

Between

RWTH Aachen University (as a legal entity under public law), represented by the Rector or the individual appointed by them, Templergraben 55, 52062 Aachen,

- hereinafter referred to as RWTH -

for its University institution: Institute of Automatic Control

Head of the University Institution: Prof. Heike Vallery

- hereinafter referred to as University institution -

and

Mr./Ms.

The following

### **Agreement**

is made:

### **Preamble**

The University institution supervises final theses and hosts research internships. As part of their activities at the University institution, students are involved in research projects that are funded by the institution or supported through public or private external funding. The University institution gives them access to research results and confidential information. In addition, students undertake work whose results may be, by mutual agreement, further exploited by the University institution or in dissertations or other final theses, such as master's or bachelor's theses. This agreement serves to protect the research results and confidential information and to regulate the rights to the (copyrighted and protectable) results and property rights from the aforementioned research projects between RWTH and individuals who are not employed as civil servants or regular employees by RWTH.

Mr./Mrs. : \_\_\_\_\_ declares as follows:

1. With my consent, on \_\_\_\_\_, I was assigned a thesis on the following topic:

Thesis type:

Thesis topic:

2. I was advised that it is also possible to complete a thesis at RWTH to which the following conditions would not apply.
3. I hereby declare that I will independently prepare the thesis assigned to me and will indicate all sources used as part of its completion.
4. As part of its research data management obligations, the University institution has the duty to store all data generated in the course of a scientific project, for example through source research, experiments, measurements, simulations, surveys, or interviews. Therefore, I agree to fully disclose all data and partial results (including but not limited to primary data, source code, graphics files in their original format) and hand them over to the University institution. To this end, I adhere to the recommendations of the German Research Foundation (DFG) on the safeguarding of good research practice, which have been brought to my attention. (The recommendations are available at [https://www.dfg.de/en/research\\_funding/principles\\_dfg\\_funding/good\\_scientific\\_practice/index.html](https://www.dfg.de/en/research_funding/principles_dfg_funding/good_scientific_practice/index.html)). The following conditions also fully apply with regard to these data and partial results.
5. I am aware that the thesis assignment is based on or related to knowledge, computational methods, programs, software, inventions, and/or intellectual property rights (hereinafter referred to as "existing knowledge") already developed at the University institution.
6. I undertake to treat the existing knowledge as well as all confidential information that I receive from the University institution in the context of preparing my thesis as strictly confidential and to use it exclusively for the preparation of my thesis or for completing the research internship. Confidential information in the sense of this agreement is all information that I have received and taken note of from the University institution in the course of planning, working on, and writing my thesis or on the occasion of my research internship. This includes data of all kinds, in particular written documents, sketches, drafts, formulas, samples, models, measurement and simulation data, drawings, ideas, know-how, inventions, unpublished industrial property rights, and the like. Confidential information may be provided orally, in writing, on data carriers, or otherwise by the University institution and may be identifiable as confidential or designated as such.
7. I will use the knowledge and results (including test bed results, copyrighted works, software developed, invention-related information, etc. – hereinafter collectively referred to as "new knowledge") that I have generated, including knowledge and results developed directly or indirectly in connection with the above thesis/research projects, only within the scope of the work assigned to me, treat them confidentially, and not make them available to third parties. The foregoing does not conflict with the rights and duties of the examiners according to the examination regulations and, in particular, does not hinder the execution of the procedure for the examination and evaluation of the thesis or the research internship as an assessment.
8. The above confidentiality obligations shall not apply to such confidential information for which I can prove that it

- has already been lawfully known to me and was free of any obligation of confidentiality at the time of its acquisition
  - is in, or shall enter, the public domain without me being responsible for this release,
  - was lawfully communicated or handed over to me by a third party without imposing an obligation of confidentiality,
  - been verifiably and independently developed by me without making recourse to any confidential information,
  - must be disclosed pursuant to a binding decision of a public authority, a judicial order, or mandatory statutory regulations,
  - has been released, in writing, for publication by the University institution.
9. I will not publish my thesis and findings without prior consultation with the University institution. Should I want to publish the thesis or findings or use them for scientific purposes, I will consult with the University institution beforehand. The University institution undertakes to contact me should it intend to publish my thesis or any of the results or use them for scientific purposes. Insofar as results that are copyrighted or eligible for copyright protection arise in the course of my work, I grant RWTH an irrevocable, perpetual, exclusive and transferable right of use within the scope of its scientific activities (including contract research and other services). In addition, I grant RWTH a right of use to the extent necessary for it to fully meet its obligations to third parties. Furthermore, I grant RWTH such rights of use as are required by RWTH to achieve the purpose of the work described in Section 1. This also applies to the rights of use and the passing on of rights of use by sublicensing or transfer. The higher education institution may, in consultation with me, make the work publicly available electronically as full text.
10. In the event that RWTH gains quantifiable economic benefits from the rights of use granted, RWTH declares its willingness to enter into negotiations with me regarding an appropriate remuneration based on the value of the economic benefits for RWTH.
11. Insofar as I make an invention in the course of my work or contribute to an invention as a co-inventor, I undertake to immediately disclose all information relating to the invention to RWTH in accordance with the regulations applicable to its employees and civil servants and to refrain from any actions (in particular disclosures to other persons) that could impair the protectability of this invention. I hereby undertake to assign to RWTH all requested rights to the invention or my contribution to it. In return for the transfer of the aforementioned rights, RWTH will place me on an equal footing with its employed inventors with respect to its compensation obligations.
12. A computer workstation with all necessary software and an Internet connection is provided by the University institution. The basis for the use are the regulations and the network rules of RWTH Aachen University. Information on how to use the IT services can be found at any time at <http://www.itc.rwth-aachen.de>. Data transfer of work-relevant material to private data carriers, computers not belonging to the institute, etc., may only be carried out in consultation with the responsible supervisor. Prohibited is, in particular:
- Data transfer of commercial software or software created at the University institution to my own devices,

- data transfer to my own devices of software created as part of the employment relationship as an executable file or source code, unless expressly permitted in writing by the supervisor,
- installing software without being expressly requested by my supervisor to do so,
- making any changes to the configuration of the computer (hardware/software), and
- using Internet services other than for business purposes.

13. I am aware that any violation of the above obligations and restrictions may result in claims for damages against me by RWTH.

Aachen, \_\_\_\_\_  
RWTH Aachen University  
On behalf of the Rector  
The Chancellor  
p.p.

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(Mr./Ms.)

For the University Institution:

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