

## V. General Provisions

### 1. Term and termination

- a. This Agreement will enter into force on the Effective Date and shall last for a period of five (5) years from the Effective Date.
- b. The Parties agree that the FIP-S2@Novia as described and governed under this Agreement shall be set up and operated under the condition as provided for according to the provisions of this Agreement and also to the description in the Business Plan (esp. Chapter 5: Management; reporting to and meeting of Supervisory Group; Work Packages; Milestones; Performance Indicators; Evaluations) for the duration of this Agreement. In case of substantial deviation from the Business Plan, unless justifiable and supported by the Supervisory Group, or breach of parts of this Agreement the Parties shall consult each other to decide whether their cooperation under this Agreement shall be continued and, if so, under which conditions.
- c. Notwithstanding the above, each Party is entitled to terminate this Agreement in case of a substantial breach of this Agreement, which has not been remedied within a period of ninety (90) days of a written notice from the Party concerned; an immediate termination notice, if any, shall take effect upon delivery to the other Party. Notwithstanding the above, statutory rights to extraordinary termination without notice for good cause remain unaffected.
- d. In case of early termination of this Agreement under this Section, any specific projects under third party contracts or grants which are still being carried within the FIP-S2@Novia activities remain unaffected by the termination of this Agreement unless otherwise agreed between the Parties.
- e. As the case may be and as far as relevant and linked to the Cooperation, the provisions of Sections IV.5. "Intellectual Property Rights", and Section V.3. "Liability" shall remain effective after the expiration of this Agreement, but Section V.4. regarding confidentiality for three (3) years only following expiry or termination of this Agreement.
- f. In any case of early termination or expiration of this Agreement the right of either Party to use one of the other Party's name(s), trademarks or logos ends as well. All domains including the name, trademarks or logos of one of the other Party's must be transferred without undue delay onto that Party. All sub-domains containing the name, trademarks or logos of one of the other Party's must be deleted immediately except agreed otherwise in writing between the Parties concerned. The right to use the abbreviation "FIP" or any other abbreviation or trademark related to the Fraunhofer Innovation Platform ends if this Agreement is terminated.

