

Procedure Number:
CAEU-IW/2026-049

Agreement (Document 03)
MARLIN Challenge
Name/Company

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Agreement (Document 03)

For the procedure: MARLIN - Maritime Advanced Resilient Link Integration Network
"MARLIN Challenge"

Procedure number: CAEU-IW/2026-049

between

Agentur für Innovation in der Cybersicherheit GmbH

Große Steinstraße 19

06108 Halle (Saale)

Represented by the Managing Directors:

Bettina Bubnys and Prof. Dr. Christian Hummert

AG Stendal | HRB 28692

– hereinafter: **Cyberagentur** –

and

Name/Company

Street + No.

ZIP City

– hereinafter: **Finalist**¹ –

– hereinafter collectively: the **Parties** –

¹ The genus will be updated accordingly when the agreement is finalized. **[Relevant only for the german version]**

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1. Subject Matter

- 1.1. This agreement relates exclusively to the phase of the “MARLIN Challenge” competition in which the Finalists are required to develop a Solution Concept (prototype, technical documentation, presentation materials, additional materials, and all intellectual property rights arising within the scope of the MARLIN Challenge, in particular with respect to hardware and software).
- 1.2. Performance Period: August 1, 2026 – February 24, 2027
Compliance with the dates and time periods specified in the *Terms and Conditions Regarding the Participation Competition* is essential for the Cyberagentur to ensure a smooth and fair competition.
- 1.3. The documents listed below are integral parts of this agreement. They apply in the order and hierarchy set forth below, whereby this agreement—subject to any contrary provision in the following provisions of this agreement—takes precedence over its attachments, and the attachments in turn take precedence over its appendices:
 - this Agreement;
 - Terms and Conditions Regarding the Participation Competition;
 - Tender Specification.

2. Obligations of the Finalist

- 2.1. The Finalist agrees to develop a Solution Concept based on their Brief Concept and to participate in the tests and demonstrations specified in the *Terms and Conditions Regarding the Participation Competition* at the designated times. The Solution Concept must comply with the content and formal requirements (see *Terms and Conditions Regarding the Participation Competition* and *Tender Specification*).
- 2.2. The aim of the competition is to develop innovative technological approaches for establishing interference-free BLOS communication.
- 2.3. If the Finalist enters Bundeswehr premises or the Bundeswehr fleet, they are subject to the resulting security and confidentiality requirements as well as the Bundeswehr’s house rules.
- 2.4. The Finalist undertakes not to disclose the Brief and Solution Concept to third parties and to ensure that no nationals of a country on [the list of the Federal Ministry](#)

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of the Interior, within the meaning of Section 13(1)(17) of the Security Clearance Act (SÜG), gain access to the Solution Concept or parts thereof.

3. Remuneration

- 3.1. Remuneration is a lump sum of 40,000 EUR (net) for the submission of the Solution Concept. In addition, the Finalist will receive prize money. This amounts to 100,000 EUR (net) for first place, 50,000 EUR (net) for second place, and 30,000 EUR (net) for third place. The ranking will be determined based on the selection criteria set forth in the scope of work and the terms and conditions of participation.
- 3.2. The remuneration and prize money may be subject to income tax. Whether and to what extent the Finalist is required to pay taxes depends on the Finalist's individual tax circumstances. The Finalist is solely responsible for ensuring proper tax compliance.
- 3.3. Payment of remuneration and prize money will be made after the award ceremony based on an invoice submitted by the Finalist. The payment term on the part of the Cyberagentur is 30 days. The payment term begins upon receipt of a factually and mathematically correct invoice.

The Cyberagentur is a public contracting authority pursuant to Section 99 of the German Act Against Restraints of Competition (GWB) and is obligated to accept electronic invoices. If the Finalist wishes to use electronic form instead of paper form, a ZUGFeRD-compliant invoice in PDF/A-3 format must be submitted to rechnung@cyberagentur.de for the invoice to be valid. Submission of a paper invoice is possible.

4. Rights to the Solution Concept

Rights of the Cyberagentur and the Federal Republic of Germany

- 4.1. The Finalist grants the Cyberagentur and the Federal Republic of Germany an exclusive right of use to the Brief Concept and the Solution Concept.
- 4.2. The granted right of use is valid worldwide, is permanent, and is unrestricted in terms of content. The Cyberagentur and the Federal Republic of Germany may exploit the concepts in any known or unknown manner. They may, among other things, publish the concepts, reproduce them, pass them on to others, make them available on the Internet, and modify and edit them without further consent, as well as use these edits in the same manner.

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- 4.3. The Cyberagentur and the Federal Republic of Germany may transfer, sublicense, or otherwise have third parties exercise their granted right of use, in whole or in part. The Finalist's consent is not required for this.
- 4.4. The Finalist may not revoke the granted right of use—except for unknown types of use as provided for in § 31a of the German Copyright Act (UrhG).
- 4.5. Any inventions made must be reported to the Cyberagentur immediately, and all information necessary for filing a patent application, especially the invention disclosure, must be submitted.
- 4.6. The remuneration pursuant to Section 3.1. is considered by the parties to be appropriate for the granted right of use. The rights of the author pursuant to Section 32a et seq. UrhG remain unaffected. If the Finalist demonstrates a striking imbalance between performance and remuneration in an individual case, he or she is entitled to payment of appropriate compensation.

Rights of the Finalist

- 4.7. The Finalist remains the owner of the intellectual property rights incorporated by him or her into the Solution Concept, in particular into the prototypes, such as rights to protected processes, information, and works created prior to participation in the competition or outside the MARLIN Challenge.
- 4.8. The Finalist agrees to enter into a contract with the Cyberagentur or the Federal Republic of Germany granting non-exclusive, unlimited in time, territory, and content, sublicensable, and transferable rights of use to the content contributed pursuant to Section 4.7. for appropriate remuneration, to the extent necessary for the contractual use, in particular for the exploitation and further development of the Solution Concept.
- 4.9. The Finalist may, in good faith, request negotiations regarding the granting of a non-exclusive, royalty-free, time-unlimited right of use to the Solution Concept, limited geographically by the countries listed in Section 2.4 and limited in scope to non-commercial research and development purposes.

Third-Party Rights and Documentation

- 4.10. The Finalist warrants that they hold all necessary rights to the concepts, in particular all rights to the submitted texts, technical documentation, and the hardware, software, and technical processes contained in the prototype, or that they are, to the extent necessary, able to grant the corresponding rights in accordance with

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Section 4.8. Excluded from this are commonly available third-party products contained in the Solution Concept.

- 4.11. The Finalist shall provide the Cyberagentur with a clear and comprehensible documentation of all original content contributed by the Finalist and included in the Solution Concept—particularly in the prototype—in accordance with Section 4.7., as well as commonly available third-party products and newly developed hardware, software, and processes.

5. Submission of Solution Concept

- 5.1. Upon completion of the demonstration, the Finalist shall immediately submit the technical documentation, presentation materials, and additional materials, as well as all software developed as part of the MARLIN Challenge.
- 5.2. The Cyberagentur and the Federal Republic of Germany have the right to declare, within three months of the award ceremony, that they wish to acquire ownership of the prototype as a tangible asset, whereby the Finalist may determine the purchase price at their reasonable discretion, taking into account the remuneration under Section 3 in accordance with Section 315 of the German Civil Code (BGB). The Finalist hereby accepts this offer.

6. Cancellation of the Competition

- 6.1. As the organizer, Cyberagentur reserves the right to cancel the competition at any time for good cause and to suspend or terminate it at any time.
A valid reason for terminating the competition exists, among other things, if taking into account all the circumstances of the individual case and weighing the interests of both parties, the Cyberagentur cannot reasonably be expected to continue the competition and this contract until the intended end of the competition (announcement of the winner and award ceremony) and until the agreed termination of the contract.

This applies in particular in cases of force majeure or if the competition cannot be held or continued for other organizational, technical, or legal reasons. The Cyberagentur shall make use of this option in particular if, for technical reasons (e.g., viruses, manipulation) or for legal reasons, the proper conduct of the competition cannot be guaranteed.

- 6.2. If the Cyberagentur terminates the competition before its conclusion, the Cyberagentur shall, upon presentation of evidence by the Finalist, bear the contingent costs incurred by the Finalist up to the time of termination of the process through

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the fulfilment of this agreement and which can no longer be avoided. All payments, including this residual payment and the compensation for the transferred rights (pursuant to Section 4.6), may not exceed the lump-sum compensation of 40,000 EUR (net) (pursuant to Section 3). The maximum amount of 40,000 EUR (net) may only be paid out once the Finalist has demonstrated and submitted the contractually agreed Solution Concept and this meets the formal and content-related requirements.

This does not apply if the Finalist is responsible for the cause of cancellation. In such a case, the Finalist is not entitled to any remuneration.

- 6.3. In the event of cancellation for any reason, the Cyberagentur is entitled, in accordance with Section 5 mutatis mutandis, to demand the submission of the Solution Concept in the version existing at the time of cancellation. In this case, all rights under Section 4 to the Solution Concept in the version provided remain with the Cyberagentur and the Federal Republic of Germany. The Finalist is entitled to reasonable remuneration for the transferred rights, taking into account all other payments. Section 6.2., sentence 2, remains unaffected.

7. Applicable Law and Miscellaneous

- 7.1. This Agreement, the Terms and Conditions Regarding the Participation Competition and the Tender Specification are valid exclusively in the German language. English versions are non-binding and have no legal effect.
- 7.2. The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.
- 7.3. No side agreements have been made. Amendments to the contract must be in writing; this also applies to amendments to this written form requirement.
- 7.4. If individual provisions of this contract are wholly or partially void, the remainder of the contract shall remain in effect. The invalid provision shall be replaced by the applicable statutory provision or, if no such provision exists, by a provision that the contracting parties would have validly agreed upon in good faith had they been aware of the invalidity.
- 7.5. The contract shall enter into force on the date of the last signature by the parties.