

Clustermanagementagreement (CMA) Clustermanagementproject SpectroNet

c/o Technologie- und Innovationspark Jena GmbH

between the cluster management facility

Technologie- und Innovationspark Jena GmbH (TIP)
Hans-Knöll-Straße 6, 07745 Jena, Germany
(www.tip-jena.de)
represented by the CEO Dipl.-Ing. Randolph Margull

hereinafter **contractor**

and the cluster partner (CP), represented by



hereinafter **client**

to continue the cluster management project SpectroNet the following cluster management agreement (CMA) is appointed:

- 1 The **client** commissioned the contractor with the management of the SpectroNet – International Collaboration Cluster for the successful maintenance and development of the professional, methodical and social cluster platform www.spectronet.de including further services.
- 2 The cluster management of the contractor and the contracts to third parties are funded by a number of clients/cluster partner (CPxx). **After an invoice from the contractor** the above-mentioned client provides for the overall financing a staggered contribution in the amount of the selected member category plus the respectively valid value added tax each to the dates of 30.06. and 30.09. in the current project year.
- 3 The client commissions the contractor to properly coordinate the cluster management services as well as to commission, control, monitor and invoice the partial services of the cluster managers and third parties for the realization of the project results.
- 4 The client commissioned the contractor to ensure the dutiful keeping of the entire results, contracts, receipts and documents and to provide obligatory evidences. The client agrees with the processing, storage and analysis of data in the context of this project by the contractor. The client hereby agrees to that the contractor will make all results of that work public in digital and/or analogue way. Results or information details subject to secrecy imposed in contractual terms between the client and the contractor are excluded from publication.
- 5 The contract may be cancelled by both parties in ordinary or extraordinary manner. The notice of cancellation under this CMA shall need to be in writing. In the first year of membership, a notice period of 2 years applies. The contract can be cancelled with a notice of 3 months to the end of the current project year (31.03.) only for serious cause. Any claims from the project are lost after the valid cancellation. Shouldn't cancel the membership within the stated period, it will be automatically prolonged for one more year. The extraordinary notice of cancellation under this CMA shall need to be in writing and in reasoning.
- 6 The client is informed about the statute and the contribution rules of the SpectroNet cluster because you confirm them with this CMA.
- 7 The only place of jurisdiction is Jena in the Federal Republic of Germany.

Member category:

- Premium partner | Partner | Micro-companies | Universities & Other |
 Start-up, Entrepreneur & Individuals

Jena,
Date

.....
Stamp and Signature
Contractor

.....
Signature
Client