

Agreement No. 2014/D/03/01
relating to a contribution in support of an event

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The Agreement is made between:

the European Patent Organisation, which has its seat at Bob-van-Bentham-Platz 1, D-80469 Munich, Germany, acting through the European Patent Office, (hereinafter referred to as "the EPO"),

and

the Hungarian Intellectual Property Office, Garibaldi utca 2, 1054 Budapest, Hungary (hereinafter referred to as "the Organiser").

1. Scope

1.1. This Agreement relates to a financial contribution by the EPO to the costs related to the event described in Annex I (hereinafter referred to as "the Event").

x The contribution shall be used for:

- Financing of up to seven speakers as agreed in the correspondence with a maximum amount of EUR 670 per speaker to cover their costs for travel (economy flight) and accommodation (at the Hilton Hotel) against the provision of the corresponding invoices (flight and hotel invoices)
- Catering costs of one lunch break and one coffee break as outlined in the calculation in Annex 2

1.2. The EPO's financial contribution shall not exceed EUR 10.000 (in words: ten thousand euros). No other expenses shall be paid by the EPO.

1.3. Due date of the contribution:

x The EPO's financial contribution shall become due after the completion of the Event and submission of the report referred to in Article 3 below.

In case the Event is cancelled, the EPO shall not be obliged to pay its financial contribution or to reimburse any costs; any advance payment already made by the EPO shall be reimbursed without delay.

2. Identification of the EPO

2.1. Unless the EPO requests otherwise, the Organiser shall publicise the fact that the Event has been financially supported by the EPO. Information given to the press, all related materials, official notices, reports and publications shall acknowledge the EPO as

- Sponsor
- Partner
- x Co-organiser

of the Event.

2.2. Use of logo:

- Together with the official acknowledgement, the Organiser shall display the official logo of the European Patent Office in accordance with the relevant guidelines made available by the EPO.
- The Organiser shall not display the official logo of the European Patent Office, unless specifically authorised in writing by the EPO.

3. **Report**

The Organiser shall provide the EPO with a written report, which shall include a description of the Event, its achievements or results, and the total costs and the use of the EPO's financial contribution.

4. **Invoices, Payment**

- 4.1. No payment shall be made by the EPO otherwise than pursuant to an invoice, which shall be in the language of this Agreement, duly signed and shall indicate the following number:

FR3200200384

The invoice shall contain a detailed account of payments made by the Organiser in connection with this Agreement. Any VAT shall be shown separately.

- 4.2. Invoices shall be sent to the following address:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> European Patent Office
Accounts Payable MU54
Postfach 14 06 69
80456 München
Germany | <input type="checkbox"/> European Patent Office
Accounts Payable MU54
Postbus 5818
2280 HV Rijswijk
The Netherlands | <input type="checkbox"/> European Patent Office
Accounts Payable MU54
Postfach 90
1031 Vienna
Austria |
|---|--|--|

- 4.3. The EPO shall pay invoices within 30 (thirty) days of their receipt in the correct form. Payment shall be deemed to have been made on time if the EPO's payment order reaches its bank within this period.

5. **Liability**

The EPO shall, in principle, only be liable for damage caused to the Organiser by an intentional or grossly negligent breach of duty by the EPO's employees, statutory representatives or auxiliary persons employed to perform duties under this Agreement. Where a claim for compensation for damages against the EPO is based on simple negligence on the part of the EPO (including the persons listed above), the EPO shall be liable only for

- (a) death, bodily injury or damage to health, or
- (b) where the duty breached is an essential contractual obligation on compliance with which the Contractor is entitled to rely as a precondition for due performance of this Agreement, foreseeable damage typical of such contracts.

6. Communications

- 6.1. All written communications from the Organiser, with the exception of invoices (see Article 4.2 above), shall specify the number of this Agreement and shall be addressed to:

Name _____
Tel. _____ Fax _____
Address European Patent Office, Bob-van-Bentham-Platz 1, 80469 Munich,
Germany _____
E-mail _____

- 6.2. All written communications from the EPO shall indicate the number of this Agreement and shall be addressed as follows:

Name _____
Tel. _____
Address Hungarian Intellectual Property Office, Garibaldi utca 2, 1054 Budapest,
Hungary _____
E-mail _____

- 6.3. The above stated name and address may be changed by written notice.

7. Applicable law and disputes

- 7.1. This Agreement shall be governed by German Law
- 7.2. Where the EPO does not waive its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities (German Federal Law Gazette 1976, Part II, page 985 ff.), any dispute arising out of or in connection with this Agreement shall be settled by binding arbitration with one single arbitrator in accordance with the provisions of the German Code Civil Procedure (ZPO). The place of arbitration shall be Munich.
- 7.3. Where the EPO waives its immunity from national jurisdiction under Article 3(1) of the Protocol on Privileges and Immunities, the courts having jurisdiction for any dispute arising out of or in connection with this Agreement shall be exclusively those of Munich.

8. Annexes

- 8.1. The following Annexes form an integral part of this Agreement:

Annex 1 – Draft programme

Annex 2 – Cost calculation

- 8.2. In case of conflict between the Annex and this Agreement, the provisions of this Agreement shall prevail.

The European Patent Organisation



Authorised person's signature

Ulrich Tietz, Administrator, Dept.4.8.2
European Patent Office

Name and position (in block capitals)

Munich, 11/03/ 2014
Place, date

The Organiser

Signature

JOHANNA STADLER, HEAD, Legal and International Dep
HUNGARIAN INTELLECTUAL PROPERTY OFFICE

Name and position (in block capitals)

14/03 2014
Place, date