



# C O N T R A C T

FSM-Project Nr.

Between

**„Swiss Research Foundation on Mobile Communication“**

lawfully represented by

Prof. Rüdiger Vahldieck, President of the Foundation Board of the Swiss Research Foundation on Mobile Communication, c/o ETH Zurich

and

Dr. Gregor Dürrenberger, Executive Officer of the Swiss Research Foundation on Mobile Communication  
c/o ETH Zurich  
(hereinafter called 'FSM')

and

## **Name of Applicant**

Institute and Address of Applicant  
(hereinafter called 'Applicant')

## **Preamble**

The FSM aims to financially support the FSM-Project Nr. \_\_\_\_\_ as described in the proposal submitted to the FSM (see Appendix 1).

## **Art. 1 Object of the contract**

The Applicant shall conduct in the context of the FSM the research entitled „ \_\_\_\_\_ “, hereinafter called 'Research Project'.

## **Art. 2 Responsibilities of Applicant**

The Applicant is required to conduct the Research Project as described in Annexes 1 and 2. The direction of the Research Project is with the Applicant. The FSM is entitled to inquire about the status of the Research Project at any time and to make suggestions and give advice related to project management.

The Applicant shall deliver status and final reports to the FSM at the dates stipulated in article 6.

For major changes in the research plan, e.g., changes of participating institutions, schedules and budgets, the Applicant needs the written consent of the FSM.

The Applicant shall obtain in a timely manner all authorisations needed properly to conduct the research in a legal and ethical manner.



### **Art. 3 Payments of the FSM**

The FSM shall pay the Applicant a total of SFr. \_\_\_\_\_ for the completion of the Research Project:

- a) For salaries:  
Participant: SFr. \_\_\_\_\_
- b) For durable goods (apparatus, instruments, etc.):  
SFr. \_\_\_\_\_
- c) For other expenditure:  
SFr. \_\_\_\_\_

The payments are free of VAT.

### **Art. 4 Payment modalities**

The FSM pays by the following instalments after receiving an invoice from the Applicant:

- 1. Instalment SFr. \_\_\_\_\_ when this contract is concluded.
- 2. Instalment SFr. \_\_\_\_\_ after acceptance of the kick-off report that has to be submitted within 6 months after project start according to proposal (point 1.6, Appendix 1).
- 3. Instalment SFr. \_\_\_\_\_ after acceptance of the scientific and financial intermediate reports.
- 4. Instalment SFr. \_\_\_\_\_ The last instalment (15% of total credit as per Art. 3) will be paid after acceptance of the scientific and financial final reports.

All payments have to be made within 30 days upon receiving the invoice.

Unspent money by the (official) end of the project period has to be returned to the FSM.

### **Art. 5 Ownership**

Property of the goods according to Article 3b is assigned to the Applicant. Upon termination of the Research Project, property rights as defined above remain valid. However, scientists funded by the FSM have the right to use the equipment defined in Art. 3b for project work sponsored by the FSM.

### **Art. 6 Reporting**

The Applicant regularly shall himself inform the FSM about the status of the Research Project, i.e.:

- a) a kick-off report at latest 6 months after project start according to proposal (point 1.6, Appendix 1)
- b) scientific and financial intermediate reports due after \_\_\_\_\_ months after project start according to proposal (point 1.6, Appendix 1)
- c) during project work: an annual oral presentation at an event (symposium, colloquium) organised by the FSM
- d) scientific and financial final reports at the end of the project.

Based on the review of the intermediate reports, the FSM is allowed to cancel the project on a 3 months' notice.



## **Art. 7 Project termination and reduction of payments**

The FSM can decide on the early termination of the project if the kick-off report is not submitted to the FSM within 6 months after project start according to the proposal (Appendix 1; Point 1.6) or if the project start is not sufficiently demonstrated with the report.

The FSM can shorten an upcoming instalment if the Applicant does not comply within 30 days after written reminder by the FSM with the reporting requirements as agreed in Art. 6. If the failure concerns the final reports, the FSM can suspend payment of the final instalment (15% of total credit).

The FSM can shorten or suspend pending instalments if the Applicant violates the duties described in Art. 2. and/or Art. 10.

## **Art. 8 Liability**

The Applicant is responsible for performing the tasks described in the annexes 1 and 2 and to shall exercise due diligence.

## **Art. 9 Know-How and Patents**

The right to exploit the scientific, non-commercial results of the Research Project is shared by both parties. The FSM waives the exploitation right on commercial outcomes of the Research Project.

## **Art. 10 Publication**

The Applicant shall publish the outcomes of the Research Project, preferably in peer-reviewed journals (if possible: open-source).

The Applicant shall acknowledge the support of the FSM in all publications that report the research results as followed:

- In German: Forschungsstiftung Mobilkommunikation
- In English: Swiss Research Foundation on Mobile Communication

The FSM has the right to disseminate the published research results in its own publications, including electronic media.

At the request of the Applicant the final report can be kept confidential up to 6 months (after official termination date). After this period the FSM will publish the final report on the Web.

## **Art. 11 Contract Amendments and Contract Supplements**

Alterations of and supplements to this contract require written consent.

## **Art. 12 Jurisdiction**

This contract is subject to Swiss law.

## **Art. 13 Court of jurisdiction**

The court of jurisdiction is Zurich.



#### Art. 14 Start and expiration

This contract shall take effect on .

This contract shall expire upon completion of the Research Project.

Article 8 remains in effect after the expiration of the contract.

**The Applicant**

**This is only a translation of  
the German contract.  
DO NOT SIGN THIS COPY!**

Place....., Date.....

Signature .....

**The FSM**

Prof. Rüdiger Vahldieck

Place....., Date.....

Signature .....

Dr. Gregor Dürrenberger

Place....., Date.....

Signature .....

Appendix 1: Proposal dd.

Appendix 2: Letter „Decision Scientific Committee“ dd.