



# General Contract Terms & Conditions relating to the RISE Licence Agreement

## 1 Scope of application

a) RISE (Response-Inducing Sustainability Evaluation) is a computer-based method for agricultural consultancy, research and training provided by the School of Agricultural, Forest and Food Sciences HAFL, Bern University of Applied Sciences BFH in Zollikofen, Switzerland that can be used to analyse and improve the sustainability of farms with the farmers. The RISE method comprises a scientific indicator framework, computer software and various supporting materials such as manuals, workbooks and templates. RISE is the property of BFH and can be used with a licence.

b) These General Contract Terms & Conditions apply to all agreements through which the

Bern University of Applied Sciences BFH

School of Agricultural, Forest and Food Sciences HAFL

Agriculture Division

Länggasse 85

CH-3052 Zollikofen

hereinafter '**BFH**'

permits the use of the RISE method on the basis of acquisition of a time-limited licence. These General Contract Terms & Conditions, which regulate the rights and duties of the parties, are made available during initiation of the agreement; the signatory accepts these General Contract Terms & Conditions with the request to conclude the RISE licence agreement.



## 2 RISE 3.0 definitions

**Users** *(several possible for each RISE licence)*

Users are individuals who use the RISE software. They have a user account in the RISE software that serves to identify the person using it.

**User licence** *(several possible for each RISE licence)*

The user licence gives users access to the RISE software and to the content they are authorised to use. All users require a valid user licence in order to work with the RISE software.

**Organisation** *(one for each RISE licence)*

The organisation is the contract partner with which the RISE licence agreement is concluded. The organisation may be natural persons (individuals) or legal persons ((individual) businesses, schools, companies).

All users of a RISE licence must belong to the same organisation. A RISE licence can only be acquired by an organisation. Multiple organisations are not permitted to combine for the purpose of acquiring a licence.

**Projects** *(several possible for each RISE licence)*

In the RISE software, projects are defined within which farm surveys or scenarios can be saved. The administrators of a project determine which users are assigned to the projects and therefore have reading and writing rights. Projects are administered by BFH (setting up, deleting, assigning users to projects, etc.). Project administration is billed on the basis of the amount of work involved.

**RISE licence** *(one for each RISE licence)*

Upon conclusion of the agreement, the type of RISE licence (school, consultancy, research or study) and the number of user licences will be specified.

**SPOC (Single Person of Contact)** *(one for each RISE licence)*

One user is defined as the SPOC; this person is the contact for BFH and responsible for administrative matters.

**Signatory** *(one for each RISE licence)*

The signatory is the person who signs the RISE licence agreement. The signatory selects the type of RISE licence and is responsible for compliance with the agreement, the payment of any fees that are due and any renewal of the RISE licence agreement. The signatory can be a user, but this is not essential.

The signatory and the SPOC can be the same person.

### 3 Subject of the contract, components of the contract

- a) BFH grants users a licence to use the RISE method for their own purposes and to advise third parties. The acquisition of a licence is time-limited and stems from the offer that the signatory has selected and that is confirmed electronically by BFH. Upon acquisition of a licence, access is provided to the RISE software, work materials and support in accordance with Point 5 'Additional services'.
- b) Upon expiry of the RISE licence agreement, users have reading and export rights to their own saved data for one year. Thereafter there is no longer any entitlement to the data retained by BFH.
- c) After the end of the agreement, the RISE method may no longer be used, copied or distributed by users.
- d) The purpose of using the RISE software is to analyse the sustainability of real and fictitious farms.
- e) Sufficient storage space will be made available in the RISE database to store data relevant to farm surveys.
- f) There are various RISE licences for different customer groups and application areas. Additional services for the selected licences can be booked upon request.
- g) BFH can at any time alter the range of services or discontinue the provision of services. If the software is discontinued, all the data saved by users will be handed over to them and the sum already paid for the remaining contract period will be repaid to the signatory on a pro rata basis.
- h) BFH is entitled to use the data and results of the farm surveys in anonymised form and/or to make them available to third parties, e.g. in the context of scientific research studies. Data will not be used and/or passed on in non-anonymised form unless separate written consent has been provided by the farmer concerned.
- i) In addition to these General Contract Terms & Conditions relating to the RISE licence agreement, further components of the agreement are the Rise Code of Conduct (attached as Annex I) and the General Terms and Conditions of Bern University of Applied Sciences (attached as Annex II), which are provided during conclusion of the contract. In the event of doubt, these General Contract Terms & Conditions take precedence over the provisions of the RISE Code of Conduct and the General Terms and Conditions of BFH.

### 4 Licence fees

- a) The signatory shall pay BFH a licence fee appropriate to the RISE licence selected by the signatory and confirmed by BFH.
- b) With or after confirmation of the RISE licence agreement, BFH shall issue the signatory with an invoice that is due immediately and is payable without deduction within thirty (30) days.
- c) Payments are to be made in Swiss francs, euros or US dollars. Bank charges for payments in foreign currencies are payable by the signatory.
- d) Services and fees in Swiss francs (CHF) include value added tax at 7.7%. Services and fees in euros (€) exclude value added tax and are to be paid by the signatory in accordance with Article 23 of the Swiss Federal Act on Value Added Tax (VATA; abbreviated in German as MWSTG).
- e) If signatories are late in making payment of the licence fee, BFH may apply interest on arrears at the rate of 5% p.a. on the delayed portion. BFH explicitly reserves the right to raise claims for damages in excess of this interest on arrears.



- f) In the event that signatories have already been in arrears of payment in the past or there are other doubts about their willingness or ability to pay, BFH is entitled, without stating its reasons, to:
  - i) require immediate payment or
  - ii) demand collateral for all outstanding claims and/or
  - iii) perform or deliver outstanding services only against prepayment.

## 5 Additional services

One hour of free support is included in the RISE licence. Additional services are charged at a rate of:

- CHF 125/hour, incl. VAT
- EUR 110/hour, excl. VAT
- USD 125/hour, excl. VAT

Additional services are invoiced at the end of the contract period. The rules under Point 4 ‘Licence fees’ apply as appropriate.

The table below clarifies the distinction between chargeable support services and free maintenance work:

	Maintenance (free)	Support (chargeable)
<b>Database</b>	Inconsistencies in the database	Help with configuring new objects (e.g. projects, regions, master data). Work as a result of accidental deletion of data and the resulting need to recover the lost data from the backup.
<b>Software</b>	Errors in the software	Rectifying the consequences of operating errors that could have been prevented by training and by consulting the help manuals.
<b>Advice</b>	Advice on acquisition of new RISE licences	Advice of any sort on the use of RISE.

Support is usually available on work days from Monday to Friday between 08.00 and 17.00 Swiss local time. The following contact routes may be used:

- by email: [rise.hafl@bfh.ch](mailto:rise.hafl@bfh.ch)
- by telephone: +41 31 910 29 24
- via the website: form: support request

BFH also offers individually tailored professional consultancy upon request. For example, it supports and produces studies and reports, and processes collected data. Quotations will be provided for offers tailored to individual needs.

## 6 RISE software – terms of use

- a) The RISE software is only to be used by people who have received personal and non-transferable access authorisation from BFH. This assumes participation in official training, an individual induction or an explicit individual ruling.
- b) Identifying user details such as user name, first name and surname, email address and password must be entered to authenticate users.
- c) Users are responsible for updating user details.

## 7 RISE software – access authorisations

- a) An access authorisation allows users to set up and edit projects and farm surveys/scenarios in the RISE software.
- b) A role model defines what users may do in the RISE software with the data that they can access. Users are assigned one of the following roles with the corresponding authorisations:
  - i) Guest: reading a fictitious farm survey
  - ii) Interviewer:
    - Entering, reading, editing and deleting farm surveys.
    - Adding new farm surveys and assigning them to projects.
    - Provisionally entering master data.

When a licence agreement expires or the working relationship between the user and the organisation is dissolved, the user accounts will be deactivated by BFH. Users must notify BFH of relevant changes. These users retain their user account and can use the RISE software again under a new licence.

## 8 Concession time and remediation of faults

- a) The software is always usable but it is only actively maintained during the concession time for function (*Gewährungszeit für Funktion*, GZF). The GZF covers a period from 09:00 to 17:00 Swiss local time on work days from Monday to Friday. The intervention time (from notification of a fault to the start of remediation during the GZF) is less than one working day; remediation of faults is always on the 'best effort' principle by remote service within the GZF.
- b) The remediation of faults applies exclusively to the RISE software supplied by BFH. Interruptions as a result of faults in the users' work stations (hardware, operating systems, browsers) and/or network connections (users' LAN and WLAN connections to the BFH computing centre) are not covered by this warranty. Maintenance periods and lead times for any maintenance work will be announced by BFH or discussed between users and BFH on a case-by-case basis.

## 9 Liability

- a) BFH warrants that all measures are taken to enable the agreed system availability to be maintained. No compensation is payable for the consequences of system breakdown.
- b) BFH declares that at the time of signing this licence agreement it is not aware of any industrial property rights of third parties that affect the licensing of the subject of the licence. The licensee acknowledges the risk that use of the subject of the licence may nevertheless lead to a prosecution on account of infringement of rights. In such event, BFH cannot be held liable.
- c) BFH is not liable for the commercial and content-related usability of the subject of the licence. The risk involved is borne in full by the signatories and users.
- d) The liability of BFH is limited to intent and gross negligence.
- e) Signatories and users alone bear all liability for any consequences arising from defects in contractual products, especially personal injury and damage to property, lost profit or loss of the benefits of use. They indemnify BFH against any claims of third parties.

## 10 Confidentiality

- a) The parties undertake to maintain confidentiality with regard to the information and materials imparted to them before and during the period of the agreement, even if the information and materials are not designated as secret or confidential. The duty of confidentiality applies irrespective of whether confidential information is provided in writing, orally, electronically or in the form of equipment, samples, patterns or products.
- b) The parties undertake not to use the confidential information and materials for purposes other than those described in the subject of the contract.
- c) The parties undertake also to impose the commitments that they have entered into here on individuals who are not employed by them (e.g. students, assistants, advisors, IT partners) but have access to information and materials. As far as is legally possible, these duties of the parties' workers continue to apply after they have left.
- d) In the case of the RISE licence for schools and teachers, the responsible teachers must ensure that students only have access to farm data that they are entitled to. In the event of a change of students, this means that the user account passwords must be reset.
- e) The duty of confidentiality does not apply to information and materials
  - i) of which the general public or third parties were already aware before they were disclosed by one of the parties;
  - ii) that were disclosed to a party by a third party with power of disposition;
  - iii) that are limited to the contact details of the parties; however, this applies only where these details are passed on and used internally in the course of customer management;
  - iv) that are used for research purposes, provided that they are disclosed in pseudonymised or anonymised form.

## 11 Data protection and data processing

- a) All parties involved in the use of RISE are responsible for ensuring data protection and data security. They undertake to comply with the applicable data protection provisions.
- b) The departments and services of BFH may input the details of the licensee and users into their CRM system (BFH customer relationship management system) for the purpose of customer relationship management and marketing until revocation and may use these details from time to time to send relevant information (e.g. invitations to events, information on new offers).

- c) The departments and services of BFH undertake to ensure the security of personal information against unauthorised access.
- d) BFH shall by means of technical and organisational measures protect the farm data saved in the RISE software against loss and/or unintended access by third parties.
- e) In order to monitor licence agreements it may be necessary for signatories to receive information about users who have been or are active under their licence.
- f) All user details with the exception of the password are saved unencrypted in the user database. Access to the user database is strictly limited to BFH.
- g) Closure of user accounts is normally carried out by BFH at the request of the user. BFH reserves the right to close a user account and block a user licence if 1) the user fails to comply with the RISE Code of Conduct (Annex 1) or 2) it has not been possible to contact the user via their email address for more than a year.
- h) When a user account is closed, all the data in the RISE software with the exception of the user name are deleted.

## 12 Defence of intellectual property rights

The parties shall inform each other immediately if they discover an infringement of statutory intellectual property rights under this agreement or if the rights are contested by a third party.

## 13 Term of the agreement

The agreement enters into force as soon as soon as BFH's confirmation message has been sent to the signatory and ends upon expiry of the licence period confirmed by BFH.

## 14 Renewal of the agreement

The RISE licence agreement is time-limited and is not renewed automatically. One month before the RISE licence agreement expires, BFH will contact the signatory and enquire about renewal. If the RISE licence agreement is not renewed, the collected data will be available as set out in Point 3 b) 'Subject of the contract, components of the contract'.

## 15 Premature termination of the agreement

- a) If signatories or users seriously or repeatedly infringe this agreement, including the Code of Conduct, BFH has the right to terminate this agreement with immediate effect. In this situation BFH reserves the right to refuse access to the RISE software and the saved data from the time it becomes aware of the infringement of the agreement. BFH explicitly reserves the right to enforce claims for compensation. BFH is free, taking account of mutual interests, to set a deadline at which the termination will become effective (notice period) and to grant access to the RISE software until then.
- This rule applies in particular, but not exclusively, to the follow possible infringements of the agreement:
- i) Signatories or users attack the subject of the licence, i.e. attack the validity of the licensed product or its way of working, for example by altering the software code.
  - ii) Signatories or users manipulate the subject of the licence, for example by adding user rights that are not part of the RISE licence agreement.
  - iii) The personal and non-transferable access authorisation is shared with other users by passing on a password and user name.
- b) The parties can dissolve this agreement prematurely at any time by mutual agreement and by means of a corresponding written agreement signed by both parties. This dissolution agreement must regulate the modalities, in particular with regard to the continuance of usage rights, remaining payments and confidentiality.
- c) BFH retains RISE licence fees that is has already received; the licence fees that are due up to the time of dissolution of the agreement but have not yet been paid must still be paid.

## 16 Licence transfer

- a) The RISE licence agreement cannot be transferred without the prior written consent of BFH.
- b) Subrogation of this agreement is possible only for any successors in law of the signatory, provided that BFH consents to this transfer. BFH is not obliged to give this consent. Such transfer becomes legally valid upon confirmation by both sides in electronic form of a corresponding agreement between BFH and the successors in law of the signatory. If BFH refuses consent, the rights mentioned under Point 3 b) and c) and Point 15 c) apply.





## 17 Severability clause

If individual provisions of this agreement are ineffective or infeasible or become ineffective or infeasible after conclusion of the agreement, this does not affect the effectiveness of the remaining parts of the agreement. In such case the parties to the agreement undertake to immediately replace the provision in question with a permissible and effective agreement the content of which is closest to the original intention. The same applies in the event of an omission from the agreement.

## 18 Amendments and additions to the agreement

Amendments and additions to this agreement must be made in writing and bear the legal signature of the parties to the agreement.

## 19 Applicable law

This agreement is subject to Swiss law. The sole place of jurisdiction is Bern. The parties shall endeavour to resolve any disputes arising from implementation of an agreement by amicable means.

## Annex I: The RISE Code of Conduct

### Purpose

The Code of Conduct provides guidance on credible and effective farm consultancy that is fair to everyone involved and oriented towards sustainable development.

The RISE method serves to support sustainable and intrinsically motivated farm management and development. It does not serve to check compliance with laws and regulations, requirements on suppliers or production standards.

### Consultancy process

A RISE sustainability analysis and consultation includes as a minimum

- (1) the provision of complete information to the farmer on
  - a. the project framework and objective, participating institutions and companies,
  - b. final information on how data is saved and what it is used for,
  - c. the right to require deletion of the collected data at any time,
  - d. the principles of RISE (as set out in RISE training programmes and the RISE handbook),
  - e. the voluntary nature of participation and provision of information,
  - f. the expected time requirement,
  - g. the information needed.
- (2) a written data usage agreement between the farmer and the RISE user,<sup>1</sup>
- (3) data collection including a tour of the farm,
- (4) data analysis using the RISE software,
- (5) a feedback session with the farmer including discussion of the results and joint identification of possible improvement measures. Further monitoring of farm development by the RISE user is expedient.

Deviations from the described consultancy process are possible but they must be communicated transparently to farmers.

### Voluntary nature of participation in the RISE analysis and consultation

Participation in a RISE analysis and consultation is voluntary and can be discontinued at any time; also, answers can be omitted in the interview. In certain contexts such as regional development or the labelling of producers, participation may be requested without making the transmission and/or communication of the data and results or the implementation of measures compulsory.

### Sanctions / granting of benefits

- a) A farm's RISE points and/or the interviewees' statements must not be used to sanction the farmer or to grant him/her benefits.
- b) If practices that are illegal or that breach a production standard are identified during the use of RISE, the farmer is to be made aware of them.

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<sup>1</sup> The document is available in the RISE software under 'Documentation' or from the RISE team.

### **The consulting individual/organisation**

- a. RISE users (= advisors) should have good knowledge and experience of agricultural production and sustainable agriculture and be able to use the RISE method confidently. The consultation will ideally be conducted in the farmer's language.
- b. The advisor should create a friendly and constructive atmosphere with farmers and others who are involved. This is fundamental to good data quality and reliability and hence to effective initiation of a sustainable development process.
- c. There must not be any power imbalances or dependencies between the advisor/organisation and the farmer. If there are, an external, neutral advisor/organisation should be appointed.

### **Confidentiality / duty of care**

- a) All collected and calculated information must be treated as confidential by all parties. Information that would enable identification of the analysed farms (e.g. names, addresses or coordinates) must not be passed on either inside or outside of the participating institutions.
- b) The duty of care in relation to dealing with data is to be observed by all persons involved. Users must ensure that no one acquires unauthorised access to information stored electronically or in writing. Computers with the RISE software must be protected against unauthorised access with a secure password. Passwords for computers and RISE software are to be kept secret.
- c) Information that permits precise identification of farms or individuals (e.g. people's names, addresses, field names or place names) may be collected only with the farmer's consent. Unless otherwise agreed, such information may be passed on to third parties only in anonymised form (e.g. with abbreviations or in coded form). Any key to coded information must be kept separately from the farm data and protected against unauthorised access.

### **Data quality**

The best available information is used for the RISE analysis. The farmers are recognised as the real specialists when it comes to the farm and their answers are therefore taken seriously. RISE users check all information conscientiously; if details are changed, the farmers are informed.

## Annex II: General Terms and Conditions of Bern University of Applied Sciences (BFH)

### Scope

These General Terms and Conditions (GTC) are valid for R+D orders and services and are based on Swiss law. The ordering party accepts the GTC upon confirmation of an order or signing of an agreement. Changes and supplementary agreements are only effective if they are confirmed in writing by BFH. In other respects, the regulations of the Swiss Code of Obligations and the Higher Education Code of the Canton of Bern shall apply.

### BFH Bids

Bids which are submitted in writing via fax or email are considered binding. A bid remains valid for three months from the date of the bid, unless otherwise agreed in writing. Should the ordering party request deliveries, products or services which are not contained in the bid, they will be added to the invoice. All materials submitted with the bid remain the property of BFH. No third party may be permitted to examine the bid submission without the consent of BFH.

A bid is accepted when the ordering party declares acceptance in writing, via fax or email.

Should the ordering party wish to alter the original bid, it must inform BFH accordingly. BFH will inform the ordering party within two weeks if the alteration is possible and how it will affect the provision of services, deadlines and prices. Any alteration confirmed by BFH becomes part of the bid. Such alteration shall not apply to products already delivered or services already provided.

The General Terms and Conditions (GTC) of Bern University of Applied Sciences constitute an integral part of bids, R+D orders and services. The regulations of the Swiss Code of Obligations apply as supplemental law.

### Involvement of Third Parties

BFH may involve third parties for the purpose of providing the services, either in whole or in part. This may only take place in consultation with the ordering party and without detriment to the quality of the agreed services.

### Deadlines

Bern University of Applied Sciences undertakes to deliver the agreed products or services to the ordering party on the agreed dates. The ordering party undertakes to accept and pay for the products or services on the agreed dates. The dates will be appropriately postponed if hindrances occur which are beyond the control of BFH.

In the event of other delays, the ordering party may

1. forgo further performance: it must inform BFH of this without delay.
2. request partial performance, insofar as this is possible: this must be agreed by the parties without delay.
3. allow BFH an adequate period to subsequently fulfil its obligations. Should BFH not fulfil its

obligations by the time this extension expires, the ordering party may, upon stating so immediately, forgo such performance or withdraw from the agreement.

### Fulfilment of the Agreement

The rights and duties for the fulfilment of the agreement are set out in the bid and/or the agreement.

Unless a special acceptance procedure is agreed, the ordering party must inspect the products/services within two weeks and report any possible defects in writing. Should no such report be made within this time period, the products/services will be considered free of defects and the delivery will be considered approved. The ordering party is then obliged to pay within the agreed time period.

In the event of a defect, BFH is entitled to correct such defect within an appropriate time period.

In the case of bids containing research components, the ordering party acknowledges that fulfilment of the agreement contains no guarantee whatsoever for the achievement of the research goals and the functionality of the research results. The research mandate is considered to be fulfilled as soon as the final report has been submitted within the agreed framework.

The parties to an agreement shall reasonably assist each other as needed, so that they can exercise the rights and obligations that they acquire under the agreement. In particular, they shall provide the declarations and signatures needed to obtain or apply/register for intellectual property rights.

### Exchange of Information, Documents, Objects and Auxiliary Materials

The parties shall provide each other in a timely manner with the necessary information for carrying out a project and make the necessary documents, objects and auxiliary materials available on loan in a timely manner for the duration of the project. Upon completion of the project, unless otherwise agreed, all such items are to be returned in their entirety or, in the case of electronic documents, deleted in their entirety.

### Prices and Terms of Payment

The statutory VAT will be added to the stated prices.

In the case of fixed prices, the bid price will be charged. Prices offered as a cost cap will be charged according to actual services rendered, up to a maximum of the offered price. Guide prices may vary by up to 20% in all instances. The actual hours of work performed will be charged.

Unless otherwise agreed, travel costs and other expenses will be invoiced separately. The amount invoiced is payable upon delivery of the invoice and is to be paid within 30 days to an account designated by BFH. As a rule, payments must be effected in CHF (Swiss francs). Bank charges for payments in foreign currencies must be paid by the ordering party.

If the conditions of payment are not followed, BFH is entitled to:

1. request payment immediately or
2. demand collateral for all outstanding payments

and/or

3. perform or deliver outstanding services or products only against prepayment.

#### **Termination**

Should one of the parties not fulfil its essential obligations, that party may be notified in writing to fulfil its obligations and to restore its compliance with the agreement within an appropriate time period. In the event of non-compliance after the expiry of this time period, the agreement may be terminated at the end of a month upon one month's notice of termination.

The ordering party must reimburse BFH for the expenses incurred up to the early termination and for a limited period must continue to bear the expenses resulting from the research co-operation and the obligations entered into in connection therewith.

#### **Guarantee/Liability**

BFH is liable for the requisite scientific standard and diligence in the execution of the assigned tasks. BFH guarantees the professional evaluation of the results. In other respects, BFH assumes no warranty of title or quality. Generally, BFH is liable only in the event of gross negligence.

Any liability and warranty relating to the use of research results or products is excluded. There is no liability for products or processes which result from the research.

#### **Non-disclosure**

The parties undertake to maintain confidentiality with regard to information and materials provided to them before or during the term of the agreement, even if these have not been specifically designated as secret or confidential. Statutory, officially ordered or contractually agreed disclosure obligations between the parties remain reserved. In the event of disclosures, the other party must be informed of the information and materials provided as far as legally permissible. Details shall be set out in non-disclosure agreements.

Both parties must ensure that the duty of non-disclosure of confidential project information and material extends to all staff members, third parties involved in the project and other persons who have access in any manner to such information and materials.

#### **Reports**

Reports shall, in principle, be written in the same language as the written order, i.e., German, French or English. If reports are provided in any other language, the costs of translation shall be assumed by the ordering party. If reports are requested in more than one copy or in more than one language, corresponding charges will be added to the invoice. BFH archives records and reports and stores them for five years.

#### **Publication Rights**

Research and development results may be made available to the public insofar as they do not conflict with overriding public or private interests. The parties shall seek mutual consent prior to any publication. The results shall remain confidential until such time. Results of research and development financed with public funds shall, as a rule, be published in a suitable form, subject to the agreed non-disclosure obligations.

In principle, only complete versions of the reports shall be published. Publication of excerpts must be authorised in writing by the responsible BFH project manager.

#### **Intellectual Property**

Intellectual property which arises at BFH within the framework of an R+D order funded by a third party shall, unless otherwise agreed, be ceded to such third party, with the exception of moral rights.

Intellectual property resulting from projects in which the costs of BFH are partly covered by third parties and partly by public funding or BFH's own funds shall, unless otherwise agreed, be ceded to the third party, subject to BFH receiving an exclusive, registered licence for use and sublicensing outside the business area of the third party.

Ownership and use of immaterial results shall otherwise be treated in accordance with the "Policy of Bern University of Applied Sciences regarding Intellectual Property". Provisions which deviate from this policy shall be contractually agreed by the parties.

BFH reserves the right at all times to freely use intellectual property arising within the framework of R+D orders for non-commercial purposes in research and teaching. However, this remains subject to the agreed provisions regarding publication and non-disclosure.

#### **Technical Inspections**

The ordering party's participation in expert inspections requires the approval of the responsible BFH project manager. The ordering party will receive a written report after completion of the order. The project manager must approve any inspection of the order documentation.

#### **Transport, Examination Material, Storage**

Risks and costs of transport for delivery or return shall be assumed by the ordering party. BFH is liable for negligent damage to objects as soon as they are in its possession. The materials to be examined will be stored for four weeks after completion of the order. If the ordering party does not collect the materials during this period, they will be properly disposed of after consultation with the ordering party or returned to the ordering party. The disposal costs will be charged to the ordering party.

#### **Information Obligation**

The parties shall inform each other in a timely manner of particular prerequisites and of statutory, administrative and other regulations at the place of destination, insofar as they are relevant to the execution of the order. The parties shall inform each other in a timely manner of any hindrances which might jeopardise the performance of the agreement or lead to inappropriate outcomes.

#### **Representation towards Third Parties**

The parties are not authorised, without express consent, to act on behalf of the other party or in the name of both parties to the agreement.

#### **Correspondence**

All correspondence is to be addressed to the project manager. For questions regarding the protection of intellectual property, the departmental body for knowledge and technology transfer (DZS) is to be contacted.

**Handling of Complaints**

If the agreement provides for the provision of services within the framework of a certification system that prescribes a documented procedure for the receipt, evaluation and adjudication of complaints, a description of the corresponding process is available to all parties upon request. The service provider shall handle complaints in accordance with the requirements of the certification criteria.

**Severability**

Should individual clauses of an agreement or these GTC be void or inexecutable, or should they become so after conclusion of the agreement, this does not affect the validity of the remaining clauses of the agreement. In such a case, the parties undertake to immediately replace the clause in question with a valid and executable clause the content of which corresponds as closely as possible to the original intention. The same applies to any omission from the agreement.

**Final Provisions**

All changes and additions to agreements must be made in writing. Agreements are subject to Swiss Law (excluding its conflict of law provisions and the Vienna Convention on the International Sale of Goods). The exclusive venue of jurisdiction is Bern. The parties shall endeavour to settle by amicable means any disputes which arise during implementation of an agreement.

8 June 2021