**Agreement on the supervision of a thesis**

concluded between

.................................................

.................................................

(hereinafter: **Client**)

and the

**TU Wien**

Research group/research area ........ at the Institute for ............., .....address..........

represented by ....Name ..., Executive Board of the Institute ... OR ..Name..., authorised by the Rector of the TU Wien pursuant to § 28 (1) University Act 2002

(hereinafter: **University**)

**Preamble**

Mr/Mrs ...... (hereinafter: "student") is not employed at the **University** and will conclude an appropriate agreement with the **Client** for the completion of his/her diploma thesis / master's thesis / dissertation (hereinafter: "thesis"). The student will write a thesis on the topic "......". (Annex 1). The thesis will be supervised on the **University** side by .........

**1. Subject-matter of the Contract**

The service of the **University** consists of the supervision of a thesis on the topic "......" described in detail in Annex 1, using the University resources available to the University in accordance with the schedule in Annex 1. The **University** assumes no responsibility for the student actually completing the thesis.

University contact person:

Name:

Tel:

E-mail:

Contact person of the client:

Name:

Tel:

E-mail:

**2. Fee and terms of payment**

The fee is EUR ....... (in words: Euro .....) and is due for payment on the following dates:

........

The amounts are euro amounts net of statutory value added tax, if any. This includes the possibility of subsequent charging of (Austrian or foreign) VAT against presentation of an invoice that complies with the statutory VAT regulations applicable from time to time, not-withstanding the civil-law statute of limitations. If the liability to pay VAT passes to the foreign **Client** (reverse charge) due to the provision of the service, the **Client** will have no right to charge that VAT to **University** afterwards.

**3 Warranty and Liability**

The **University** shall not assume any warranty for the thesis or its content or for compliance with the time schedule, in particular also not for the thesis or the technical solutions, processes, products, etc. described therein being free of third-party property rights. The **University** shall not be liable for any damages in the event of slight or simple gross negligence.

**4. Rights to project results**

Insofar as the thesis or the technical solutions, processes, products, etc. described therein are or can be protected under special law (e.g. as patents, copyrighted works, etc., hereinafter referred to as "know-how") and originate from the student, an agreement has already been concluded between the student and the **Client** for commercial use by the **Client**. However, the university is entitled to use such know-how exclusively for research purposes. The non-exclusive use of know-how contributed by the **University** is covered by the fee according to point 2. The granting of further rights of use and/or ownership requires a separate agreement.

**5 Confidentiality**

Both contracting parties shall use the business or trade secrets entrusted to them by the respective other contracting party during the cooperation exclusively for the execution of this contract and shall keep them secret for the duration of and until 2 years after the completion of the final thesis. This obligation does not apply to information which was verifiably already known to the Recipient of the Information prior to the award of the contract, which the Recipient of the Information lawfully receives from third parties or which is already generally known at the time of the award of the contract or which subsequently becomes generally known without a breach of the obligations contained in this contract.

**6. Publication of the thesis**

If, at the same time as submitting the thesis, the student submits to the University an application for exclusion of use ("blocking") of the thesis pursuant to § 86 (4) UG 2002, the University shall block publication of the thesis accordingly, but for a maximum period of two years.

**7.** This Contract shall be governed by the laws of the Republic of Austria without giving effect to its conflict of law principles. Amendments and supplements to this contract must be made in writing, in particular an agreement to waive the requirement of the written form in future.

**8.** This agreement has the following annexes:

Annex 1: Project description and time schedule