

TUM Research and Commercial Cooperations

Basic principles • types of agreement •
model agreement forms



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model agreement forms

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1 | Preface – Why Collaborate?

The Technical University of Munich (TUM) enjoys a standing as one of the best universities in Europe – our research achievements, the quality of our graduates, the relevance of our innovations in society, the business creativity of our start-ups, and our international university ranking substantiate this reputation. Today, we see that the hope of our university founders “to bring the spark of scientific discovery to the industrial world“ (Karl Max von Bauernfeind, 1886) was well realized.

Since its founding, TUM has made a formative impact on the development of modern society through paradigm-shifting basic and applied research, providing solutions to real-world problems, often by translating technological innovation into business start-ups and cooperating with commercial enterprises. Research and development projects provide industry partners access to the knowledge of TUM experts conducting future-oriented research and help them invent and further develop technologies and integrate them into their value-added chains.

Retaining creative power in a rapidly changing world, however, means continuously changing and adapting to new challenges. At TUM, we are doing exactly this – with new professorships, a structural reform that promotes innovation by consolidating 14 schools and departments into seven schools, with future-oriented research areas and new measures to feed knowledge, technologies and services effectively into market-based innovation processes. The new TUM Industry Engagement Program (TUM IEP) connects our established commercial partners with the best scientific talents and students to keep them abreast of new developments and professorial appointments at TUM and identify common research interests to advance promising technologies together.

The TUM IEP creates easy access to our university’s potential and resources with TUM IEP, especially for new partners interested in collaborating with TUM in the future. The recently established key account manager serves as the personal interface between the university and industry.

The increasing complexity of scientific challenges, such as AI and quantum technologies, makes an open innovation culture and long-term structures for collaboration in research ever more necessary. In these collaborative structures, TUM is a leading actor for innovation eco-systems comprising research institutes, commercial enterprises, suppliers, technology firms, incubators and start-ups. Our TUM Joint Labs provide a new format for this type of strategic collaboration. Steered by common governance on equal terms and supported by multi-year budgets, the TUM Joint Labs unite scientific and commercial interests. Partners share their valuable experience and expert knowledge with each other and decide together, in a spirit of trust, which areas of research hold the greatest market potential. They develop this research systematically through complementary subprojects that create synergies. TUM Joint Labs also make TUM and its commercial partners more agile, putting them in position to foresee new developments earlier and orient their innovations towards market requirements. They substantially foster the education and training of our students by introducing them to practice-related issues early on, while commercial enterprises profit from the young talent and their creativity, thereby achieving a competitive advantage.



Thomas F. Hofmann, President of the Technical University of Munich

With over 1,000 collaboration agreements per year, both large and small, TUM's collaborative network could no longer be efficiently managed without binding rules. To structure the contractual relationships, which vary widely in scope, and organize their administration efficiently, we standardized the different types of contracts and collaborations by establishing a binding set of rules for the first time in 2013. Developments over the past ten years have made it necessary to update these rules to open up more creative space for collaborating with our commercial partners. To this end, we have revised the forms of collaboration and contract formats, as well as the explanatory information and sample agreements. We have also introduced new formats, such as the TUM Industry Engagement Program and TUM Joint Labs.

These guidelines are intended to streamline the funding of collaborative projects with commercial partners; at the same time, they ensure the loyalty of scientists to the university, which, for its part, makes favorable conditions available for research (personnel, research facilities, general investments in property, plant, equipment, and operations). While research and commercial collaboration are essential, they must not burden the university's budget;

therefore, they must cover any direct and indirect costs incurred by TUM – the minimum requirement of an “entrepreneurial university”!

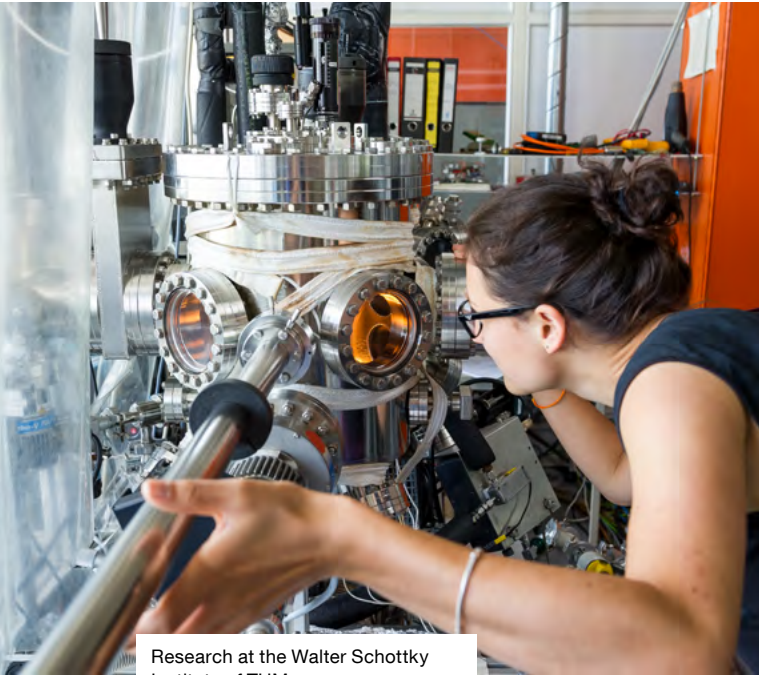
The following brochure, including the new sample agreements, takes effect throughout the university on 1 January 2025. The principles and conditions defined herein apply to all newly negotiated contracts after the effective date.

On behalf of the Technical University of Munich:

A handwritten signature in blue ink, reading "Thomas F. Hofmann". The signature is fluid and cursive, with the first name being particularly prominent.

Thomas F. Hofmann
President

2 | Principles of Commercial Collaboration



Research at the Walter Schottky Institute of TUM

The TUM Office for Research and Innovation (TUM ForTe) is the first point of contact (e-mail: research-cooperations@tum.de) and – in continual consultation with the TUM Legal Office – the central coordination office for all contractual negotiations concerning research and commercial collaborations.

TUM ForTe supports TUM scientists with the formalities of third-party collaboration, advising on types of possible collaboration and questions of intellectual property (IP).



Business enterprises and research partners receive support from TUM ForTe in identifying proven scientific talent for projects. TUM ForTe acts as a service point for all questions related to the TUM research collaboration process. For members of our TUM Industry Engagement program, TUM ForTe provides a key account manager to serve as central coordinator.

The following **principles** form the basis for professional research and industry relationships with third parties and apply to the drawing up of contracts in this context:

- **Legal and Ethical Principles:** Contractual contents must be compatible with legal requirements and TUM's ethical guidelines ([TUM Mission Statement](#)). Conflicts of interest must be avoided in the wording of contractual content and must be made transparent upon entering contract negotiations; this precludes, for example, any parallel collaborative projects with several contracting parties on the same research topic and the use of unauthorized information or materials. We refer you, here, explicitly to the TUM Research Code of Conduct from 1 January 2013 (Chapter 7).

- **TUM Sample Agreements:** In line with international practice, contract negotiations are based on sample agreements. Current TUM sample agreements have been updated to reflect the best practices of recent successful collaborations. TUM has standardized its types of agreement and collaborations (Chapter 5) to facilitate the search for the appropriate template. The updated versions of TUM sample agreements are available for download in German and English.
- **Academic Use:** The academic benefit arises from the unremunerated use of research outcomes and associated intellectual property rights for TUM's or project participants own scientific purposes in research and teaching. This must be taken into account when drafting the contract.
- **Intangible Assets (including intellectual property rights IPRs):**
 - These include: human capital (e.g., know-how, network of contacts) of the scientists involved, any copyrights, the university's experience in knowledge management and
 - legally protectable R&D results or developments, i.e. IPRs, such as inventions and their patent applications, supplementary protection certificates for extending property rights and/or utility model applications, as well as computer programs protected by copyright, aesthetic creations (registered, unregistered and copyright-protected design), trademarks, semi-conductor protection (mask work) and plant variety rights, etc. Intangible assets created by TUM employees are subject to TUM's IP policy. For IPR from projects with third parties, such as those arising from research collaborations, TUM will be the co-applicant for any patent, design, and trademark protection applications, for example. Heads and managing directors of TUM affiliated institutes are urged to orient themselves on TUM's IP policy.
- **Project-Related Total Costs:** In keeping with the principle of cost efficiency, total project-related costs are the basis for the calculating of costs and TUM's internal cost allocation with respect to third parties. Total costs are determined as an overhead calculation in accordance with the simplified pricing procedure for contract calculations under the EU Community Guidelines. Standard market approaches and appropriate terms and conditions are applied to all contractual services that can be attained in the private sector at equivalent costs; this applies, in particular, to negotiations for the transfer of property or user rights for intangible assets.
- **Financial Project Management:** Revenues and expenses relating to a project involving third parties are managed exclusively by TUM through an allocated fund.
- **Collaboration with TUM Spin-Offs:** Special rules of compliance apply to collaboration between any companies founded by TUM members (e.g., TUM spin-offs or other stakes in commercial enterprises) and TUM. These principles are detailed in the information brochure "Founding at TUM".
- **Authorization to Sign:** TUM is a public body and state institution represented by its president. Therefore, contractual agreements with third parties affect TUM as a whole; individual members of the university may not enter into research contracts with third parties without being authorized to sign on TUM's behalf.

3 | Partnerships with Industry

TUM makes it possible to collaborate with industry partners on three different levels, depending on their degree of involvement:

1 Project Partnership:

These individual research and development projects (R&D projects) are devoted to a specific thematic focus or the provision of scientific services within the scope of a project-based collaboration.

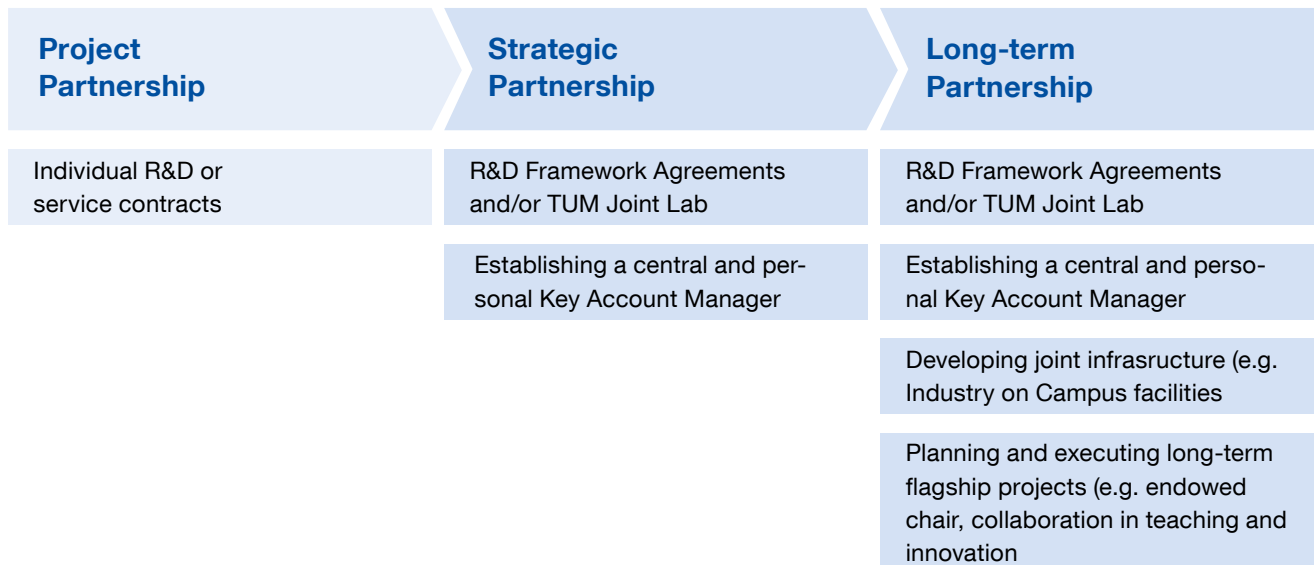
2 Strategic Partnership:

These R&D projects are a long-term and more clear-cut form of strategic collaboration carried out under the auspices of a master agreement. On this basis, **TUM Joint Labs** facilitate the opportunity to expand this type of stra-

tegic partnership through common governance, a multiple-year financial framework, and a clear thematic focus. As a member of the [TUM Industry Engagement Program](#), the strategic partner is assigned a key account manager who is responsible for topic scouting early on and provides optimal coordination and support for the partnership.

3 Industry On-Campus Partnerships:

These are long-term, strategic collaborations in research, teaching and innovation undertaken based on a master agreement and using collaboration spaces on-site at the university. As a member of the [TUM Industry Engagement Program](#), the on-campus partner is assigned a key account manager who provides optimal coordination and support for the partnership to increase synergies on campus, for example, through networking events with scientists and workshops with students.





A research project of TUM:
the project WARP (Autonomous
Driving)

4 | TUM Industry Engagement Program

The TUM Industry Engagement Program (TUM IEP) is an attractive offer for companies of any size. It helps them glean the most from the resources and opportunities of TUM's ecosystem, especially as it can respond to the individual needs of each company and effectively organize collaboration. TUM provides each member of the TUM IEP with a key account manager.

TUM IEP facilitates the:

- Proactive networking of business partners with professors who have relevant, discipline-specific expertise, as well as with early-career scientists and students at TUM
- Structured exchange of information on new developments at TUM
- Identification of common research interests and synergy potential
- Productive collaboration with high-potential technologies
- Transfer to market-oriented innovation processes

TUM IEP offers easy access to TUM's potential and resources, especially for new partners interested in working with TUM in the future. Members of the TUM IEP benefit from the role of the key account manager by being able to coordinate the collaboration even more strategically and stay at the forefront of the latest technological developments.

TUM IEP supports partnerships in three key areas:

- ① TUM Research & Future Technologies,
- ② TUM Insights and
- ③ TUM Talent Network.

① TUM Research & Future Technologies

With over 660 professors in seven Schools, six Integrative Research Institutes, and seven Corporate Research Centers, TUM continually develops new and promising technologies for industry and society. At the same time, businesses are voicing ever-greater demand for new ideas and early access to innovative technological developments. The key account manager identifies relevant areas of interest together with business partners and arrange contact to qualified scientists with the requisite expertise to solve the problem.

As part of structured exploratory workshops, business partners and TUM researchers discuss current problems and new development opportunities together, rethink research issues, and develop innovative solutions and specific project ideas. Furthermore, TUM-IEP enables early insight into TUM's IP, also in the form of selected, undisclosed patent applications.



Successful industrial cooperations of the TUM

2 TUM Insights

TUM IEP members are informed via individual newsletters about all new and important developments at TUM, such as new professorial appointments, infrastructures and technological innovations, promising, future-oriented research areas, or exclusive, advance information on high-tech spin-offs.

We also provide detailed information on public calls for tenders and planned proposals within TUM's eco-system to help TUM researchers explore the possibility of a joint application with a TUM IEP industry partner.

3 TUM Talent Network

TUM IEP fosters proactive networking among business partners and professors with relevant, discipline-specific expertise, as well as with early-career scientists and students.

TUM IEP extends invitations to events, workshops, and research colloquia where students, graduates, doctoral candidates, start-ups and business representatives can meet to exchange ideas and information.

TUM IEP creates a fertile framework for productive collaboration with business partners and supports communication and networking within the TUM innovation eco-system.

The [Sample Agreement for the TUM Industry Engagement Program](#) applies to memberships.



5 | Types of Research Agreements and Collaborations

The characteristics of different types of research agreements and commercial collaborations are defined in the overview (see Chapter 5.6.) and in the generally applicable principles (see Chapter 2). The features of these types of agreements are described below.



Work on the fermentation system at TUM Campus Straubing

5.1. Non-Disclosure Agreement (NDA)

Non-disclosure agreements (NDAs) regulate how confidential information is shared with third parties (e.g., the confidential know-how of TUM or its partner, undisclosed patent applications, etc.). As a rule, the purpose of an NDA is to initiate confidentially a planned research collaboration or commercialization of research results.

The **subject area** and the **time limit** are specified in the NDA. If the owner of know-how publishes that know-how, the duty to maintain confidentiality ends.

The transfer or licensing of intangible assets is not permitted within the scope of an NDA.

NDAs are based on the [TUM Sample Agreement for Non-Disclosure Agreements](#). TUM professors may sign the NDA based on the TUM sample agreement independently if the sample document has not been modified. Using unmodified TUM sample agreements is always the best choice for urgent, confidential negotiations.





TUMmesa climate chamber

5.2. Material Transfer Agreement (MTA)

Material Transfer Agreements (MTAs) regulate the transfer of materials (e.g., biological material such as bacterial strains, plasmids, chemical compounds, or other material samples) to academic or industry partners for research and/or testing purposes. TUM may act as the provider or recipient. In the event of TUM acting as a provider the transferred material may only be used for non-commercial purposes upon agreement with TUM, but TUM will retain full ownership of the material. Commercial use requires TUM's consent and must be regulated by a subsequent contract (with a compensation agreement).

MTAs with **TUM as the provider** and a scientific research institute as the recipient are based on the [TUM Sample Agreement for Material Transfer Agreements](#) and require the signature of TUM ForTe and the TUM Legal Office (ZA 5).



Other constellations, e.g. cases in which TUM receives material, require consultation with TUM ForTe.

5.3. Contracts for Services (Scientific Services)

Scientists at TUM can swiftly perform scientific services on special problems. TUM's portfolio of services ranges from measurements, testing, creating works or preparing expert opinions to software programming and the collection and analysis of data. A contract for services regulates the provision of **routine scientific and technical services**, which TUM performs for third parties using its own knowledge and infrastructure.

Remuneration is calculated on the **basis of total costs** in accordance with the simplified calculation procedure for job order costing under the EU Community Guidelines, plus value-added tax. This remuneration is operating income and is not considered third-party funding under the TUM allocation key.

Contracts for Services:

- **Define a clear, known objective** (the work to be performed or created) and, where applicable, also the path to realization. The interpretation of the results obtained or data compiled by the scientists is not generally part of a contract for services. In this case, the researchers involved usually have no scientific interest in publication.
- **Reflect the interest of the client regarding the specific agreed upon result/work.** According to the law, TUM must deliver the services, such as measurement results, software, reports and expert opinions, free from defects, intellectual property rights, and defects of title by the deadline.

- **Do not contain any provisions regarding protectable outcomes of work performed by TUM.** Any IPR and know-how related to the applied methods and, where applicable, their further development remain with TUM.
- **Are based on the TUM Sample Contract for Services.** When using the unmodified TUM sample contract, professors may sign independently on behalf of TUM and of their own responsibility.



The development of bionic prostheses is being researched at the TUM Chair for Computer Aided Medical Procedures & Augmented Reality.



5.4. Research and Development Agreements (R&D Agreements)

R&D agreements regulate research projects (incl. sub-contracts) involving TUM scientists and a third party (e.g., commercial enterprises), which are funded/commissioned by the third party.

TUM offers different arrangements for R&D work. First, there is the option of carrying out a single project (see Chapter 5.4.1. Individual R&D Agreements). Another option is a Master Research and Development Agreement for carrying out several projects and reinforcing the strategic collaboration between TUM and a partner (see Chapter 5.4.2). Additionally, a strategic research alliance is possi-

ble by setting up a “TUM Joint Lab” (see Chapter 5.4.3); this type of collaboration has a multiple-year, predefined budget based on an Master Research and Development Agreement, and the individual projects are defined, initiated and controlled through a joint governing board according to the respective, individual contractual agreement.

The contract partner finances the project **on the basis of total costs** according to the simplified calculation procedure for orders costing under the EU Community Guidelines. Revenue from research and development agreements is considered third-party funding under the TUM allocation key.

The contracting partner receives access to the project results according to the two TUM IP variants described below. The focus of research is developed and coordinated between the contracting party and the respective TUM professor.

Projects for R&D Agreements:

- **Contain a research program that is goal-oriented, but – especially in contrast to a contract for services – has an open-ended outcome**, which usually makes an analysis and interpretation of the obtained results/data by scientists necessary. TUM is not obligated to deliver any specific project result; TUM is not obligated to assume liability for the commercial exploitability of R&D results or for ensuring the R&D results are free from (third-party) intellectual property rights, etc. Furthermore, liability claims against TUM for research results are excluded as far as possible.



5 | Types of Research Agreements and Collaborations

- **Consider equally the publication interests of the TUM scientists** and the interest of the contracting partner in the careful processing of the R&D results according to plan and on schedule.
- **Ensure the free use of the R&D results and associated IPRs** for scientific purposes in research and teaching for TUM and the TUM researchers involved in the project.
- **Regulate the financial compensation of all intangible assets (IA)** and the handling of existing and newly established IPRs. In addition to utilizing the existing know-how at TUM, two variants are available for IPRs:

Variant A – Licensing Option: Intangible assets that are created remain the property of TUM; with this option, TUM offers its contracting partner a binding, limited term option for the exclusive right of use in return for licensing fees at appropriate and standard market rates, or

Variant B – IA Surcharge: TUM transfers the right of use and property rights to the IPR to which it is entitled and/or that arise from them to the contracting partner in return for advanced payment of a 15% IA surcharge on the net contract amount, plus the statutory value-added tax. TUM receives a free grant-back license for the utilization of IA outside of the contracting partner's scope of business. In any event, TUM appears in all IPR applications as a co-applicant free of charge (patent, design and trademark protection, etc.).

The Intangible Assets surcharge

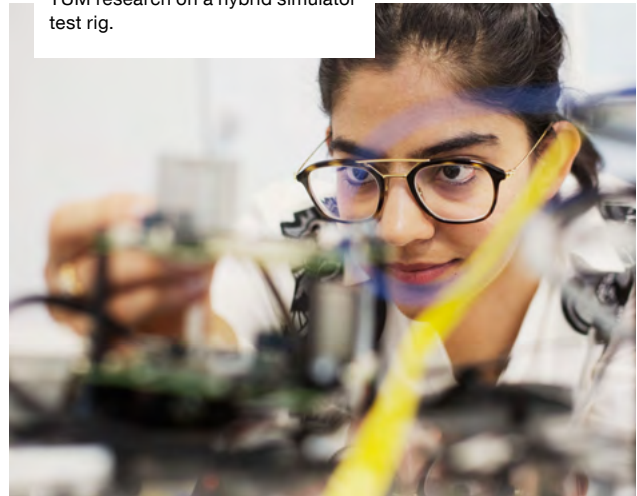
The IA surcharge is always levied regardless if inventions are created.

The IA surcharge is invoiced by TUM ForTe at the beginning of the project, i.e. directly after the contract is signed. The payout of the invention fee to the inventor group is undertaken independently from the patent application date for an invention and after the research project ends in each case, as soon as the respective shares can be attributed.

The IA surcharge consists of:

- **IA strategy flat rate (60%):** This flows into the TUM know-how fund and is used for the strategic expansion of knowledge utilization arising from IA and patent/licensing activities at TUM.
- **Anticipated IPR remuneration (40%) for the transfer of rights of use and property rights, especially obligations to pay remuneration for inventions:** In the event patent rights are transferred to a contracting partner, the inventor group will receive 30% (in accordance with § 42 (4) of the German Employee Invention Act (Arb-nErfG)) and TUM will receive 70%; TUM primarily makes this share available to the chair or professorship heading the project after taking costs into consideration.

TUM research on a hybrid simulator test rig.



5.4.1. Individual R&D Agreements

R&D agreements regulate the individual research projects of TUM scientists that are undertaken on behalf of a third party like a commercial enterprise.

They are based on the [TUM Sample Agreement for Research and Development Agreements](#).



5.4.2. Master R&D Agreements

R&D projects can be carried out as a long-term form of strategic collaboration under the auspices of a Master R&D Agreement. These Master R&D Agreements regulate the general **principles of collaboration with a company** and, where applicable, their associated companies, whereby the **individual research projects** are regulated by a **special, individual project agreement**. A Master R&D Agreement provides for efficient collaboration, clear and transparent standards, and ensures the **fast processing of individual R&D projects usually within ten workdays**.

Master R&D Agreements regulate, among other things, the handling of protectable R&D results, as well as issues of publication, confidentiality and liability, and they allow partners to **enter swiftly** into individual project agreements. The negotiation of Master R&D Agreements is undertaken by TUM ForTe under the leadership of the TUM Senior Vice President for Research and Innovation.

An overview of the currently valid, university-wide master R&D agreements is available on a confidential basis for TUM employees in the [Services Directory](#) under Forms for third-party funding and research funding.



5.4.3. TUM Joint Lab Agreements

TUM Joint Labs are a special form of strategic partnership. Here, the partners share valuable expert knowledge and experiences, they work together effectively and in a spirit of trust, and they identify promising research topics with market potential.

Based on a Master R&D Agreement, a **pre-defined budget** is generally agreed upon for an initial period of 3 to 5 years for the purpose of conducting joint research and development work in a **predefined focus area**. After entering the Master R&D Agreement, projects with synergistic content are defined by a joint **steering board**, which presides over the TUM Joint Lab; the steering board ratifies the projects in related individual project agreements and steers them with regard to defined focus areas. The **steering board** has equal representation in terms of TUM professors and the representatives of the company; it is responsible for the selection of the proposed individual projects and the allocation of funds from the total budget for the individually selected research project.

The negotiation of TUM Joint Lab agreements is undertaken by TUM ForTe under the leadership of the TUM Senior Vice President for Research and Innovation.

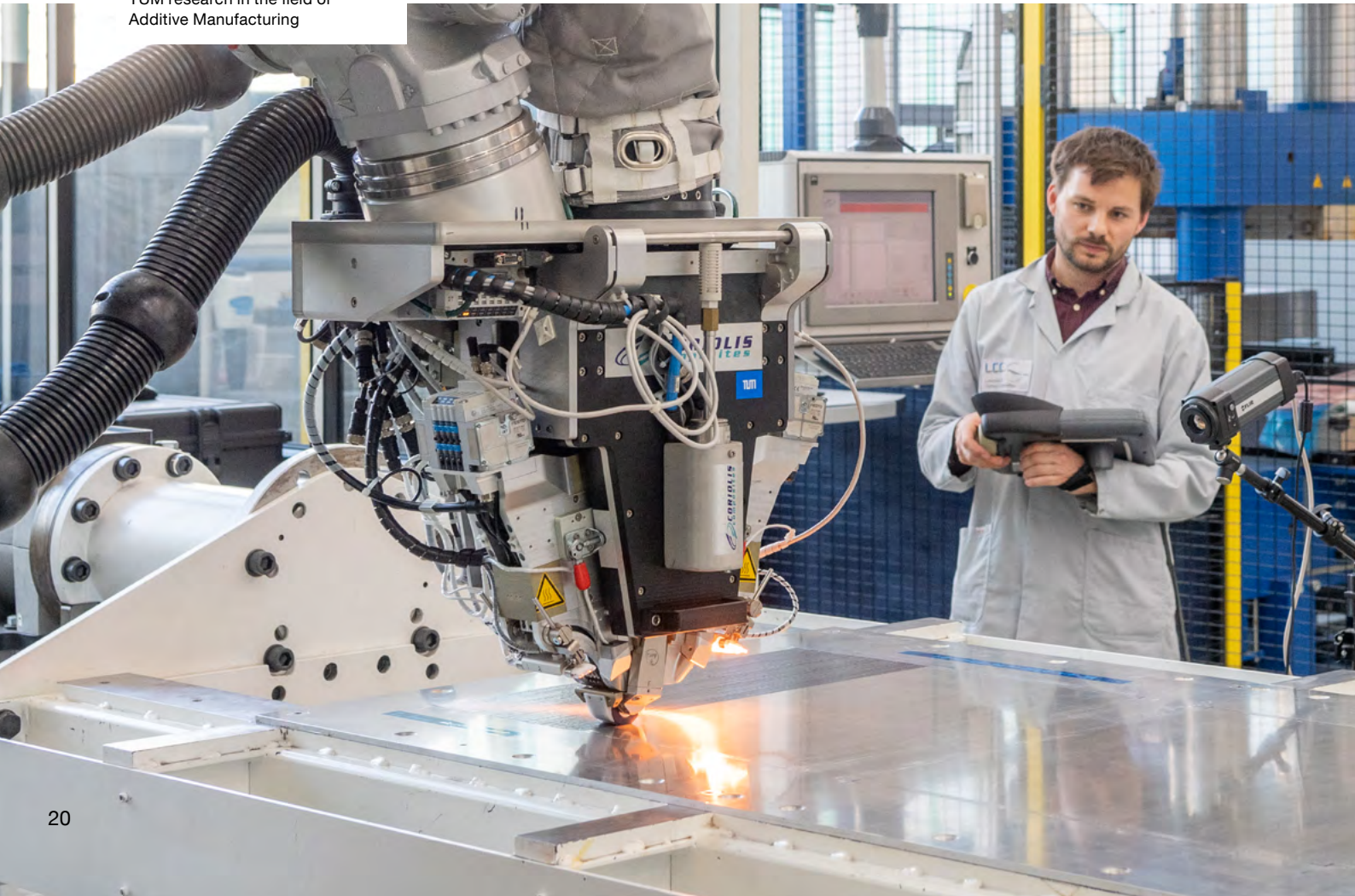
5.5. Public Research Funding Support (Joint Research Projects)

Public funding agencies at the state, federal and European Union levels finance research projects within the scope of their programs, which are often executed as joint research projects in collaboration with third parties. These collaborations are regulated through the following types of agreement, among others.

5.5.1. Joint National Research Projects (e.g., BMBF)

These contracts regulate collaboration with industrial and/or academic partners in **publicly funded joint research projects**. In particular, they contain regulations governing results, including intellectual property, publication rights and liability issues. As a rule, joint projects are financed by the funding agency (e.g., BMBF, BMWK, Bayerische Forschungsstiftung, etc.); income from these collaborative projects is third-party funding according to the TUM allocation key.

TUM research in the field of
Additive Manufacturing



Collaboration Agreements:

- **Regulate a research program with an open-ended outcome** based on the objectives and contributions of the partners, which are defined in the grant application and the grant notification. In this case, neither party is obligated to deliver a successful outcome; however, both parties are obligated to work to high professional standards.
- **Regulate the fulfillment of utilization and publication obligations** to the funding agency.

- **Regulate the handling of any IPR created:** Results belong to the partner whose staff has achieved them on their own; joint results belong jointly to the partners involved.
- **Regulate the possible granting of rights of use for inventions at the end of a project, where applicable, in return for license fees at appropriate and standard market conditions,** which are to be negotiated and agreed contractually. In the event of joint inventions, a careful assessment of the contributions to the invention will be necessary, and if the contributions are not equal, financial compensation for the benefit of the university, will also be required.
- **Regulate, for the duration and purpose of the project, the granting of Background IPRs** required for the project and the use of the results.
- **Ensures the unremunerated use of the results and associated IPR** for the scientific purposes of TUM and TUM researchers involved in the project. Are based on the [TUM Sample Agreement – Collaboration Agreement](#); Where applicable, the TUM sample agreement is adapted to meet the requirements of the project's specific funding conditions before contract negotiations commence. If TUM is the lead manager of the project, the collaboration agreement will be negotiated based on the TUM sample agreement.



5.5.2. ZIM Collaboration Projects

Zentrales Innovationsprogramm Mittelstand (ZIM) collaboration projects promote the **transfer of innovations from basic scientific research to medium-sized companies in industry** to reinforce their innovative strength and competitive position over the long term. For this reason, they are an important funding instrument, and applications from TUM members are expressly welcomed.

Unlike the majority of funding programs at TUM, the funding regulations for ZIM projects allow for **submitted applications to include a finalized draft of the collaboration agreement**, which is to be signed upon approval of the application.

If TUM is the leading partner of the project, the collaboration agreement will be negotiated based on the TUM sample agreement.

To ensure optimal conditions for the project, applicants are required to involve TUM ForTe and the TUM Legal Office early-on **before submitting their applications** by contacting them at the main email address research-cooperations@tum.de.

TUM employees can find the sample contract for the [ZIM collaboration project in the Service Directory](#) under Forms for third-party funding and research funding.



5.5.3. EU Consortium Agreements

These contracts govern the rights and obligations within a consortium when carrying out an EU collaborative project. These projects often consist of collaboration between industrial and/or academic partners. The financing is provided by the EU as the funding agency; the income from EU projects is third-party funding according to the TUM allocation key.

EU Consortium Agreements:

- **Regulate the more detailed structure of the legal relationships of the consortium partners with each other** in addition to the funding agreement between the EU Commission and project coordinator (grant agreement); they cover issues such as existing IPRs, rights to project results, and provisions regarding publication and liability.
- **Ensure the unremunerated use of project results** by each partner for internal academic purposes in research and teaching.
- **Regulate the commercial use and granting** of non-exclusive licenses with respect to joint project results.
- **Are based on the DESCA sample agreement¹** for EU-funded consortium projects with European partners; for this reason, these contracts are available only in English.

¹ https://www.desca-agreement.eu/desca-model-consortium-agreement/?trk=public_post_share-update_update-text&cHash=7d235da6395dce6293ed67bedfa4219c

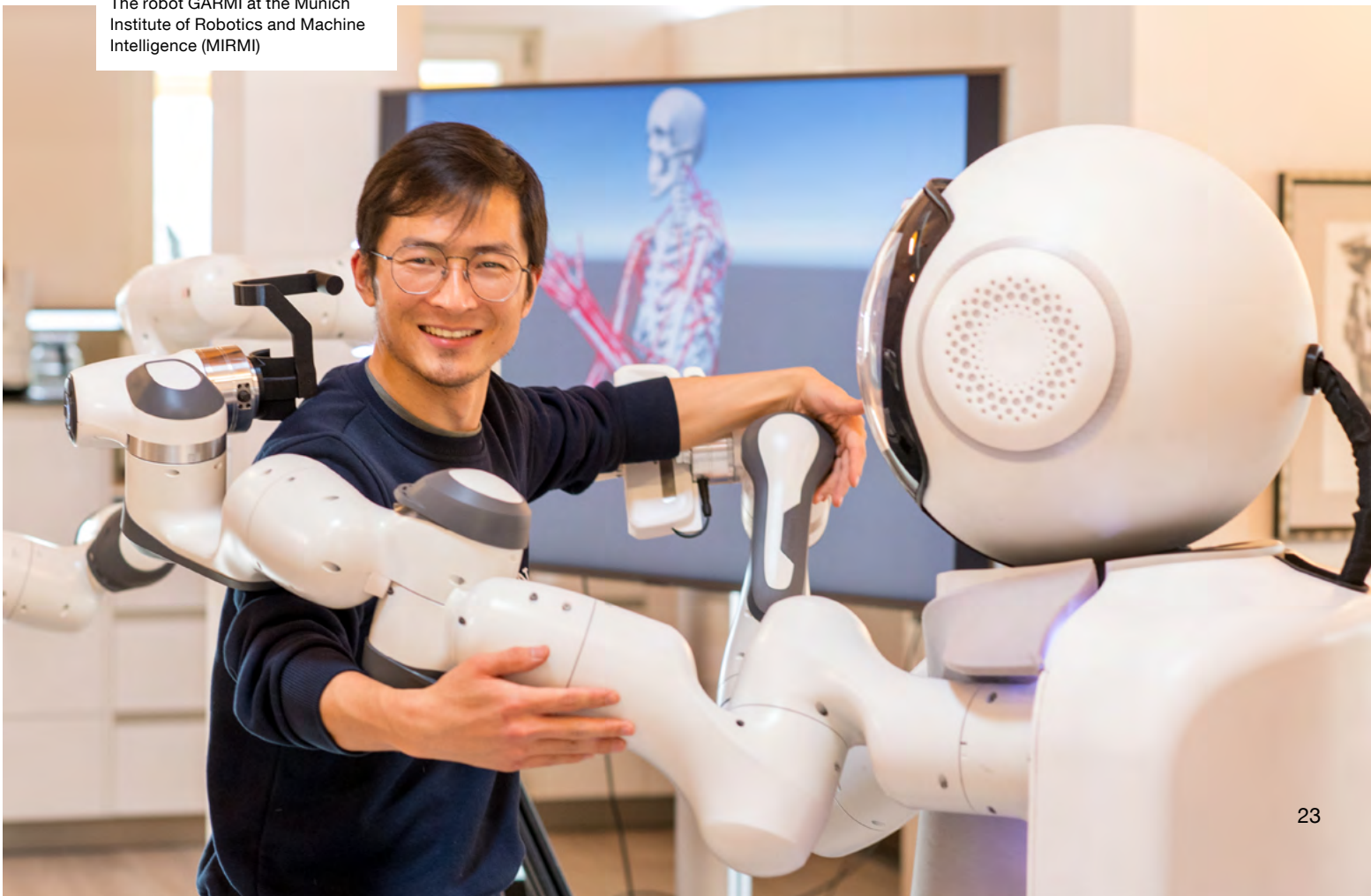
5.5.4. Transfer of Funds Agreements (Especially DFG-Coordinated Programs)

Joint projects within DFG-coordinated programs, such as projects for special research areas (SFB) and trans-regional areas (TRR), post-graduate groups (GRK), research groups (FOR), priority programs (SPP), and national research data infrastructures (NFDI), are an essential pillar of collaboration in the TUM partner ecosystem.

Within the scope of approved joint projects or DFG-coordinated programs, some **project funds are transferred from an applicant or institution managing funds to a project partner (co-applicant or other institutions involved)**. In this case, the transfer of funds is usually regulated in a transfer of funds agreement or a collaboration and transfer of funds agreement between the universities.

If **TUM is the institution that is the applicant or manager of the funds (lead university)** and it transfers project funds, the transfer of funds agreement or a collaboration and transfer of funds agreement is negotiated based on the TUM sample contract.

The robot GARMi at the Munich Institute of Robotics and Machine Intelligence (MIRMI)



5.6. Overview of Different Types of Agreement

Type of Agreement	Content	Result	Funding
TUM IEP Program (p. 38)	TUM Industry Engagement Program Membership	Access to and Networking with TUM Researchers and Scientists	Membership Fees
Non-Disclosure Agreement (p. 40)	Exchange of confidential information with third parties	Disclosure or receipt of confidential information	None
Material Transfer Agreements (p. 41)	Transfer of materials to academic research institutes	Delivery of materials	None
Contracts for Services (p. 42)	Scientific services for third parties (e.g. measurements, testing, software)	Delivery of services free from defects, IPR, and defects of title	Compensation based on total costs (operating income)
R&D Agreements (p. 43)	Fully-funded research projects with third parties, particularly commercial enterprises (commissioned research)	Target-oriented research program with an open-ended outcome, no obligation to deliver any specific project result	Total costs basis (third-party funds)
Collaboration Agreements (funding of joint research projects) (p. 46)	Collaboration with industry/ academic partners in publicly funded joint research projects (e.g., BMBF, BMWK)	No obligation to deliver concrete project success any specific project result, partners obliged to make professional contributions	By funding agency (third-party funding)
ZIM Collaboration Projects (p.48)	Collaboration with at least one industry partner (KMU) in publicly funded joint research projects of the ZIM funding line	No obligation to deliver any specific project result, partners obliged to make professional contributions according to project description	By funding agency (third-party funding)
EU Consortium Agreements (According to DESCA sample) (p. 48)	Partners' rights and obligations when carrying out an EU collaboration project	No obligation to deliver any specific project result, partners obliged to perform work to professional standards	By funding agency (third-party funding)
Transfer of Funds Agreements (p. 49)	Transferring funds; normally the transfer of funds agreement is not a stand-alone document, but rather is connected to a collaboration agreement for joint research projects; often a collaboration agreement is not available for SFB	Use of funds in accordance with relevant guidelines	By funding agency (third-party funding)
License and Exploitation Agreements (p. 54)	Use or acquisition of TUM's IP in return for remuneration	Transfer of rights of use or acquisition of IPRs	Remuneration as appropriate at market rates

5 | Types of Research Agreements and Collaborations

Publication Rights	Confidentiality Provisions	Warranty & Liability	Contractual IP Provisions
N/A	Full and for a period of 5 yrs.	Limited liability	No provisions
No	Full and for a specified period	Limited liability	IPR and all pre-existing rights remain with TUM
Free	None	Limited liability	Material remains property of provider
No	Full	Limited liability	None, in compliance with confidentiality provisions regarding TUM know-how
As appropriate	As appropriate and for a specified period	Both	IPRs at TUM or transfer in return for is subject to an IA surcharge
Free	As appropriate and for a specified period	Both	IPRs are held by the partner who created them; collaboration partners have a limited-time option to license the IPRs IPR for partners who developed it; this option has a limited period and is for licensing for joint research partners
Free	As appropriate and for a specified period	Both	IPRs are held by the partner who created them; collaboration partners have a limited-time option to license the IPRs IPR for partners who developed the work; option has a limited period and is for licensing for the joint research partners; utilization should be undertaken by the industry partner
As appropriate	As appropriate and for a specified period	Both	IPRs are held by the partner who created them; collaboration partners have a limited-time option to license the IPRs IPR for partners who developed it; option has a limited period and is for licensing for the joint research partners
No rule, subject of the collaboration agreement, where applicable	No rule, subject of the collaboration agreement, where applicable	No rule, subject of the collaboration agreement, where applicable	No provision; subject of the cooperation agreement, if concluded No rule, object subject of the collaboration agreement, where applicable
Free	As appropriate and for a specified period	Limited liability and warranty with regard to licensed object	Specific provisions

6 | Use of Intellectual Property (IP)

New, complex issues regarding the appropriate and fair distribution of rights and obligations at the university arise in the context of social and economic interest in potentially new products and technologies and the continually increasing use of communication media, computer programs, trademarks, designs and technologies used in education at TUM.

It is essential to keep pace of legal developments and relevant funding conditions. Appropriate consideration of the interests of all parties requires transparent and reliable conditions for dealing with intellectual property (IP). For TUM, the benefit to society has higher priority than the pursuit of financial gain.

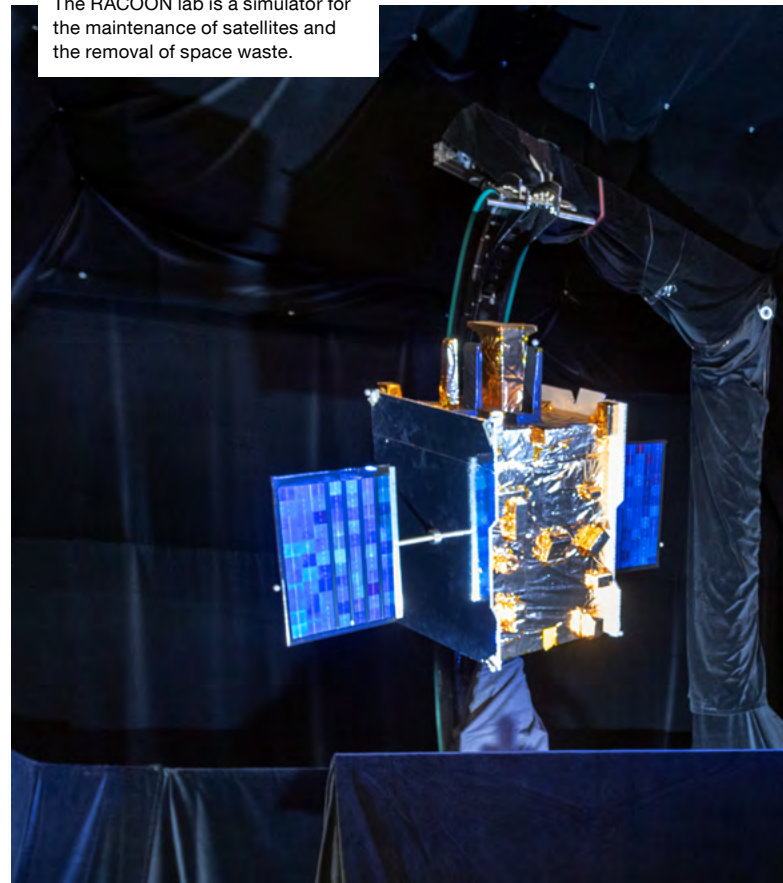
TUM ForTe Patents and Licenses is the contact for all questions and processes related to IP; it supports patent processes, manages TUM's IP portfolio and is responsible for negotiating IP provisions on behalf of TUM.

6.1. TUM IP Policy

In questions of intellectual property (IP), the following principles apply:

- The ideas, products and technologies developed at TUM should be for the greatest possible **benefit to industry and society**. The transfer of technology forms a central part of TUM's mission. TUM endeavors to translate the ideas, technologies and creative work developed by the TUM community and effectively feed them into market solutions.

The RACOON lab is a simulator for the maintenance of satellites and the removal of space waste.

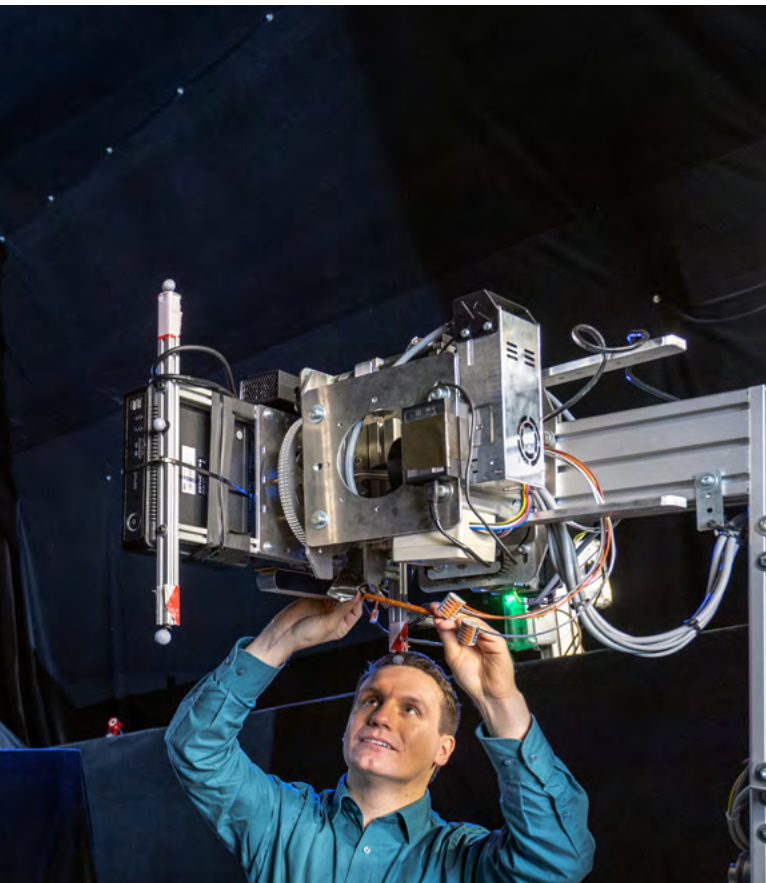


- The **commercial exploitation of research results** is a cornerstone of our identity as an entrepreneurial university. As a public institution, TUM conforms to the legal requirements that allow it to dispose of its assets (including intangible assets) at standard market terms and conditions. Inventors and authors profit financially from their accomplishments, and the professors involved profit from having funds flow back into university research.
- Scientists may decide freely, within the scope of applicable legal regulations, whether, when and under what conditions an academic paper should be published; this right is not restricted in the process. The transfer of technology may not prevent researchers from using their inventions within the scope of their research and teaching activities.

- As an entrepreneurial university, TUM supports the founding of start-ups based on research results. If TUM is entitled to the requisite IP, TUM will look for individual solutions with the business start-ups as to how the university can share in the proceeds. The [IP fast-track model](#) was developed to ensure efficient and fair access to IP for start-ups.



- The interests of TUM and its members must be protected with respect to the use of the name, logo, signets, and the word and image trademarks of the university. If these are to be used externally to highlight a collaboration with the university, TUM's consent to such use must first be obtained. Furthermore, it must be ensured that they are used correctly and, where applicable, compensation is paid for their use.
- TUM strives to find solutions that achieve the greatest balance of the above objectives. For this reason, TUM's decision on how to proceed with specific inventions, know-how and works takes the interests of society, the university and its members into consideration, in addition to legal considerations.
- TUM and its members respect the IPR of others and are mindful of the guidelines for conducting proper scientific work. They also ensure no external IPRs are infringed upon when collaborating with third parties.



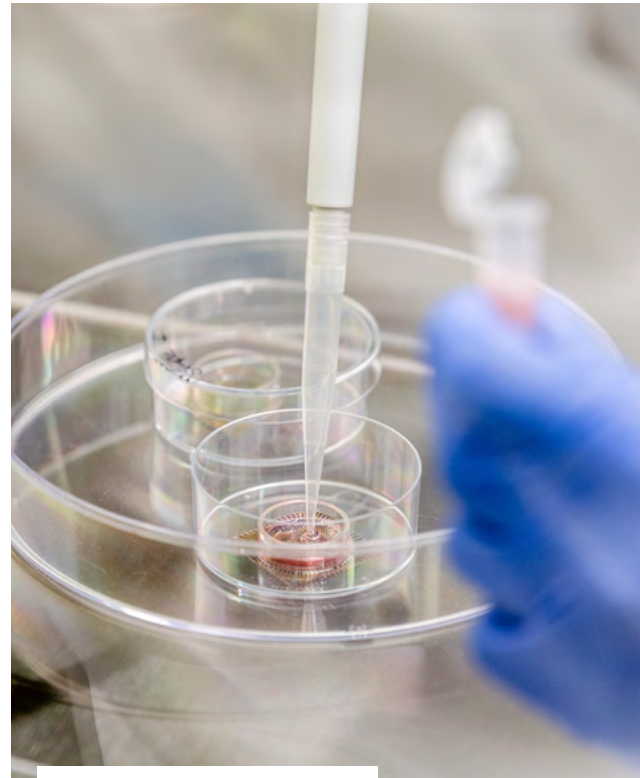
6.2. License and Exploitation Agreements

License and exploitation agreements are drawn up with a licensee or assignee, either by TUM as the owner of an intangible asset (IA, e.g., invention disclosure, patent application, patent, software), or by Bayerischen Patentallianz GmbH² or other marketing agency on behalf of TUM. They grant the licensee/assignee the exclusive or nonexclusive right of use in return for license fees at appropriate and standard market conditions or to acquire them in return for payment. An exclusive right of use can be restricted to specific geographic regions and/or to specific areas of application. Use can also cover modification, further development, usage, marketing and transfer of the licensed object.

In the case of exploitation, TUM retains the right to use, free of charge, for its own scientific purposes in research and teaching.

License and exploitation agreements are subject to TUM IP policy and must include the following elements:

- Subject of the agreement with details on associated IAs (e.g., patent applications/patents, software, etc.) to be licensed.
- Type of license agreement (e.g., exclusive license, non-exclusive license or cross-licensing, etc.)
- Contract territory (e.g., for patents/patent applications)
- Concrete area of application (e.g., restricted to business area)
- Information on the type and amount of payments (e.g., license fee, benchmarks, initial sum, minimum license fee)

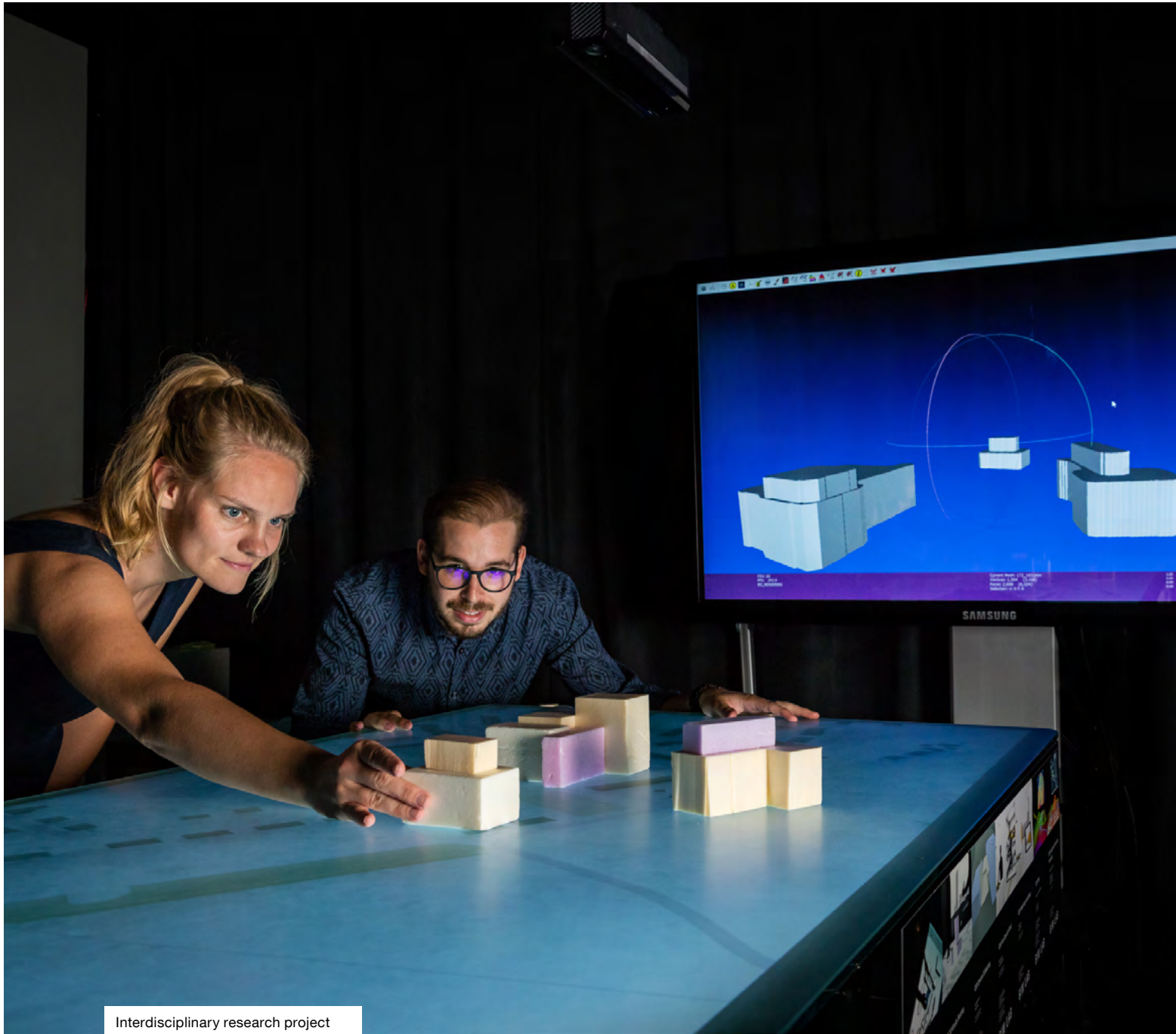


Cell suspension on a chip.

- Information on payment of patent costs, if applicable
- Limitation of liability
- Applicable law

Beyond this, license and exploitation agreements are drafted individually based on the subject matter of the contract, e.g. a device, a procedure or a pharmaceutical substance.

² The company Bayerische Patentallianz GmbH (BayPat, www.baypat.de) is the central patent and marketing agency of the 28 Bavarian universities and universities of applied sciences.



Interdisciplinary research project
"Collaborative Design Platform"

7 | Guidelines for TUM's Collaboration Culture

Ethically-sound research work and professionally-structured research and commercial collaborations with third parties are the foundation of TUM's long-term achievements in teaching, research and the transfer of technology.

A culture of collaboration shaped by clearly defined principles strengthens the loyalty of highly qualified academics to their university, and it also strengthens the trust of cooperation partners in TUM. Contractual contents must comply with legal requirements and [TUM's ethical guidelines](#).



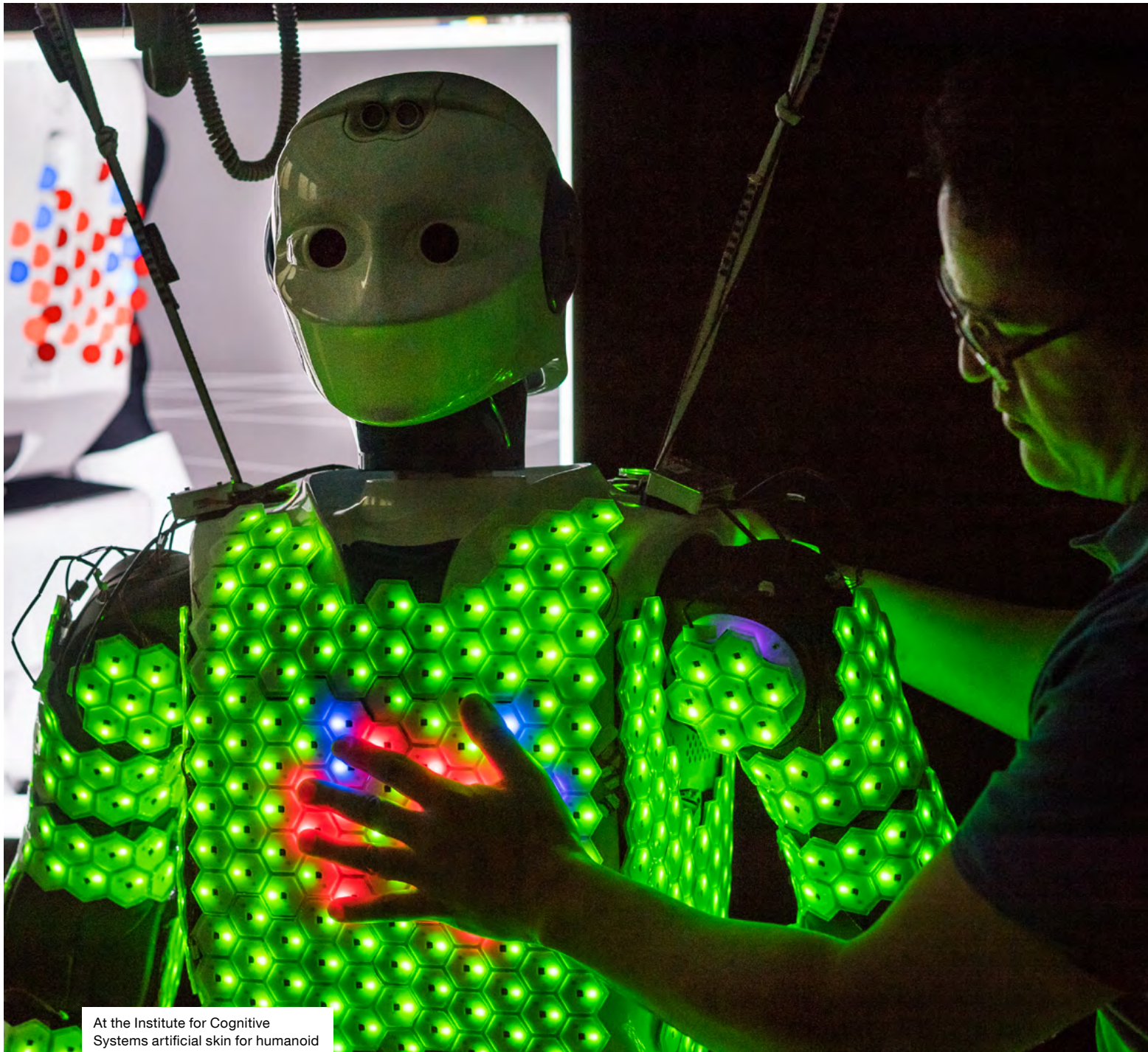
Conflicts of interest must be made transparent upon entering contract negotiations and avoided in the wording of the contract; this precludes, for example, any parallel collaborative projects with several contracting parties on the same research topic and the use of unauthorized information or materials.

To fulfill the TUM guidelines, the TUM Board of Management has issued the following rules, which are binding obligations for all members of TUM:

- [TUM Research Code of Conduct](#)
- [TUM Respect Guide](#)
- Statute of the Technical University of Munich on [Safeguarding Good Academic Practice](#) and Procedures in Cases of Academic Misconduct (TUM-SGwP)



Batterie research at TUM



At the Institute for Cognitive Systems artificial skin for humanoid robots is developed



TOUR
1. ...
2. ...
3. ...

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Center for energy and information (ZEI) on the TUM research campus in Garching

