

**The scholarship agreement will be concluded in German.
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Scholarship agreement for an EXIST start-up scholarship
granted as part of the “business start-ups in science” programme

The following scholarship agreement is made between

higher-education institution or research institution

(“scientific institution”)

and

Mr/Ms

(“entrepreneur”):

Grant number (FKZ):

Topic of the project (in brief):

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Preamble

The EXIST start-up scholarship is part of the “Business Start-ups in Science” programme, which helps improve the start-up environment within scientific institutions. The EXIST start-up scholarship funds the preparation of innovative start-ups from higher-education institutions and research institutions in the early phase of the start-up process, and particularly the production of a viable business plan and the development of marketable products and services; the funding comes from the Federal Ministry for Economic Affairs and Energy (BMWi) and the European Social Fund (ESF).

The granting of the scholarship by the scientific institution is subject to the condition precedent that the scientific institution is actually furnished with corresponding funding from the EXIST start-up scholarship programme.

Section 1

Duration

The scholarship is granted for the period from to This agreement shall terminate automatically at the end of xx.yy.20zz.

Section 2

Subject of the contract

The scholarship is to enable the entrepreneur to devote himself or herself entirely to the development and realisation of the business concept. The scholarship is neither a remuneration within the meaning of Section 611 subsection 1 of the German Civil Code nor a payment for work within the meaning of Section 14 of Social Code IV. It shall merely serve to secure the subsistence and an appropriate insurance against the financial risk of illness on the part of the entrepreneur during the period of development and realisation of the business concept.

Any employment and working relationship between the entrepreneur and the scientific institution shall end once both sides have signed this contract (termination contract within the meaning of Section 623 of the German Civil Code) from the end of the day preceding the commencement of the scholarship (Section 1).

Section 3

Duties of the entrepreneur

The granting of the scholarship imposes the following duties on the entrepreneur:

1. The scholarship holder / entrepreneur should devote himself or herself entirely to the further development and implementation of the business concept; remunerated side-line activities exceeding five hours a week are not compatible with this.

2. Documentation of advice for the entrepreneur during the start-up process from a entrepreneurial network in which the scientific institution participates.
3. Compilation and presentation of a coaching/ support roadmap at the latest one month following the commencement of the scholarship. The roadmap structures in a time schedule the need for coaching on the part of the entrepreneurs regarding fundamental and start-up-related points and the necessary services to be provided by the coach, and cites the other planned training measures. For the coaching/ support roadmap, which documents the implementation of the schedule of work in a business plan, the obligations cited in No. 4 and No. 5 shall be prescribed as milestones.
4. The scholarship holder / entrepreneur shall participate in the "Start-up team" seminar at the invitation of a provider commissioned by the BMWi.
5. The interim status of the business plan shall be presented to the start-up network in the fifth month of the scholarship; mention shall particularly be made of the business model, benefits for customers, unique selling propositions, market and competitive situation. The following two documents should be transmitted to the Project Management Jülich: first, the form "Evaluation of the interim status" (see www.exist.de), completed und signed by the scholarship holders/ entrepreneurs and by the entrepreneurial network/coach; second, the pitch deck.
6. The current business plan shall be transmitted to the Project Management in the tenth month of the scholarship and shall contain an assessment by the start-up network or coach.
The business plan is regarded as the commercial exploitation plan. The commercial exploitation obligation shall therefore be deemed to be fulfilled when the business plan of the scholarship holders is presented.
7. Provision of information to the Project Management regarding the start-up project and the status of implementation, also going beyond the aforementioned steps.
8. The scholarship holder / entrepreneur recognises the provisions of the grant award document with the supplementary provisions, notes and annexes (sent as a copy to the scholarship holder / entrepreneur) as a binding element of the contract to the extent that these refer to his or her rights and obligations.

Section 4

Amount of the scholarship

The amount of the scholarship shall be euros a month. This shall cover all the needs of the entrepreneur including appropriate insurance against the financial risk of illness.

Section 5 Disbursement modalities

1. A precondition for the disbursement of the monthly instalments of the scholarship shall be the fulfilment of the obligations contained in Section 3 of this contract by the entrepreneur.
2. In the case of non-fulfilment, the scientific institution shall be entitled to suspend further monthly instalments until the respective obligation has been fulfilled.
3. An obligation to repay scholarship instalments can be enforced in the case of non-fulfilment of milestones.
4. The establishment and commencement of the planned business activity during the scholarship period is admissible but must not have occurred at the time the scholarship commences.

Section 6 Mentor

Mr / Ms shall be available as a mentor for the entrepreneur. The mentor is tasked with giving the entrepreneur advice on specialist issues relating to the realisation of the business concept, so that the business concept can be realised by the end of the scholarship. He or she shall not be entitled to issue specialist or other instructions to the entrepreneur; the entrepreneur is not bound by any instructions by the mentor.

Section 7 Nature and place of the activity

1. Without prejudice to the obligations deriving from Section 3 of this contract, the entrepreneur is free to determine the nature and place of his or her activities which serve the realisation of the business concept.
2. The scientific institution shall without charge provide the entrepreneur with its facilities, and particularly a work station and technical equipment in line with prior agreement and with its statutes to the extent necessary for the realisation of the project. The entrepreneur is not obliged to use this equipment.
3. Even if the entrepreneur should de facto contribute to the operations of the scientific institution in a similar manner to an academic staff member, this shall not justify either an obligation on the part of the scientific institution to employ the entrepreneur, nor an obligation on the part of the entrepreneur to work for the scientific institution or staff members of the scientific institution, nor a right for the scientific institution to issue instructions to the entrepreneur. To the extent that the entrepreneur works on the basis of this contract, this shall be exclusively for the purpose of pursuing and realising the business concept.

Section 8

Notice of termination for just cause and appeal

1. This contract can be terminated by the scientific institution for just cause with immediate effect if the approval of the grant has been obtained by false or incomplete information from the entrepreneur; in this case, the scientific institution is also entitled to appeal against the contract pursuant to Section 123 of the German Civil Code in order to seek recoupment of payments already made.
2. The contract can also be terminated by the scientific institution for just cause with immediate effect if the entrepreneur fails to meet his or her obligations pursuant to Section 3 following the setting of a deadline or a warning within the meaning of Section 314 subsection 2 of the German Civil Code and/or if side-line activities engaged in for or without remuneration endanger the realisation of the business concept.
3. The contract can be terminated by the scientific institution for just cause if the grant is revoked by the grant provider at the time at which the grant is terminated. If the conditions of approval are changed by the grant provider during the period of this contract, the scientific institution can demand that the contract be brought into line with the altered conditions of approval.
4. This shall be without prejudice to the right of extraordinary termination of contract for other just causes and to the right of appeal.

Section 9

Liability

1. The entrepreneur is liable for damages caused by his or her culpable conduct to the higher-education institution/research institution and/or employees and/or students of the higher-education institution in line with general statutory regulations.
2. The scientific institution bears liability to the entrepreneur for damages caused by intentional or severely negligent conduct which can be ascribed to the scientific institution.

Section 10

Special arrangements

1. The entrepreneur gives an assurance that no other funding has been applied for or approved for the funded project and that no other funding will be applied for.
2. Adding to No. 7.3 of the General Incidental Provisions for Project Promotion Grants in the grant award document, the European Commission and the European Court of Auditors are entitled to audit the project, as are the competent bodies of the BMWi and the auditing body appointed by it for ESF-cofunded projects. If the grants are allowed to be forwarded to third parties, or if parts of the project are carried out by third parties in the context of contracts with

such parties, the entrepreneurs must contractually ensure that these audit rights also apply to these third parties.

Section 11
Final Provisions

1. Following the termination of the contract, the entrepreneur must return all the documents and other objects with which the scientific institution may have furnished him or her without any specific request that this be undertaken.
2. Should provisions of this contract be or become invalid, this shall be without prejudice to the validity of the other agreements made herein.
3. Alterations or additions to this contract must be made in writing if they are to be effective. This shall also apply to changes to this requirement that changes be made in writing.

(Place)....., (date)

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Scientific institution

Scholarship holder /Entrepreneur