

## **PNZ General Terms and Conditions**

The Patent & Standards Information Centre (PNZ) of the university library is part of RWTH Aachen University. RWTH Aachen University is a legal entity under public law supported by the state (*Land*) (§2 Abs. 1 Hochschulrecht NRW - Sect. 2(1) Higher Education Act NRW).

### **1. Scope of application**

The following General Terms and Conditions apply to all orders placed with the Center for Patents and Standards (PNZ). Subsidiary agreements and amendments and the use of conflicting terms and conditions shall not be accepted.

### **2. Placing of orders**

- 2.1. Orders of all kinds must in principle be made in writing. For this purpose, the PNZ provides an online form for search orders and consultancy services. A written order must be submitted subsequently in the case of orders by telephone. The order forms of the Patent & Standards Information Centre (PNZ) must be used.
- 2.2. The client must formulate the order as precisely as possible. Any ambiguities are at the expense of the client.
- 2.3. In particular, the contractor shall not be liable for delays caused by the client subsequently changing or specifying more precisely the search order or document delivery.
- 2.4. The client requests an offer from the PNZ with dispatch of the order. This offer shall be sent to the client by the PNZ via e-mail. The contract shall only be deemed to have been concluded after confirmation (acceptance) of this offer by the client.

### **3. Scope of services and processing times**

- 3.1. The PNZ shall process orders regarding trademark enquiries within 5 working days. Saturday does not count as a working day here. The processing time for patent enquiries is 14 days. The date of receipt of orders is applicable for the sequence of processing unless the nature and scope of the search orders or orders of documents necessitate separate processing. The PNZ shall contact the client immediately if it becomes aware of circumstances which result in a delay in processing.
- 3.2. The available sources shall be fully utilized to the best of knowledge and belief. The most comprehensive search possible shall be pursued; absolute completeness is not guaranteed.
- 3.3. After completion of the search, the contractor shall provide the client with a written search report. The contractor is not obliged to keep documents after completion of the search.

### **4. Profile services**

- 4.1. Profile services comprise the regular monitoring of requested trademarks, patents, designs and standards. The intervals between the searches can be defined by the customer. The minimum term of a profile service is one year. After the end of the year, the contract may be terminated at any time with a period of notice of three months.

The applicable date for the timeliness of termination is its receipt by the Patent & Standards Information Centre.

- 4.2. The prices for periodic monitoring include profile maintenance, i.e. adaptation to current formal changes in database structures and contents and to the client's wishes within the scope of the given topic.

## **5. Price clause**

- 5.1. The prices in the fee schedule valid at the time of order placement apply to all services provided by the PNZ.
- 5.2. The prices for the conduct of a search refer to one topic in each case, delimited in form and content.
- 5.3. The full fee shall also be charged if no or only a few references are found for the specified search topic (zero search).

## **6. Terms of payment**

- 6.1. The invoice amount shall become due upon receipt of the invoice. It shall be transferred within four weeks without deductions to the university account stated on the invoice, quoting the invoice number.. If the client is in default of payment, the PNZ shall be entitled to defer existing orders of the client in question and to refuse new orders. Bank charges for payments in foreign currency shall be borne by the client.

## **7. Termination**

The PNZ must be informed in writing of any withdrawals, terminations, changes or cancellations of orders by the client. If costs have already been incurred, these shall be borne by the client.

## **8. Place of performance**

The place of performance is Aachen. The client bears the risk of dispatch. Unless otherwise agreed, secure data transmission shall be performed electronically via a web server of RWTH Aachen University.

## **9. Warranty**

The PNZ performs searches with the greatest care and accuracy. The database providers and RWTH Aachen University take no responsibility for the correctness and completeness of the results of searches. No liability is assumed in principle for damage resulting from technical faults or operational restrictions (except where required by law).

## **10. Liability**

The RWTH is liable without limitation in cases of intent or gross negligence for injury to life, limb or health and according to the regulations of the *Produkthaftungsgesetz* (Product Liability Act).

In case of slightly negligent violation of an obligation that is essential for the achievement of the purpose of the contract (cardinal obligation), the liability of the RWTH Aachen University is limited to the amount of damage that is foreseeable and typical for the type of business in question.

There is no further liability on the part of the RWTH Aachen University.

The above limitation of liability also applies to the personal liability of the employees, representatives and organs of the RWTH Aachen University.

## **11. Copyright**

Copyrights to search results cannot be acquired by a search order. The results are intended for personal use only and may not be passed on to third parties. Reproductions of the search reports, overviews etc. prepared by the Patent Information Centre as well as of any search printouts, copies etc. supplied may only be made for private or personal use in accordance with § 53 UrhG (Sect. 53 Copyright Act). The passing on of the supplied services in course of professional activity is only permitted within the company, institution or similar of the client.

## **12. Indemnity clause**

The client undertakes to indemnify the PNZ against all claims arising from the client's infringement of the rights of third parties when using the services.

## **13. Confidentiality, data protection**

### **13.1 Data Controller**

The data controller in the sense of the EU General Data Protection Regulation (GDPR) and other national data protection laws of the member states as well as other data protection regulations is:

Rektor der RWTH Aachen University  
Templergraben 55  
52062 Aachen (street address)  
52056 Aachen (postal address)  
Phone: +49 241 80 1  
Fax: +49 241 80 92312  
Email: rektorat@rwth-aachen.de  
Website: www.rwth-aachen.de/rektorat

### **13.2 Data Protection Officer**

Availability of the officially appointed Data Protection Officer:

Datenschutzbeauftragter der RWTH Aachen University  
Templergraben 55  
52062 Aachen (street address)  
52056 Aachen (postal address)  
Germany  
Phone: +49 241 80 93665  
Fax: +49 241 80 92678  
Email: dsb@rwth-aachen.de  
Website: www.rwth-aachen.de/datenschutz

### **13.3 Scope of processing of personal data**

The Patent & Standards Information Center (PNZ) processes the following personal data of clients:

- First name, surname
- Company (optional) or institute (optional)
- Delivery address
- Billing address (if different from delivery address)

- Telephone number
- Email address

#### 13.4 Legal basis for the processing of personal data

The processing of personal data is carried out with the consent of the client for the purpose specified in the order form in accordance with Art. 6(1)(a) GDPR.

In addition, personal data may be processed in accordance with Art. 6(1)(b) GDPR if this is necessary for the performance of a contract to which the client is party; this also applies to the implementation of pre-contractual measures which are carried out at the request of the client.

Personal data may also be processed in accordance with Art. 6(1)(e) of the GDPR if this is necessary for the performance of our tasks when these are in the public interest or are carried out in the exercise of official authority.

#### 13.5 Recipient of personal data

The transfer of the personal data of the client to third parties does not take place and is not planned.

Within the framework of a cooperation agreement with the German Patent and Trade Mark Office (DPMA), the PNZ annually transmits anonymised statistical data on the number of patent searches performed; no personal data of the client is disclosed.

#### 13.6 Duration of storage

In accordance with Art. 5(1)(e) GDPR, personal data is only stored for as long as is necessary for the purpose for which it is processed. In addition, data may be stored if this has been provided for by the European or national legislator in EU ordinances, laws or other regulations to which the controller is subject.

Printed orders and invoices shall be stored in accordance with Sect. 3 of the *Richtlinie zur Aufbewahrung, Aussonderung, Archivierung und Vernichtung von Akten und Unterlagen der RWTH Aachen University (Amtliche Bekanntmachungen 2016/141 und 2018/100)*, Regulation on the Retention, Separation, Archiving and Destruction of Files and Documents of RWTH Aachen University (Official Announcements 2016/141 and 2018/100) for 10 years in accordance with the Regulation and then separated, i.e. either destroyed as prescribed by the Regulation or offered to the university archive for archiving in accordance with Sect. 10 of the NRW Data Protection Act.

#### 13.7 Rights of data subjects

If your personal data is processed you are a data subject in terms of the GDPR and have the following rights in relation to the controller:

- In accordance with Art. 7(3) GDPR, you can withdraw from the PNZ at any time your consent once given according to Art. 6(1)(a) GDPR. Withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal;
- In accordance with Art. 15 GDPR, you have the right to obtain confirmation as to whether personal data concerning you is being processed. In this case, you have the

right to be informed of this personal data and to receive the following information: the purposes for which the personal data is being processed, the categories of personal data, the recipients or categories of recipients to whom the personal data has been or will be disclosed, the planned duration of storage, the existence of the right to rectification or erasure or restriction of processing or the right to object to such processing, the existence of the right to lodge a complaint with a supervisory authority, the source of the data if it was not collected from the actual data subject, the existence of automated decision-making, including profiling in accordance with Art. 22(1) and 22(4) GDPR, and, where applicable, meaningful information on the details thereof;

- In accordance with Art. 16 GDPR, you have the right to demand the rectification of incorrect personal data concerning you and to have incomplete personal data completed without delay, including by means of a supplementary statement;
- In accordance with Art. 17 GDPR, you have the right to demand the immediate erasure of personal data stored in the PNZ unless the processing is necessary for exercising the right of freedom of expression and information, for compliance with a legal obligation, for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Art. 89(1) GDPR or for the establishment, exercise or defense of legal claims;
- In accordance with Art. 18 GDPR, you have the right to request that the processing of personal data relating to you be restricted if:
  - the accuracy of the personal data is contested by you,
  - the processing is unlawful and you oppose the erasure of the personal data and request instead the restriction of the use of the personal data,
  - the personal data is no longer needed for the purposes of processing, but you require this for the establishment, exercise or defense of legal claims
  - or you have objected to processing pursuant to Art. 21(1) GDPR and it has not yet been determined whether the legitimate grounds of the PNZ override your grounds;
- In accordance with Art. 20 GDPR, you have the right to receive the personal data related to you which you provided to the PNZ, in a structured, commonly used and machine-readable format or to request that it be transmitted to another controller, provided that the processing is based on consent pursuant to Art. 6(1)(a) GDPR or Art. 9(2)(a) GDPR or on a contract pursuant to Art. 6(1)(b) and the processing is carried out by automated means;
- In accordance with Art. 21 GDPR, you have the right to object at any time, for grounds relating to your particular situation, to processing of personal data concerning you which is based on Art. 6(1)(e) GDPR, and
- In accordance with Art. 77 GDPR, you have the right to lodge a complaint with a supervisory authority if you consider that the processing of personal data relating to you infringes the GDPR. The supervisory authority responsible for RWTH Aachen University is the Landesbeauftragte für Datenschutz und Informationsfreiheit (NRW) (State Commissioner for Data Protection and Freedom of Information (NRW)), Postfach 20 04 44, 40102 Düsseldorf, e-mail: [poststelle@lsi.nrw.de](mailto:poststelle@lsi.nrw.de).

#### **14. Agreements on jurisdiction**

The place of jurisdiction is Aachen, provided that the client is a registered trader, a legal entity under public law or a special fund under public law (Federal Railway, Federal Post Office).

## **15. Legal agreement**

The law of the Federal Republic of Germany shall apply to all legal agreements.

In the event of any discrepancy between the English and German texts of these General Terms and Conditions, the German text shall prevail.