

# Statutes of KIT Business Club

## Preamble

Being “The Research University in the Helmholtz Association,” KIT creates and imparts knowledge for the society and the environment. It is the objective to make significant contributions to the global challenges in the fields of energy, mobility and information. For this, about 9,300 employees cooperate in a broad range of disciplines in natural sciences, engineering sciences, economics, and the humanities and social sciences. KIT prepares its 25,100 students for responsible tasks in society, industry, and science by offering research-based study programs. Innovation efforts at KIT build a bridge between important scientific findings and their application for the benefit of society, economic prosperity, and the preservation of our natural basis of life.

The large scope of scientific and engineering subjects offered by KIT results in an enormous innovation potential and numerous commercially relevant research findings. In several areas, KIT is among the leading innovation partners of industry. This role shall be furthered strategically as far as both collaborations of KIT institutes with industry and the central services rendered by KIT’s Innovation and Relations Management Business Unit (IRM) are concerned.

To facilitate systematic access to the potentials and contact persons of KIT and its environment and to better meet the individual needs of industrial companies, a special exclusive platform has been established, the KIT Business Club. The KIT Business Club is both a communication and service offer and a network for cooperation partners of KIT.

The Club addresses enterprises interested in KIT, in KIT’s potential for research collaborations, and in contributing to the innovation process. This applies in particular to companies that cooperate with KIT in research and development and wish to systematically extend these collaborations.

## **Article 1 – Tasks and Objectives of the KIT Business Club**

The KIT Business Club understands itself as a communication and service platform and network relating to KIT, as an advisor and manager for initiating projects and cooperative ventures, and as a promoter of the tasks and objectives of KIT in the area of innovation.

The Club's primary objective shall be the support of KIT and, thus, of the partners' innovative power as well as the establishment and extension of business and business processes of all parties. The KIT Business Club in particular wishes to support contacts to partner companies, between the partner companies, and to political decision-makers.

## **Article 2 – Structure**

The office of the KIT Business Club is based within the Innovation and Relations Management Business Unit (IRM).

## **Article 3 – Services Offered by the KIT Business Club**

To reach the objectives of the KIT Business Club, KIT shall be obliged to render to the partner companies the corresponding services. Details on the services offered are outlined in the service catalog (Annex A). Modifications and extensions of the service catalog shall be notified immediately to the partners.

## **Article 4 – Partners, Accession, Duration**

Any company that wishes to cooperate with KIT on a strategic or technological level may become partner of the KIT Business Club. To become a partner, an informal application shall be submitted to the office of the KIT Business Club. Then, the KIT Executive Board shall decide on this application in its sole discretion. In case of a rejection, there shall be no obligation to inform the applicant of the reasons.

The rights and obligations associated with the relationship between partner and Club shall be subject to these Statutes and the Agreement on Use of the KIT Business Club.

Partnership shall begin with the Agreement on Use being signed by both partners.

The partnership shall be extended by one year, unless it is terminated in writing at least three months before the end of a calendar year.

### **Article 5 – Fees**

The partners shall be obliged to pay a partnership fee as outlined in the contribution rules (Annex B). The fees shall be understood to be plus the legal turnover tax. KIT shall decide on any change of the fees. Any modification of the contribution rules shall be notified immediately and in writing to the partners and shall become effective in the following calendar year, provided that the modification was notified to the partners at least four months before the end of the year.

The fees shall become due within a period of one month upon invoicing and shall be paid to the office of the KIT Business Club. Fees shall be paid for the calendar year. For the year of accession, fees shall be charged per month. In case a partner fails to pay the fee, KIT shall have the right to stop rendering the services according to Article 3 of the present Statutes.

### **Article 6 – Termination of Partnership**

Partnership shall end by the partner's notice of termination, liquidation or insolvency of the partner, or by dissolution of the KIT Business Club.

Termination shall be declared in writing to the office of the KIT Business Club with three months' notice and this termination becoming effective at the end of the respective year.

In case a partner intentionally or negligently violates the interests of the KIT Business Club, the KIT Executive Board shall have the right to terminate the partnership and inform the partner accordingly. Prior to the corresponding decision, the partner shall be given the opportunity to comment in oral or written form. The same shall apply, if a partner fails to pay the fees due in spite of two reminders and if two months have passed after the second reminder in which the partner was informed about the pending termination.

## **Article 7 – Confidentiality**

The KIT Business Club and its partners shall be obliged to treat the services rendered and used with appropriate confidentiality. For individual events or offers of the KIT Business Club, a separate confidentiality agreement may be concluded by the parties involved.

Confidentiality in the exchange of information between two or more partners shall be in these partners' own responsibility.

## **Article 8 – Dissolution of the KIT Business Club**

Dissolution of the KIT Business Club shall be subject to a decision of the KIT Executive Board. Dissolution shall become effective at the end of a calendar year. The partners of the KIT Business Club shall be informed about the planned dissolution six months in advance.

Remaining funds shall be used for supporting the tasks and objectives of KIT in the area of innovation according to these Statutes.

## **Service Catalog of the KIT Business Club**

The KIT Business Club offers the following services to its partner companies:

### **Interdisciplinary Contact and Network Platform**

- Events with speakers from KIT, e.g. Technology Days/Theme Days, and Fireside Chats with representatives of the KIT Executive Board
- Identification and access to key persons from KIT science and administration
- Establishing contacts to key persons at other partner companies

### **Individual Support of the Partners by Personal Contacts**

- Identification of a personal contact partner at the KIT Innovation and Relations Management Business Unit (IRM)
- Identification of potential areas of cooperation
- Technology screening and matching to identify KIT competences of interest to the partners
- Quick and individual handling of inquiries of the partners
- Individualized information on latest technologies, research results, events, and startup projects of KIT via personal telephone calls, emails or newsletters
- Organization of institute and laboratory visits at KIT
- Trusting and unbureaucratic support of the initiation of projects

### **Contribution Rules of the KIT Business Club**

The partnership fees shall serve to maintain the organization of the KIT Business Club and the purposes outlined in the Statutes and in Annex A of the Statutes for the benefit of both the partners and KIT.

**The annual fee shall be EUR 9.000 plus legal turnover tax.**

Calculation of this fee is based on the assumption that a personal contact partner of the KIT Innovation and Relations Management Business Unit (IRM) will work up to ten days per year for every partner and that up to five persons per partner participate in events.

Individual projects that noticeably exceed the services offered in Annex A shall be subject of separate agreements.