

Merkblatt für DSAG Mitglieder: Feedbackvereinbarung mit SAP SE für die Mitarbeit an Customer Engagement und/oder Customer Connection/Continuous Influence Sessions

Für Ihre Teilnahme an Projekten der Customer Engagement Initiative (CEI) oder an Aktivitäten, die im Rahmen von Customer Connection (CC) oder Continuous Influence Sessions (CIS) außerhalb der *influence.sap.com*-Plattform stattfinden (wie z.B. Workshops zum Review von Spezifikationen oder Lösungsvorschlägen), ist eine gültige Feedbackvereinbarung (FBA) zwischen Kunden und SAP SE erforderlich.

Seit dem 1.9.2018 ist dies auch für alle DSAG-Mitglieder verpflichtend. Wie auch mit der DSAG-Geschäftsstelle abgestimmt, ist die Zustimmung zu den DSAG AGBs allein in diesen Fällen nicht ausreichend

Die Feedbackvereinbarung beschreibt die Prinzipien der Arbeitsbeziehung mit allen Beteiligten:

Geistiges Eigentum: Unsere Kunden haben ein Interesse daran, unsere Software bzw. Services zu beeinflussen, und möchten ihre Ideen und ihr Feedback in der SAP Software umgesetzt sehen. SAP kann dies aber nur tun, wenn unsere Kunden uns das Recht dazu auch erteilen. Dies geschieht mit einer kostenfreien, einfachen (also nicht-exklusiven) Lizenz. Das geistige Eigentum am Feedback und an den Ideen verbleibt beim Kunden, so dass dieser das geistige Eigentum auch weiterhin für eigene Lösungen oder sogar Produkte nutzen kann. Absatz 6 der Feedbackvereinbarung sagt dies deutlich.

Geheimhaltung/Vertraulichkeit: Alle ausgetauschten Informationen und das Feedback müssen vertraulich behandelt werden und müssen innerhalb des Gesprächskreises bleiben. Das gilt beiderseitig sowohl für Informationen, die SAP offenbart als auch für Informationen, die der Kunde SAP mitteilt. In vielen Fällen offenbart SAP Informationen über Schritte, die noch in der Planung sind, oder interne Informationen, die vertraulich behandelt werden müssen.

Customer Commitment: Es kann über Software gesprochen werden, die sich in der Entwicklungsphase befindet oder in 1-2 Jahren ausgeliefert werden soll, manchmal sogar später (z.B. bei Forschungsthemen). Die SAP muss sich das Recht vorbehalten, ihre Pläne zu ändern.

Die Feedbackvereinbarung wird nur einmal gezeichnet und hat dann Gültigkeit für alle Feedback-Aktivitäten mit der SAP-Entwicklung.

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Information for DSAG Members: Feedback Agreement with SAP SE for Participation in Customer Engagement and/or Customer Connection/Continuous Influence Sessions

A valid Feedback Agreement with SAP SE is needed for participation in Customer Engagement Initiative (CEI) projects and for Customer Connection (CC) or Continuous Influence Sessions (CIS) activities which are not confined to the influence.sap.com platform (e.g. workshops for reviewing specifications or solution proposals).

Since September 1st, 2018, this is also required for all DSAG members.

As aligned with DSAG, approval of DSAG terms and conditions is not sufficient for such activities.

The Feedback Agreement describes the principles of the working relationship with all involved parties. The most important ones are:

- **Intellectual Property (IP):** Customers want to influence SAP software (maybe even services). Customers want to see their feedback/ideas in SAP software. For being able to actually incorporate such feedback in our software, SAP needs the right to do so. That's why SAP needs a royalty free license. SAP does not want the Intellectual property on the feedback/ideas. This remains with the customers, such that customers could use that IP to create own solutions or even products. Section 6 of the Feedback Agreement says that very clearly.
- **Non-disclosure:** All information and feedback exchanged needs to be treated as confidential, needs to stay within the group. This is true for information SAP discloses as well as info customers disclose to SAP or to each other. In many cases we share either immature planning or internal information, that needs to be treated confidential. This is being handled in the feedback agreement section.
- **Customer Commitment:** In many cases we discuss software to be built or shipped in 1-2 years' time. Sometimes (when we discuss research topics) even longer. As you never know what the future will bring, SAP needs to have the ability to change plans.

The Feedback Agreement is signed once to be valid for all feedback activities.

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