This Agreement is concluded between

the European Patent Organisation, which has its seat at Bob-van-Bentem-Platz 1, 80469 Munich, Germany, acting through the European Patent Office,

hereinafter referred to as the "EPO",

and

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whose place of business is at ..............................................................................................................................................

..............................................................................................................................................................................

(registered in the commercial register ........................................... under No. .................................................. )

represented by ...........................................................................................................................................................,

hereinafter referred to as the "Contractor".

The EPO and the Contractor are referred to individually as "Party" and jointly as "Parties".

1. **Subject-matter**

   This Agreement governs the production of printed matter to be specified in more detail in the Technical Conditions (Annex 2).

2. **Commissioning**

   2.1 On the Agreement's coming into effect, the EPO commissions the Contractor to produce printed matter for the term of the Agreement. To commission the production of specific printed matter from the Contractor, the Parties will use **purchase orders**.

   2.2 The EPO may place additional orders until 01.08.2022.

3. **Acceptance**

   Once the items of printed matter have been produced as agreed, the EPO will subject them to an acceptance procedure. It must accept them in writing (acceptance report). The acceptance report is to be drawn up by the Contractor and signed by EPO.

4. **Title to and rights to use the printed matter**

   Title to all printed matter passes on acceptance to the EPO, which thereby acquires from the Contractor an exclusive, unlimited right to use it. Such use includes but is not limited to reproduction, publication, dissemination, adaptation, storage on electronic, magnetic or optical media or data carriers and storage and use in databases or computer programs accessible to the EPO and/or third parties. Such right of use also includes the EPO's right to refrain from and/or prohibit publication.
5. Special obligations incumbent on the Contractor

5.1 Title to intermediate products / duty to deliver

The EPO acquires unlimited title to the intermediate products, i.e. the typesetting data and the films, created in the course of producing the printed matter.

If so instructed by the EPO, the Contractor must deliver these intermediate products to it in Vienna. The EPO will specify the date and volume of such delivery in agreement with the Contractor.

The Contractor's rights to use these intermediate products are limited to those necessary for the production and delivery of the printed matter commissioned under this Agreement. Any further use is subject to the EPO's written consent.

5.2 Supply of PostScript files

Where the printed matter is a book, the Contractor must supply the EPO with the complete, finally corrected versions of the typesetting files in PostScript format. The EPO may require that the files be divided up into specified parts.

5.3 Limitation of right to print / contractual penalty

The Contractor undertakes to refrain from printing anything on the printed matter for which no express contractual provision is made and, above all, not to print any reference, coded or otherwise, to his own company on the printed matter itself or on any end-papers, dust jackets or similar accompanying materials. If the Contractor breaches this obligation, he will be liable to pay the EPO 20% of the contractually agreed price for the consignment affected by the breach, in addition to any damages or amounts based on other claims.

By way of exception to the first paragraph, the Contractor may, when printing books, print the name of the printer in small type under the name of the publisher (European Patent Office) on the second page.

6. Prices and ancillary costs

6.1 The prices are set out in the contractor’s offer/ price sheet (Annex 3). They are deemed to cover all costs incurred for staff and materials, ancillary costs and the costs of delivery to the EPO in several sites as laid down in the contractor’s offer/ price sheet (Annex 3) and the purchase order.

6.2 The agreed prices also apply to any additional orders.

7. Invoices

7.1 The Contractor's invoices must quote the number of this Agreement, the name of the relevant contact person, the nature and quantity of the deliverables and the EPO funds reservation number. Any value added tax must be shown separately. Invoices must be sent to the following address:

either by post:

European Patent Office
Accounts Payable
PO Nr. 45xxxx
Postfach 14 06 69
80456 München
Germany

or via e-mail (PDF only, min. resolution 300 dpi):

accounts-payable@epo.org
8. Communications

8.1 Communications from the Contractor must quote the number of this Agreement and (except for invoices, see Article 7) be addressed to the following EPO contact person:

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<th>Dept.</th>
<th>Tel.</th>
<th>Fax</th>
<th>Address</th>
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8.2 Communications from the EPO must quote the number of this Agreement and be addressed to the following contact person named by the Contractor:

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8.3 Changes to the above names and/or addresses must be notified in writing to the other Party.

9. Annexes
9.1 The following annexes form an integral part of this Agreement and are listed in order of precedence. In case of conflict, the provisions of this Agreement have priority over all the annexes:

Annex 1: General Conditions of Contract of the EPO with annexes (including the Arbitration Agreement, which is to be signed separately)

Annex 2: Technical Conditions

Annex 3: The Contractor’s offer dated ………… (in full or in part)

9.2 In addition, the provisions of the German Civil Code (Bürgerliches Gesetzbuch) on contracts for works apply (Section 631 ff).

European Patent Organisation

Authorised person’s signature

Name and position (in block capitals)

Place, date

Authorised person’s signature

Name and position (in block capitals)

Place, date
Annex 1
to Agreement No. .../...
on the production of
the EPC book

General Conditions of Contract
Annex 2
to Agreement No. .../...
on the production of
the EPC book

Technical Conditions
Annex 3
to Agreement No. .../
on the production of
the EPC book

The Contractor’s offer
dated ..............