

Contract for a scientific service provided by Freie Universität Berlin or one of its organizational units

Contract number: XXX

between

Freie Universität Berlin

«Strasse»

14195 Berlin

VAT-number: DE811304768,

represented by the Chancellor,
executing organizational unit

University Library

Research and Publication Services

Team Digital Interview Collections

Garystr. 39

14195 Berlin

contact person:

Dr. Cord Pagenstecher,

hereinafter referred to as *university*

and

XXX

Address

VAT-number:

represented by

executing organizational unit

hereinafter referred to as the *client*

the following contract for a scientific service is concluded:

§ 1 Subject of the contract

Under the title *Oral-History.Digital*, the University Library of Freie Universität Berlin is implementing and operating a digital information infrastructure for scientific collections of audiovisually recorded narrative interviews. As a collecting institution (archive, research project, data center, etc.), the client has recorded interviews and would like to make them accessible and available in the *Oral-History.Digital* infrastructure and/or findable with metadata in the interview catalog provided there. A more detailed description of the subject matter of the contract can be found in Annex 1 (Terms and Conditions).

The *university* carries out the work described in Appendix 1 in the following organizational unit:

University Library

Research and Publication Services
Team Digital Interview Collections
Garystr. 39
14195 Berlin

At the client, the following organizational unit is responsible for the work on the archives and collections described in more detail in Annex 3:

XXX

The parties agree that the above-mentioned service is not an open-ended research service, but rather that the service is provided exclusively using proven knowledge and the current state of the art. Further details can be found in the regulations in Appendix 1.

§ 2 Deadlines/Dates

The term of the contract begins when the contract is signed by both parties.

§ 3 Contact persons

- (1) Responsible for the technical implementation on the part of the *client* is XXX.
- (2) Responsible for the implementation by the *university* is Dr. Cord Pagenstecher, Research and Publication Services, Team Digital Interview Collections.

§ 4 Payments/Total Compensation

- (1) The *client* remunerates the university's services corresponding to the Table of Costs (Appendix 2) including all costs incurred. VAT shifted to recipient (reverse charge).
- (2) This amount includes all expenses, materials, machine running times, materials, etc. (full costs) that are necessary to fulfill the tasks described in § 1.
- (3) Payment must be made within 30 days of receipt of a payment request issued by the University in this regard.

5 Confidentiality

- (1) The parties will treat all knowledge, documents, tasks, results and business transactions from the other party's area that they become aware of as a result of this agreement or its implementation

confidentially and will not make them accessible to third parties without the prior written consent of the other party. This obligation also applies after the end of the contract for a period of five years. This does not apply, however, if the parties, as legal entities under public law, are obliged to provide information to third parties, for example under the relevant freedom of information laws.

- (2) The obligation to treat confidentially does not apply to information that was already known to the receiving party before the conclusion of this contract or to information that was already apparent at that time. The obligation further does not apply to information of which the receiving party can prove that it has received such information from a third party after the conclusion of this agreement without any obligation of confidentiality, provided that this party has not received the information directly or indirectly from the disclosing party and for information regarding which the receiving party proves that the information in question became generally available after conclusion of the contract through no fault of its own.
- (3) The *university* undertakes to return the documents provided to it immediately upon request by the *client*, otherwise immediately after completion of the order, without further request to the *client*.

§ 6 Liability

- (1) The *university* will carry out the agreed services with the care required in traffic. The contracting parties agree that the university will fulfill these obligations if it applies the usual care in business transactions, applying the state of the art and using its own knowledge and experience.
- (2) The parties are only liable for intentional or grossly negligent actions. The parties' liability for negligence is limited to the total remuneration to be paid in accordance with Section 4. Liability for loss of production, business interruption and loss of profits as well as other consequential damages is excluded, except in the case of intentional action. In the event of injury to life, body or health, the statutory provisions apply.

§ 7 Independence of the scientific service

This contract does not influence the *university's* procurement decisions. The contract is not related to current or future sales transactions.

§ 8 Entry into force and termination

- (1) The contract shall enter into force upon signature and may be terminated by either party with six months' notice to the end of the year. Each termination must be made in writing.
- (2) This shall not affect the right of both parties to extraordinary termination for good cause, in particular in the event of the publication of illegal content or in the event of intentional or grossly negligent handling of the materials that causes lasting damage to the legitimate interests of the interviewees or the contractual partners.
- (3) In the event of termination, the result achieved must be returned to the *client* immediately. The *university* is careful to present a usable partial result. For this purpose, the *university* will export the content created by the *client* in Oral-History.Digital before deleting it and transmit the export file(s) to the *client*. The total remuneration is to be paid in proportion to the scope of the services already provided.

§ 9 Other agreements

- (1) All changes and additions to this contract must be made in writing to be effective. This also applies to a waiver of the written form requirement. No oral side agreements were made. If individual provisions of this contract are wholly or partially invalid or unenforceable, this will not affect the validity of the rest of the contract. In this case, the contracting parties undertake to replace the invalid or unenforceable provision with an effective and enforceable provision that comes closest to the economically intended purpose of the wholly or partially ineffective or unenforceable provision within the framework of the overall contract. The same applies to any gaps in the contract.
- (2) With the signing of this contract, all previous agreements or agreements between the parties relating to the content of this contract become invalid.
- (3) Neither party is entitled to transfer any rights or obligations under this Agreement to any third party without the prior written consent of the other party.
- (4) The contract is subject to German law. The place of jurisdiction, to the extent that an agreement in this regard is legally permissible, is Berlin.

The following annexes form part of this agreement:

Annex 1 Terms and conditions

Annex 2 Cost table

Annex 3 Archive description

XXX, date

Berlin, date

Signature/stamp

XXX

Signature/stamp

Maria Berschadski

Head of Unit

Budgetary Planning and Management

Signature/stamp

Dr. Andrea Tatai

Acting Manager

University Library of

Freie Universität Berlin

Dr. Cord Pagenstecher

University Library

Project „Oral-History.Digital“