



**Information in case of a stay as guest scientist, dated 24 April 2015** (free translation)

Hereafter mentioned regulations for a guest's stay at University Bremen, as well as the attached *recommendations regarding agreements with guest scientists with regard to their property rights*, are valid.

- 1) The guest will be enabled to work in the rooms of the Faculty for own scientific goals. In order to guarantee an adequate work process, the planned work has to be coordinated with the hosting Professor. In the frame of given possibilities the guest has the right to use the Faculty's own written information, illustrations, materials, research methods, production procedures, machines, rooms, inventory and the general facilities, in the frame of the scientific work. Organisational directives of the Faculty have to be followed.
- 2) There is no entitlement for any kind of compensation or on being employed. The guest and the hosting Professor have the right to quit the cooperation before the originally agreed end of the stay without mentioning a reason. In the frame of his/her stay the guest cannot be charged with further work, e. g. lectures.
- 3) According to the rules of good scientific practice the guest is obliged to keep secrecy on official affairs and confidential work results – even after finishing the stay at University Bremen. Official documents, drawings, images, chemical substances or raw materials, research methods, production procedures, machine parts and similar must not be submitted for a third party's attention without approval of University Bremen. Neither copies, samples or similar shall be provided for third party and be handed over to without the approval of the hosting Professor.
- 4) At the end of the guest's stay any official documents, drawings, images etc., as well as records on administration procedures and the operating schedule which might have been obtained in connection with the stay at the Faculty have to be returned unsolicited to the hosting Professor.
- 5) The guest has to care for any kind of law, regulation, accident prevention or general safety regulations of University Bremen. He/she is obligated to take care for suitable handling of the University's facilities, machines, tools, devices and further appliances of the University and/or the Faculty.
- 6) The guest's liability and responsibility towards the University, and the University's liability and responsibility towards the guest, are according to the legal terms.

Bremen, 24 April 2015

Rector of University Bremen

**Attachment:**

Recommendations regarding agreements with guest scientists with regard to their property

## Recommendations on agreements with guest scientists with regard to their property rights

1. In case a guest scientist works on University Bremen projects in the frame of his/her stay at University Bremen it can make sense resp. be necessary before the start of the scientific work to make an agreement regarding the right to use the results. It is not recommendable to have an across-the-board agreement valid for every guest. Each single case should rather be considered and decided on by respective project leader, if or if not an agreement is necessary, and if so which kind of.
2. It is possible that guest scientists are busy in an area of inventions and other property rights. Given the fact that guests cannot be employed with University Bremen, their shares of invention are no official inventions - the guests are free to dispose on that. Normally this will not be in the University's interest because the University would like to dispose of the developed inventions. Furthermore it is possible that the University has e. g. cooperation contracts towards third party and has certain obligations regarding some property rights. In such cases it might be necessary to make an agreement with the guest to cede his/her share of invention to the University by declaring his/her readiness to be treated as an official (employed) inventor with all rights and obligations of law on employer's inventions – or at least to concede the necessary licences to the University/the project.
3. During the guest's stay/occupation a copy right of the guest can develop in connection with all scientific work (e. g. publications, image and sound oeuvre, software...). If the University also wants to dispose of those results, an agreement on the rights of use should be made with the guest. In this case particularly the right of free publication shall be considered – so far no other existing secrecy commitments of the University towards third party are valid, or some publications shall be postponed with regard to the notification of property rights. Also in this case the respective circumstances of every single case should be discussed and dignified with/towards the guest before making an agreement.