

# General Terms and Conditions (GTC) of IHS

Institut für Höhere Studien / Institute for Advanced Studies (hereinafter: IHS) is an independent, not-for-profit research institute. As a reliable and independent partner of its clients, the institute fixed rules for itself to keep in business connections, which are described in the following General Terms and Conditions (GTC).

By taking part in any tenders whatsoever, IHS submits to the respective terms of the tender.

## 1. General Provisions, Scope

- 1.1. All contracts concluded by IHS with clients commissioning research projects, studies, tests, analyses, etc. are to be based on the General Terms and Conditions (hereinafter: GTC of IHS).
- 1.2. On the part of IHS, only the persons appointed according to the IHS bylaws are authorised to carry out legal transactions.
- 1.3. In the scope of ongoing business relations, the GTC of IHS have to be applied to all legal relationships between IHS and the respective contractual partner.

## 2. Execution of Orders

- 2.1. In order to ensure IHS' independence, the client is not allowed to give instructions concerning the manner in which the order placed by him is to be executed.
- 2.2. Detailed proof of the amount of work to be done by IHS for performance of a contract and other costs only has to be furnished by IHS if that was agreed upon expressly and in writing.
- 2.3. IHS has the right to involve legal or natural third parties in the execution of orders to the extent necessary.
- 2.4. Information which is only known by the client or which only he is authorised to pass on is often necessary for the proper execution of orders. The client has to make sure that all the information required for the execution of an order are made available to IHS in good time and in the agreed format.
- 2.5. The client has to make sure that the information that was passed on is correct and complete and does not infringe any third-party rights.

- 2.6. The client will refrain from any actions which could jeopardise the independence of the staff of IHS or of third parties involved in the execution of the order by IHS.
- 2.7. Studies, project reports, expert opinions, etc. may be used by the persons authorised by copyrights for scientific purposes, in particular for scientific publications. Studies, project reports, expert opinions, etc. the titles of which were published in a library catalogue of IHS or in a comparable database of IHS may be passed on to interested third parties unless something different was agreed upon with the client expressly and in writing.

IHS will diligently fulfil all obligations of secrecy, in particular concerning the business and trade secrets of its clients.

- 2.8. IHS is obliged to report on the progress of work at the times agreed in the respective order. If no reporting obligations are agreed, only a final report has to be drawn up. The final report has to be delivered in writing and/or in pdf format on request.

### 3. Secrecy, Data Privacy

- 3.1. The staff of IHS and any other persons involved in the execution of orders are obliged to keep the information passed on to them secret.
- 3.2. The client is liable for compliance with all data privacy regulations in connection with the passing on of protected data. IHS has the right to process personal data entrusted to it for the purpose of order execution.

### 4. Copyright, Protection of Intellectual Property

- 4.1. Studies, project reports, expert opinions, calculations, tables, illustrations, etc. may only be used by the client for the expressly or conclusively agreed order purposes. A further use of copyrighted works requires an express written agreement with IHS.
- 4.2. With the exception of the usufructuary rights for their services agreed in Section 4.1., the copyright or any other acquired property rights will remain with IHS or the third parties involved in the execution of the order. Permissions to use copyrighted works even after contract performance may only be granted upon written agreement.

**5. Warranty**

- 5.1.** Notice of defects of services provided by IHS has to be given within six months after performance of the service.
- 5.2.** IHS has the right and is obliged to rectify defects acknowledged by it on its own.

**6. Damages**

- 6.1.** IHS only assumes liability for violations of its contractual obligations caused by intent or gross negligence. Amount-wise, damage claims on the part of the client are limited to the amount of the order in addition.
- 6.2.** IHS assumes no liability for damage caused by third parties who were involved in the performance of its contractual obligations (Section 2.3.).
- 6.3.** Any claim for damages may only be asserted in court within six months after detection of the damage. It shall lapse three years after the damaging event at any rate.

**7. Cancellation**

- 7.1.** Individual orders and standing orders may be cancelled for cause by both contractual partners at any time. A cause is given, for example, if substantial contractual obligations are violated or if an application to open insolvency proceedings in connection with the client's assets is filed.
- 7.2.** Cancellation with notice is only admissible for standing orders and only with six months' notice to the end of the year.
- 7.3.** In the event of cancellation of a standing order with notice, the parties have to determine in a joint effort which orders can still be completed in the scope of the contractual relationship.
- 7.4.** In the event of cancellation with notice by the client, the work that is still to be completed shall be paid as agreed upon. Costs incurred by IHS beyond that and which had to be paid by IHS in order to execute the standing order shall be reimbursed by the client in addition.

**8. Fee**

- 8.1.** The fee becomes payable in the agreed amount immediately after invoicing. If payments on account and/or partial payments were agreed, these also become payable upon invoicing.
- 8.2.** As IHS is a friendly society, no value-added tax will be charged.
- 8.3.** If an agreed work is not carried out for reasons to be attributable to the client (e.g. failure to pass on the required information) or because the contract was cancelled by IHS for cause, the agreed fee shall be payable minus the expenditure saved by IHS.

**9. Final Provisions**

- 9.1.** Should individual provisions of the GTC of IHS be inapplicable for whatever reason, the remaining provisions shall remain unaffected thereof. Inapplicable provisions have to be replaced by ones that come as close to their financial purpose as possible.
- 9.2.** These GTC of IHS may only be waived expressly and in writing.
- 9.3.** The place of performance is Vienna.
- 9.4.** Orders and their execution are subject to Austrian law.
- 9.5.** The place of jurisdiction is Vienna.

Vienna, 14 June 2016