

**LICENCE AGREEMENT
FOR RESEARCH INSTITUTIONS/UNIVERSITIES**

between

(only research institutions/Universities /no companies, Please add the institution's/University's name)

*(please add the address of your **University/research institution**).*

- hereinafter: "licensee" -

and

Prof. Dr. Gabriele Sadowski, Im Siepen 32c, 58313 Herdecke, Germany

-hereinafter: „Prof. Sadowski“

and

the **Technische Universität Dortmund**,
August-Schmidt-Str. 4, 44227 Dortmund, Germany,
-represented by the Rector-

- hereinafter: "TU DORTMUND" -

TU DORTMUND und Prof. Sadowski hereinafter referred to as "licensors"

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4. This Agreement shall enter into effect on the date the last party signs this Agreement and is not time-limited. The licensors may terminate this Agreement by giving three month written notice to the

licensee before the expiration of a calendar year. Additionally, each party may terminate this Agreement for good cause. Article 3 shall survive the expiration of this Agreement. In case of termination licensee shall, upon the licensors' demand, extinguish the software from all its data carriers and computers. Licensee shall return the licensors all documents and data received from them under this Agreement as well as any copies made thereof.

5. To the extent a provision or section of this Agreement is invalid, unenforceable, void or contains a gap, whether in whole or in part, the remaining provisions or sections of this Agreement shall remain unaffected thereby. The provision or section which is invalid, unenforceable, void, or contains a gap shall be deemed to be replaced by a provision which has the closest result that the parties were attempting to achieve by the invalid or unenforceable provision. A party may only assign its rights and duties under this Agreement with the prior written consent of the other party. Changes and amendments of this Agreement require the written form, unless a stricter form is required by law. This also applies to the change or amendment of this provision.
6. The County Court of Dortmund in Germany shall have exclusive jurisdiction for all disputes arising out or in connection with this Agreement. This Agreement shall be governed by the laws of the Federal Republic of Germany excluding its rules on conflicts of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Dortmund, dated _____

TU DORTMUND

For the Rector
On behalf of the Chancellor

Andrea Bartkowski

, dated

On behalf of
(Please add the institution's/University's name)

(signature of institution's/University's
authorised signatory)

Name of the signatory

Herdecke, dated _____

Prof. Dr. Gabriele Sadowski