, they also want to protect the interests of the Offeror, who may have reasons for wanting keep the information confidential. For this reason, the User agrees to not publish detailed information about the IT landscape as well as the Findings without prior written consent from the Offeror, and not to make them accessible to third parties, such as for a peer review, as long as the Findings in question are subject to the confidentiality requirements in Section 12. The User is also obliged to submit any manuscripts intended for presentation or publication to the Offeror at least two (2) weeks prior to the date of publication or presentation.

If within one (1) week of receiving the documents the Offeror informs the User that it feels its confidentiality interests are affected by the publication or presentation, the User shall either call off the publication or presentation or remove the information that the Offeror has indicated as confidential. Consent for a publication or presentation is considered granted if the Offeror does not respond to the User within the time limit prescribed.

10. Remuneration

In principle the Future SOC Lab can be used at no charge.

Offeror and User can make other remuneration arrangements (such as Service Level Agreements) for additional services (not included in section 5) to prepare for or to conduct research and experiments.

The User is responsible for the administrative maintenance of its software tiers (BS, AppServer, App) and shall bear the cost of such work.

11. Collecting user data

- 11.1. The Offeror is entitled to collect data about the following service-relevant processes: type of use, transmission content, transmission duration, and personal data to identify the User.
- 11.2. The Offeror shall collect and use this data only in accordance with data protection principles.

12. Confidentiality

The contract partners are obliged to keep confidential for an unlimited time period all information to which they receive access in connection with this agreement and which is designated as confidential or which is recognizable as the proprietary information of a contract partner or another partner of the Future SOC Lab. The contract partners also agree to not record, distribute or use such information in any way other than to achieve the purpose of the agreement. They will use suitable contractual agreements with the people they employ and other third parties to ensure that they too refrain from any personal use or unauthorized recording of such proprietary information for an unlimited period of time.

13. Both parties can terminate the agreement at any time and without providing a reason at least six (6) weeks before. Notices of termination must be in writing.

Such a termination does not affect the provisions set out in sections 6, 7, 9 and 12.

14. Final provision

No verbal agreements have been made, and verbal agreements are not valid. Changes and additions to this agreement must be in writing to be valid. This also applies for changes made to this clause.

If a provision in this agreement proves to be or becomes ineffective or invalid, this shall not affect the validity of the remaining provisions. The parties shall replace such provisions with new, valid provisions that come closest to the purpose of the agreement.

This agreement and its interpretation are subject to German law only.

I hereby affirm that I agree to the above Terms of Use:

City/Town, Date

Signature Principal Investigator