



(Dated 29 November 2012)

**Part I GENERAL PROVISIONS**

**1. Scope of Application**

These General Terms and Conditions (in the following GTC UZH) are valid for contracts which have been concluded with the University of Zurich (UZH) as a service provider, subject to item 2.1.

**2. Subject of Contract**

2.1 The GTC UZH define the rights and obligations of the contractual parties as regards services and/or delivery (in the following services), insofar as no other higher law foresees another course of action (e.g. submission law) or no written agreement (modifications, amendments, and/or side agreements) is known to be at variance with the content stated in this contract.

2.2 Only the German version of the GTC UZH is legally binding. Translations are provided for information purposes only.

**3. Concluding a Contract**

A contract is deemed concluded once:

- a. All parties to the contract have signed it, or
- b. UZH has received written acceptance of its offer from the customer/recipient of services, or UZH confirms its agreement to provide a service by, for example, sending the customer/recipient of services a signed duplicate of an order.

**4. Place of Service Provision**

4.1 The place of service provision is the place determined by UZH (e.g. place of delivery). If no specific place is named, the following location is valid: University of Zurich.

4.2 UZH's contractual partner bears all transportation costs.

**Part II UZH AS SERVICE PROVIDER**

**5. Refusal to Provide Services**

5.1 UZH has the right to refuse requests, offers, or price quotes related to providing services without naming any reasons, subject to provision of services based on legal obligations.

5.2 UZH must inform the customer/recipient of services of any refusal to provide services.

5.3 UZH bears no liability to the customer/recipient of services for costs incurred by the refusal to provide services.

**6. Transfer of Risk**

Profit and risk are transferred to the customer/recipient of services upon concluding the contract.

**7. Prices**

7.1 UZH provides services at the agreed price. The customer/recipient of services must separately reimburse UZH for additional costs and/or ancillary charges (for example, expenses, packaging and/or insurance costs, customs and value-added tax, licensing fees, and social insurance fees) that UZH incurs in the course of fulfilling the terms of the contract and that are not explicitly named in the agreed price. These costs will be billed to the customer/recipient of services per separate invoice.

7.2 UZH has the right to request advance payment and/or other security measures.

**8. Terms of Payment**

8.1 UZH sends the customer/recipient of services an invoice for services provided as well as for any other costs incurred while providing the contractually defined services (item 7.1).

8.2 Payment for services must be fulfilled by the customer/recipient of services within 30 days of receipt of the invoice.

**9. Inspection and Acceptance of Services**

9.1 The customer/recipient of services inspects the quality of the services provided as soon as possible in the course of ordinary business proceedings, but within 30 days of receiving the service. The customer/recipient of services must indicate to UZH any missing contractually defined services and name any other shortcomings in the services provided. Such a report must be delivered in writing and include specification of the missing or defective aspects.

9.2 In the case of no report as well as in the case of a late or imprecise report, the customer/recipient of services has by default accepted the services provided.

**10. Warranty**

10.1 UZH guarantees that the services it provides are in conformity with the contractually stipulated demands and that no physical or legal defects are inherent that reduce the value of, or suitability for, the planned use of the services.

10.2 UZH is liable for the diligent and faithful fulfillment of the contractually defined services, and guarantees that the work is carried out in accordance with the contractual specifications and the current state of knowledge and technology.

10.3 UZH has the right to partially or wholly outsource work to third parties in order to fulfill a contract.

10.4 In the case that the services provided do not meet the contractually stipulated requirements, or are defective, the customer/recipient of services has the right to proceed in accordance with the prevailing legal provisions.

10.5 The customer/recipient of services' rights arising from product defects (item 10.4) become null and void a year after the contract has been fulfilled.

**11. Contractual Penalty**

In the case that the customer/recipient of services is late in providing a service for UZH that is necessary for UZH to be able to fulfill its part of the contract, or in the case that the customer/recipient of services does not fulfill, or insufficiently fulfills the contract, UZH has not only the right to demand fulfillment of the contract, but also – in addition to the right to claim compensation for delayed completion/delivery (1% overall, but no more than 10% of the contractual sum per full week or week started of the delay) – the right to demand of the customer/recipient of services a contractual penalty to the amount of 10% of the contractual price, but at least CHF 1,000.

**12. Waste Management**

Upon completion of the contract, UZH has the right to return any material used to fulfill the contract (e.g. testing material) to the customer/recipient of services, or to dispose of it at the cost of the customer/recipient of services. Costs for disposal will be billed to the customer/recipient of services per separate invoice (cf. items 7 and 8).

**Part III FINAL PROVISIONS**

**13. Conveyance and Transference**

In the case that the contractual partner wants to assign or transfer to a third party individual rights and/or obligations defined in the contract, the contractual partner must receive prior written permission from UZH.

**14. Force Majeure**

The contractual parties are not liable for the consequences of a force majeure (e.g. war, environmental catastrophe). Such events grant each party, upon payment for services already provided, the right to withdraw from the contract or to delay fulfillment of the contract; no obligation to compensate for

damage may be imposed.

**15. Protection of Rights**

- 15.1 Before, during, and after the duration of the contractual agreement, all legal rights for intellectual property related to fulfillment of the contract are conferred to UZH.
- 15.2 All protected intellectual property rights that arise in connection to fulfilling the contract, and any rights of use or exploitation rights involved, belong exclusively to UZH.
- 15.3 UZH has the right to use results proceeding from fulfillment of the contract to fulfill its official duties, particularly those related to research (e.g. for Bachelor's and Master's dissertations and PhD theses), and for university teaching and learning (training and continuing education).

**16. Safeguarding Confidentiality**

- 16.1 Subject to legal obligations to provide information or explanations, the contractual parties must treat with confidentiality all facts and data that are neither obvious nor generally accessible. Confidentiality must already be maintained before the contract takes effect, and must remain intact after the contract has been terminated. In the case that the UZH's contractual partner violates confidentiality, item 11 prevails.
- 16.2 In the case that one of the contractual parties wishes to use the contractual relationship for advertisement purposes, or to make public the existence of the contract, the other contractual party must grant prior permission in writing.

**17. Contract Termination**

- 17.1 A fixed-term contract terminates at the end of the contractually stipulated time period. An open-ended contract may be (regularly) terminated in accordance with the contractually defined terms of ending the contract, subject to binding legal provisions. In the case that no deadlines for terminating the contract are included in the contract, the contract may be terminated by either contractual partner upon issuing written notice at the end of a calendar month, followed by a three-month cancellation term.
- 17.2 In the event that major problems make the continuation of the contract insupportable for one of the contractual parties, the contract may be dissolved (due to exceptional reasons) within a named period of time following a previously issued, unsuccessful demand in writing to remove the problem. In the case of an unjustified termination for exceptional reasons, item 11 prevails.
- 17.3 The services rendered up to termination of the contract must be settled between the contractual parties.

**18. Applicable Law and Place of Jurisdiction**

- 18.1 All contracts concluded with UZH are subject to Swiss law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 18.2 Place of jurisdiction is Zurich, Switzerland.