**Facilities and Equipment Use Agreement**

The Free State of Bavaria,

represented by the Bavarian State Ministry of Education, Science and the Arts,

in turn represented by the Technische Universität München,

represented by its President,

Arcisstraße 21,

80333 Munich,

acting here:

[Professorship …]/[(scientific institute) …]

[Prof. Dr. …]/ [Head: *Prof. Dr.* …]

[full address]

- hereinafter referred to as "TUM" -

and

*Ms./Mr. [first name] [surname]*

*[address]*

*- hereinafter referred to as "User" -*

enter into the following facilities and equipment use agreement ("Agreement"):

For the period from [day/month(spelled out)/year] to[day/month(spelled out)/year], *User* will be granted free use of *[please specify] (*hereinafter "Facilities and Equipment") of the *professorship of […] or the […] [please specify scientific institute]* for the purpose of *[please specify purpose; for example; doctoral project, etc.]*.

This agreement does not create an employment or service relationship with either the Free State of Bavaria, the Technische Universität München, or the professorship or head of the scientific institute. User will not receive any form of remuneration or other benefits.

*User* shall exercise due care in using the Facilities and Equipment and protect them from any damage or loss. *User* shall be liable for any damage caused by his/her willful misconduct or negligence as prescribed by law. *User* is therefore advised to take out appropriate personal liability insurance.

*User* will be subject to the supervision and direction of the professorship/head of the institute set out in § 1, including, but not limited to, the safety regulations and the TUM Campus Code of Conduct.

Subject to mutual consent, this Agreement may be terminated at any time before expiry of its term. Should *User* fail to comply with the obligations set out in §§ 2 and 3, TUM may prohibit *User* from using the Facilities and Equipment at any time without notice. In all other circumstances, TUM may terminate this Agreement to take effect at the end of each month.

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(1) Liability for personal and property damage on the part of TUM, or its statutory officers and persons employed to perform its obligations, shall be limited to willful misconduct and gross negligence.

(2) Liability for indirect and consequential damage on the part of TUM, or its statutory officers and persons employed to perform its obligations, shall be excluded.

(3) The limitation/exclusion of liability as set out in (1) and (2) shall not apply to damage from injury to life, body, or health.

*User* shall keep as strictly confidential any matters which have been ordered to be kept confidential, whose confidentiality is a statutory requirement, which are identified as confidential, or whose confidentiality is implied in the nature of the matter; confidentiality shall apply even beyond the termination of this Agreement.

After termination of this Agreement, the Facilities and Equipment are to be vacated or returned without delay and, where applicable, restored to their status before use. Any accoutrements and/or keys must be returned to the institute(s) without delay.

This Agreement does not entitle the *User* to claim an employment or service relationship.

This Agreement shall be subject exclusively to the law of the Federal Republic of Germany without regard to the conflict of law provisions of international private law. Venue shall be Munich.

Munich, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Professorship [name of professor]/  Head of scientific institute [name]) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (User) |