

**Please Complete this section**

**STUDENT NAME**

**UNIVERSITY**

**ADDRESS**

**PHONE**

**EMAIL**

David Ritzenthaler  
Senior Sales Business Dev Manager  
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Email: David.Ritzenthaler@conti-engineering.com

**Signature required on last page**

Frankfurt, 1<sup>st</sup> Febuary, 2021

## **Radar Sponsorship Program**

Dear Student,

We would like to thank you for applying to the industrial radar design competition sponsored by Continental Engineering Services GmbH (CES).

<https://conti-engineering.com/industry-radar-design-competition/>

It is the intention of CES to provide prizes for the top three applications, as judged by a professional panel. By applying, you agree that CES may use all or parts of your concept for promotional purposes by CES/Continental on social or print media. This may include videos, posts, links, webpages, articles, etc.

The application deadline is April 30<sup>th</sup> 2021.

## **General**

### Terms and Conditions

The contract between CES and the STUDENT for the transfer of any hardware, software, or services (the "Contract") shall be made in accordance with these terms and conditions.

### Transfer

CES may transfer ownership of goods and services to winning students free from all liens, charges and encumbrances. The radars provided were formerly automotive radars which have been specially modified to become industry radar. This means they are not suitable for automotive use on open roads. They are ideal for industrial applications, academia, prototype use and smart factory applications. For this reason, we ask that the ownership of the radars is not transferred to other parties, as there may be a misunderstanding of their safe use and proper application. In the event, that you would like to provide these radars to another party, CES must be informed and provide prior approval and guidance.

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#### Delivery

Upon delivery title and risk shall pass to the student.

#### Liability

- The Student and CES shall have no liability to each other in respect of any claims of third parties that are caused by defective components, sub-modules, sub-systems or similar items provided by a third party upon student request (dictated/directed parts).
- The liability of each party under or otherwise in connection with the Contract will not extend to any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or special, indirect or consequential damage. In any event, neither party shall be liable to the other party unless (i) the Contract provides otherwise or (ii) unless required by law or statute.

#### Intellectual Property

No source code will be provided to the student. Cluster and Object data will be made available via defined Radar interfaces. As with CES's other customers, any higher-level system created, or integrated, and any knowledge or configuration "secrets" related to features/functions/performance of The Radar remains the IP of CES's customers. CES maintains full IP ownership of The Radar and PLC including but not limited to the: hardware, software, embedded systems, firmware, mechanical components, and application software to program and configure the radar. CES hereby grants the Student a non exclusive, royalty free license to use the information provided by CES, which has been marked "public" or "redistributable" for its non commercial, teaching and research purposes only.

#### Warranty

No Warranty

#### System Responsibility:

The Student has the complete system responsibility and CES may only be responsible for the delivery of hardware, software and services, depending on which level of award is determined for a particular applicant.

#### Sponsorship Cancellation:

Either party can terminate the Sponsorship Program by serving a 30 days written notice upon the other party.

#### Export Control:

The customer acknowledges that the services and products provided by CES and CAG may be subject to export controls or economic sanctions under the laws of the Federal Republic of Germany, the United States, European Union or other country or association.

## Miscellaneous

- Any changes are to be agreed between the parties and documented in writing.
- All documentation is in English.
- The Contract shall be governed by German Law and the parties hereby submit to the exclusive jurisdiction of the German courts.
- The Contract constitutes the entire understanding between the parties relating to the transfer of goods and services.
- If any provision or part of the Contract is held to be invalid, the rest of the Contract will continue to be valid to the maximum extent permissible under law.
- No one other than a party to this Contract shall have any right to enforce any of its terms.
- No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

We do hope our proposal meets your expectations and would appreciate your positive response. If you have any further questions, please do not hesitate to contact us directly.

Best regards,

## Continental Engineering Services GmbH

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***Student Signature, Student printed name, and date***