



## The European Central Bank's specific contract terms for services

### Section 1 - Scope of application

These specific contract terms (SCTs) for the provision of services shall apply to all contracts for the provision of services for the European Central Bank (ECB) or at its request, unless the Contract sheet specifies that different conditions shall apply. The SCTs form an integral part of the contract between the ECB and the Contractor.

### Section 2 - Scope of the services

**2.1** The Contractor shall provide the services defined in the Contract sheet and its Annexes (the 'Deliverables').

**2.2** The ECB may, within reasonable limits and within the limits of the scope stipulated in the Contract and its Annexes, specify the scope of the Deliverables and how they are to be performed by means of instructions in line with the ECB Procurement Rules. The Contractor shall comply with such instructions.

**2.3** If the Contract sheet stipulates that the Contract is subject to a service level agreement, the Contractor shall perform the Contract in accordance with the service level agreement. In the case of non-compliance with the agreed service levels, the ECB may claim the service credits laid down in the service level agreement unless the Contractor can prove that the non-compliance is caused by the ECB or an event of force majeure. The total amount of service credits that have to be paid during the measurement period set forth in the service level agreement shall not exceed 5% of the remuneration to be paid for the relevant service in such period. These service credits do not prevent the ECB from claiming damages, taking into account paid service credits, or from terminating this Contract if such remedies are available under this Contract or statutory law.

**2.4** Unless specified otherwise, the Contractor shall provide the Deliverables in English and all communication between the ECB and the Contractor shall be in English.

**2.5** For communication between the ECB and the Contractor, the Contractor shall use, at the request of the ECB, a specific electronic communication platform.

### Section 3 - Intellectual property rights

**3.1** Unless otherwise agreed, the Contractor hereby transfers to the ECB, and the ECB accepts, all of its present and future transferable rights and claims in and to the Deliverables and in and to all documents, data, information, scripts, tools, presentations and other work results that the Contractor produces in performing the Deliverables either alone or together with third parties (together the 'Work results'), in each case as from the time when such rights are or will be created, so that the ECB becomes the owner of all such rights in the Work results. Only the ECB shall be entitled (but not obliged) to apply to register worldwide intellectual property rights for the Work results in its own name and shall become the owner of all such intellectual property right applications and all resulting intellectual property rights.

**3.2** To the extent that the rights in the Work results are not transferable as such (particularly in the case of copyright under German law), the Contractor hereby irrevocably grants to the ECB, and the ECB accepts, the exclusive right to use the Work results

from the moment in time the Work results are protected by law. In the case of a copyright protected Work, the Contractor shall have the right to exploit the Work after the expiry of 10 years, unless (a) the Contractor makes only a secondary contribution to a Work, Product or Service; (b) the Contractor's Work is a work of architecture or a draft of such work; (c) the Work is intended for use in a trademark or other distinctive sign in a design; (d) the Work is not intended for publication; or (e) the Work is Software. The ECB's right of use shall not be subject to any restriction in terms of time, place or application and it shall cover all forms of use known at the time of entering into this Contract.

**3.3** The right to use granted in Section 3.2 shall include, without being limited to, the rights to copy, distribute, process, modify, further develop and/or dispose of the Work results or create derivative works based on the Work results and use them to the same extent as the original results. The granting of rights also refers to types of use unknown at the present time, whereby the Contractor's mandatory rights provided for under the applicable law (e.g. with regard to withdrawal or to adequate remuneration), if any, shall remain unaffected.

**3.4** The ECB may transfer the rights of use or may grant rights thereon (sublicences) to third parties in whole or in part, limited or unlimited, conditional or unconditional, or to split off simple rights (*einfache Rechte*) thereof and grant them to third parties.

**3.5** Mandatory rights (in particular moral rights), if any, shall remain unaffected.

**3.6** Without prejudice to Section 3.1, the Contractor shall remain the owner of all rights relating to documents, tools, methodologies, processes, ideas and know-how that the Contractor developed or owned prior to entering into the Contract or develops or acquires independently of the Deliverables ('Pre-existing deliverables'). If Pre-existing deliverables are made available to the ECB under the Contract, the Contractor shall grant to the ECB the irrevocable, non-exclusive, perpetual right to use, copy, edit, adapt (or otherwise transform) and distribute such Pre-existing deliverables internally and within the European System of Central Banks. This also includes the use, processing or modification of the Pre-existing Deliverables to the extent necessary for the use, further processing, updating or customisation of the Deliverables, even in the event that the Contractor is no longer a contracting party of the ECB.

**3.7** The Contractor hereby transfers and assigns to the ECB its ownership of all physical items containing, embodying or representing the Work results. The ECB hereby accepts such transfer and assignment.

**3.8** The charge for transferring ownership rights and granting the rights of use set out in Section 3.1 to Section 3.7 is included in the agreed remuneration.

**3.9** The Contractor represents and warrants (i) that it is authorised to transfer and grant the rights as set out in Section 3.1 to Section 3.7 and (ii) that the use of such rights, of the Work results and of the Deliverables by the ECB in accordance with this Contract does not infringe any third party rights. In the event of a dispute the Contractor shall indemnify the ECB from and hold it harmless against all third party claims in accordance with statutory law. The Contractor is obliged to support the ECB fully and without

restriction in the defense of the rights. In particular, the Contractor is obliged to provide evidence of the acquisition of the contractual rights in accordance with Section 3.1 and Section 3.3 by submitting original documents (chain of title) at the request of the ECB. The Contractor shall indemnify the ECB or its sub-licensees against all claims asserted against them by third parties in or out of court as a result of the exploitation of the Deliverables and shall compensate the ECB and/or the sub-licensees for all damages and/or costs (including reasonable legal costs) insofar as the exploitation by the ECB or its sub-licensees is carried out in accordance with the Contract and such claims result from the Contractor's failure to comply with the warranties and obligations entered into in the Contract. This expressly excludes third-party claims under Section 32a German Copyright Act (*Urheberrechtsgesetz*) or Section 32a German Copyright Act in conjunction with Section 79 (2) German Copyright Act where applicable.

#### **Section 4 – Duration and termination**

**4.1** In addition to Section 12 of the GCTs, the following shall apply: This Contract shall become effective upon its signature by both Parties and shall remain in force for the period of time defined in the Contract sheet or, if no fixed term is agreed, until the completion of the Deliverables, or until the Contract is terminated in accordance with its terms or in accordance with any statutory provision.

**4.2** Upon termination or expiration of the Contract, the Contractor shall make all reasonable efforts to enable the ECB to perform the Services on its own or with the support of designated third parties. The Contractor shall ensure that the ECB has access to all necessary Documentation, know-how and other knowledge on technical and operational procedure. The ECB and designated third parties may use all of the Documentation, know-how and information for the purpose defined in the Contract. For this purpose, the Contractor shall collaborate constructively and accountably with the ECB and any designated third parties. The Contractor shall provide only qualified staff for the transition of the Services. Unless specified otherwise in the Contract sheet, this support with the transition of the Services is part of the Deliverables with no additional remuneration.