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GENERAL TERMS & CONDITIONS

Research / Development / Consulting

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1. General information / scope

- 1.1 All legal transactions between the sponsor and IMC Fachhochschule Krems GmbH (hereinafter: IMC FH Krems) are exclusively governed by the following General Terms & Conditions R&D. The version applicable at the respective time of contract conclusion (time of acceptance of the offer by the sponsor) shall apply.
- 1.2 These General Terms & Conditions R&D shall also apply to all amendments/supplements to the contract, accordingly also if no explicit reference is made thereto.
- 1.3 Any conflicting general terms & conditions of the sponsor shall not apply, unless they are explicitly accepted by IMC FH Krems in writing.
- 1.4 In the event that individual provisions of these General Terms & Conditions R&D are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis of the same. The invalid provision shall be replaced by a valid provision best possibly approximating its meaning and economic purpose.

2. Scope of project contract / representation

- 2.1 IMC FH Krems is entitled to have the tasks incumbent upon it carried out by third parties in part or in full. Payment of the third party shall exclusively be effected by IMC FH Krems itself. No direct contractual relationship of any kind whatsoever shall be established between the third party and the sponsor.
- 2.2 During the term of this contractual relationship, the sponsor undertakes to desist from entering any business relationship with persons or companies whose services IMC FH Krems uses to perform its contractual obligations. In particular, the sponsor shall not commission said persons and companies to perform the same or any similar research and/or consultancy services as are offered by IMC FH Krems itself.

3. Obligations of the sponsor

The sponsor will submit to IMC FH Krems all documents required for the performance and execution of the research or consultancy contract in time and will immediately inform it about all events and circumstances that are of importance for the execution of the research or consultancy contract.

4. Ensuring independence

- 4.1 The contracting parties commit themselves to a spirit of mutual loyalty.
- 4.2 The contracting parties mutually agree to take all precautions to ensure the independence of the third parties commissioned and of the employees of IMC FH Krems. This shall apply in particular to entering any competing contractual relationships that may result in conflicts of interest.
- 4.3 In rendering the agreed service, IMC FH Krems shall not be subject to any instructions, it shall act at its own discretion and under its own responsibility. It shall neither be bound to any definite place of work nor to any specified working hours.

5. Protection of intellectual property

The copyrights to the works created by IMC FH KREMS and its employees and the third parties commissioned by it (in particular quotations, reports, analyses, expert opinions, organisational schedules, programmes, specifications, drafts, calculations, drawings, data storage media etc.) shall remain with IMC FH KREMS. By paying the fee, the sponsor shall acquire the right of use (including reproduction and distribution) for the agreed purpose and within the agreed scope of use.

6. Publications

- 6.1 IMC FH KREMS and the persons acting for it shall be entitled, without restriction even after complete performance of the contractual service, to present, publish and release within the corresponding scientific setting (including lectures) all data and results obtained by scientific methods, and to post a description of the research and/or consultancy contract on its website.
- 6.2 Publications effected by IMC FH KREMS in external media shall be agreed with the sponsor in advance.
- 6.3 The sponsor explicitly agrees for its name to be stated as a reference of IMC FH KREMS. This consent to be named as a reference may be revoked in writing at any time.

7. Warranty

- 7.1 Regardless of any fault, IMC FH KREMS shall be entitled and obliged to rectify any subsequently revealed incorrectness and defects of its service. IMC FH KREMS shall immediately inform the sponsor accordingly.
- 7.2 The sponsor's relevant claim shall lapse six months after the respective service was rendered.

8. Liability / damages

- 8.1 IMC FH KREMS shall only be liable towards the sponsor for damages in case of intent or gross negligence. By analogy, this shall also apply to loss or damage caused by third parties called in by the contractor.
- 8.2 The sponsor shall provide evidence in each case that the loss/damage is due to a fault on the part of IMC FH KREMS.

9. Confidentiality / data privacy

- 9.1 IMC FH KREMS undertakes to observe strict secrecy about all business matters it comes to know about, in particular trade and business secrets as well as any information it receives about the type, scope of business and practical activity of the sponsor. Publications under item 6.1 shall be exempt from this provision.
- 9.2 IMC FH KREMS shall be released from professional secrecy towards any assistants and agents whose services it uses to perform the contract. However, it shall impose professional secrecy upon them in full.

- 9.3 Professional secrecy shall extend without restrictions beyond the end of this contractual relationship. Exceptions shall exist in case of statutory duties to testify or duties of disclosure.
- 9.4 IMC FH KREMS shall be entitled to electronically process any data entrusted to it within the scope of the purpose of the contractual relationship. The sponsor shall warrant towards IMC FH KREMS that all measures required in this respect, in particular those mentioned in the General data protection Regulation (GDPR), such as possible necessary declarations of consent by the parties concerned, have been taken. Please find further information concerning the compliance with data protection regulations in our **Data Protection Declaration** on our Website <https://www.fh-krems.ac.at/en/imprint/>.

10. Fee

- 10.1 Upon the agreed service having been provided in full (subject to any interim billings according to the quotation as agreed), IMC FH KREMS shall receive the fee agreed between IMC FH KREMS and the sponsor.
- 10.2 IMC FH KREMS shall issue an invoice meeting all statutory criteria and granting a right to deduct input tax.
- 10.3 If performance of the agreed service does not take place for reasons within the sphere of the sponsor or due to justified premature termination of the contractual relationship by IMC FH KREMS, the latter shall retain the claim for pro-rata payment of the fee.
- 10.4 In the event of non-payment of agreed interim billings, IMC FH KREMS shall be released from its obligation to provide further services. The assertion of any further claims resulting from such failure to pay shall remain unaffected.

11. Electronic invoicing

IMC FH KREMS shall be entitled to transmit invoices to the sponsor also in electronic form. The sponsor explicitly consents to being sent invoices in electronic form by IMC FH KREMS.

12. Duration of the contractual relationship

- 12.1 Basically, the contractual relationship shall end upon completion of the project agreed between the contracting parties.
- 12.2 Nevertheless the contractual relationship may be cancelled for serious reasons by both parties at any time, without any period of notice. In particular, the following shall be considered serious grounds:
- a) if one of the contracting parties violates essential contractual obligations or
 - b) if reasonable concerns regarding the creditworthiness of any of the contracting parties exist, and if upon the request of IMC FH KREMS, said contracting party neither effects advance payments nor provides any suitable security before performance by IMC FH KREMS, and if the financial situation was not known to IMC FH KREMS at the time of conclusion of the contract.

13. Mediation clause

- 13.1 In the event of disputes arising from the contract concluded between the contracting parties that cannot be settled amicably, the contracting parties agree to retain accredited mediators (ZivMediatG) specialising in business mediation from the list published by the Ministry of Justice to settle the conflict out of court. Should no agreement be reached as to the selection of the business mediators or with respect to the content of mediation, legal steps shall not be initiated any earlier than one month after failure of the respective negotiations.
- 13.2 In the event of such mediation failing to materialise or being aborted, Austrian law shall apply in any judicial proceedings initiated. All necessary expenses incurred for the previous mediation, in particular also those for any lawyers retained, may be asserted during judicial or arbitral proceedings as "pre-trial expenses" as agreed.
- 13.3 The materially and locally competent court in Krems shall be the exclusive place of jurisdiction. Austrian law shall apply to the exclusion of its conflict of law rules.

14. Final provisions

- 14.1 The contracting parties confirm to have scrupulously and truthfully provided all information contained in the contract, and they undertake to mutually notify each other of any changes without delay.
- 14.2 Amendments to the contract and/or to these General Terms and Conditions R&D shall be made in writing; the same shall apply to any deviation from this written form requirement. There are no verbal ancillary agreements.