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**GENERAL AND SPECIFIC
CONTRACTING TERMS AND
CONDITIONS (LETTER OF
ENGAGEMENT)**

Version of October 2022

A. GENERAL CONTRACTING TERMS AND CONDITIONS

§ 1 Validity of the General and Specific Contracting Terms and Conditions and other contract components

1.1 The rights and obligations of the contractual relationship between the Client and the Contractor arise from the following documents in the sequence indicated below:

- the letter of engagement;
- where appropriate the Client's specifications;
- these General and Specific Contracting Terms and Conditions of the Client, whereby in the event of inconsistencies between the provisions of this General Part of the General Contracting Terms and Conditions (Section A) and the Specific Terms (Sections B1-B3) the Specific Terms shall take precedence;
- if IT software services form a component of the contract: the Federal General Contractual Terms and Conditions for IT Services Software (AVB-IT/SW), available for download at: https://www.bbg.gv.at/fileadmin/Bibliothek/Vergabekompetenzcenter/AVB-IT_Software.pdf;
- if IT hardware services form a component of the contract: the Federal General Contractual Terms and Conditions for IT Services Hardware (AVB-IT/HW), available for download at: https://www.bbg.gv.at/fileadmin/Bibliothek/Vergabekompetenzcenter/AVB-IT_Hardware.pdf;
- if IT services, software development services or IT project implementation services form a component of the contract: the Federal General Contractual Terms and Conditions for IT Services, Software Development and Project Implementation (AVB-IT/Projects), available for download at: https://www.bbg.gv.at/fileadmin/Bibliothek/Vergabekompetenzcenter/AVB-IT_Projekt-Loesungsbeschaffung.pdf;
- the Contractor's offer, to which specific reference is made in the letter of engagement;
- ÖNORM [Austrian standard] A 2060, issued on 15.03.2013, available for download at www.austrian-standards.at;

In case of inconsistencies, the contract components are applicable in the sequence described above.

In case of inconsistencies between the German and English versions of the General and Specific Contracting Terms and Conditions, the German version is solely applicable.

- 1.2 General Terms and Conditions or other Contractual Terms and Conditions of the Contractor shall not form a component of the contract.
- 1.3 These General and Specific Contracting Terms and Conditions are applicable to all present and future business transactions between the Client and the Contractor, even if the Client does not specifically refer to these provisions. The Terms and Conditions are thereby also valid for contract adjustments and for ancillary, additional, reduced and cost-plus services.

§ 2 Subject of service performance

Services not specifically referred to in the contract, in the offer and in other contract supplements still form the subject of the contract, where they are necessary for the contractual performance of services and their functionality and in order to achieve the performance target.

§ 3 Service performance

- 3.1 The Contractor shall carry out works assigned to it with due care to the best of its ability and shall refrain from any actions that could damage the interests of the Client. The Contractor shall observe statutory provisions, official orders and the generally accepted rules of technology when performing the services. If IT services related to websites and/or mobile applications and services, to be digitally published on the website of the Client or other public institutions, form a component of the contract, the Contractor shall perform the contractual services in accordance with the Web Accessibility Act (WZG), as amended.

The Contractor shall itself provide necessary equipment and tools for order completion. The Contractor shall not derive any claims against the Client as a result.

- 3.2 In the event of disputes, the Contractor is not entitled to withhold or suspend its contractual services.

§ 4 Risk assumption

The Contractor shall assume the costs and the risk of performance of contractual services at the place of performance.

§ 5 Contractual term

- 5.1 If the contract establishes a short-term contractual obligation, the contractual relationship shall end upon full performance of the contract.
- 5.2 If the contract establishes a continuing obligation, in the event of any doubt it shall be concluded for an indefinite term and end by means of termination by one contractual partner (see § 21 Termination).
- 5.3 The extension of the term of a fixed-term contract for a continuing obligation requires a written agreement of the contractual parties.

§ 6 Performance dates and performance deadlines

- 6.1 The services shall be performed on the dates specified in the offer and within the execution deadlines specified in the offer. Minor supplements commissioned by the Client shall not affect the stipulated performance date.
- 6.2 Services shall be commenced in a timely manner with consideration for the necessary preparation time and shall be executed in such a way that the contractually agreed performance dates can be observed. At the Client's request, the Contractor shall demonstrate the progress of performance.
- 6.3 In case of failure to observe performance deadlines, after unsuccessful expiry of a reasonable additional deadline set out in writing, the Client is entitled at its discretion to arrange for the services to be performed by another company at the Contractor's expense.

§ 7 Service changes

- 7.1 The Client is entitled to change the nature and scope of the agreed services or the circumstances of service performance or to demand additional services, which are not included by the commissioned scope of services, provided they are acceptable to the Contractor.
- 7.2 In the event of services being performed, which were not included in the commissioned scope of services, the Contractor shall submit an additional offer to the Client in good time before commencing the additional services, to be demonstrably compiled on the pricing principles and the price basis of the concluded contract. In each case the Contractor shall reach agreement with the Client before starting to perform the additional services. If the Client's consent cannot be obtained in good time due to imminent danger, agreement shall immediately be reached with the Client retrospectively.
- 7.3 Changed or additional services do not generally constitute a reason for amending performance deadlines.

- 7.4 Should it emerge in the course of contract implementation that individual service components are not to be performed in part or in full, the Contractor shall not have any claim to additional remuneration or price increases as a result. Invoicing and remuneration shall exclusively be implemented based on actually performed services.
- 7.5 Services performed additionally or differently by the Contractor without a mandate or deviating arbitrarily from the contract shall only be remunerated if the Client subsequently specifically acknowledges such services.
- 7.6 If in case of settlement by unit prices the total price indicated in the Contractor's offer is expected to be exceeded by more than 5% or more than EUR 10,000 as a result of increased quantities, the Contractor shall immediately notify the Client hereof in writing, or the Contractor loses the claim to remuneration for the additional services.

§ 8 Remuneration for services

- 8.1 Unless specifically stipulated to the contrary between the Client and Contractor, the commissioned fee is a **flat-rate remuneration**.

Ancillary and other services, even if not separately listed in the offer or in the letter of engagement, but necessary to bring about contractual performance, minor supplements, clarifications or participation in discussions related to commissioning, as demanded by the Client, shall be performed within the framework of this remuneration for services. Minor supplements shall be regarded as supplements which do not generate more than 10% of the service remuneration in total.

- 8.2 If **settlement by unit price** has been agreed (e.g., settlement by hours worked), the following shall apply:

- If the contractual parties have agreed a maximum remuneration for services (upper limit), ancillary and other services, even if not separately listed in the offer or in the letter of engagement, but necessary to bring about contractual performance, minor supplements, clarifications or participation in discussions related to this contract, as demanded by the Client, shall be performed within the framework of this remuneration for services. Minor supplements shall be regarded as supplements which do not generate more than 10% of the service remuneration in total.
- If 75% of the agreed upper limit is reached, the Contractor is obliged to demonstrably inform the Client thereof and submit an estimate of the level of remaining expenditure (duty to warn).
- If the contractual parties have not agreed an upper limit, but the Contractor's offer includes a cost estimate, the Contractor is obliged to demonstrably inform the Client when 75% of the estimated expenditure in the offer has been reached and to submit an estimate of the level of remaining expenditure (duty to warn).

- 8.3 Unless specifically stipulated to the contrary between the Client and Contractor, the **cash expenses** (i.e. including travel and journey costs) incurred in the course of service performance are compensated with the agreed remuneration for services and shall not be separately remunerated by the Client. If compensation for all or certain cash expenses incurred by the Contractor is envisaged in the Contractor's offer or in the letter of engagement in addition to the agreed service remuneration, these cash expenses shall be invoiced by the Contractor separately, correctly, completely and broken down in detail by electronic receipts. Travel and journey costs can only be reimbursed up to the amount due to comparable federal employees in the public administration service based on the Federal Government's effective travel fees regulations. All costs can only be refunded up to the total amount stipulated in the offer or in the letter of engagement.
- 8.4 Where the Contractor is subject to a **VAT obligation**, the remuneration for services shall be increased by VAT, as displayed by the Contractor and payable to the tax authority. The same applies to cash expenses, in each case minus VAT invoiced to the Contractor itself and therefore claimed by it as input tax.
- 8.5 If the Contractor has specifically itemised a limited amount of other taxes or duties incurred in relation to performance of the commissioned services (e.g., advertising tax) in its offer, in addition to its fee and any VAT, the remuneration for services is also increased by these payable taxes or duties.

§ 9 Invoicing

- 9.1 If the Contractor's services are to be performed over a period not expected to exceed six months, invoicing is carried out following due completion of all services provided by the Contractor (**global invoice**). If the Contractor's services are to be performed over a period expected to exceed six months, invoicing is carried out following completion of each quarter for the services actually performed in the quarter (**quarterly invoices**).
- 9.2 Any stipulation in the offer or in the letter of engagement of other invoicing intervals (e.g., partial invoices based on progress of performance) takes precedence over section 9.1.

§ 10 Payment terms

- 10.1 Fees shall be paid by wire transfer onto the account notified by the Contractor within 30 days of receipt in one single copy of an invoice that is complete and correct in terms of content. The invoice shall conform to the statutory requirements (in particular § 11 UStG [VAT Act]).
- 10.2 In each case the maturity date requires the relevant service to have been approved by the Contractor and the forwarded invoice, including supplements, to have been acknowledged as factually and mathematically correct.

- 10.3 In case of the Client being in arrears with payment of the remuneration for services, interest on arrears of 9.2 percentage points above the relevant effective annual base rate shall be agreed from the onset of delay. If the Client is not at fault for the arrears, interest on arrears at an annual rate of 4% shall be agreed. The Contractor shall not have any claims beyond statutory interest on arrears and legal compensation for operating costs because of the delay in payment.

§ 11 Guarantee

The Client is entitled to ensure withholding of a retainer in an amount of 5% of the total payable fee (excluding VAT) for warranty or compensation claims. The retention is withheld by the relevant due invoice, unless other guarantee instruments are accepted by the Client. The retention, unless utilised in accordance with the regulations, shall be due for repayment 30 days following expiry of the warranty period at the Contractor's request.

§ 12 Documentation

- 12.1 The Contractor is obliged to check immediately on the detailed design documents handed over by the Client and to advise it in writing of defects that can be identified in application of due diligence and any concerns about the stipulated type of design to the Client immediately, but at the latest within two weeks. The Contractor approves the detailed design documents upon commencement of works. If the Contractor breaches its auditing and information obligations, it is not entitled to lodge claims or objections to the Client as a result.
- 12.2 The Contractor may only use the documentation handed over by the Client for contractual performance. Any other use requires the prior consent of the Client.
- 12.3 In order to facilitate the continued use of documents held by public-sector bodies, in particular to promote the creation of new information products and services as a result, the Contractor (in accordance with § 1, in conjunction with § 6(1) IWG [Re-Use of Information Act]), hereby undertakes to supply all data and documents which it is to provide to the Client in all available formats or languages and, where possible and reasonable, in open and machine-readable format, along with the associated metadata. Both the formats and metadata should conform as far as possible to formal, open standards.

§ 13 Intellectual property

- 13.1 The Contractor hereby grants the Client all intellectual property rights to all services that it has performed and work materials and results related to service performance, in particular the exclusive and transferrable right of use, unlimited in terms of time and content, for all types of use as defined in §§ 14-18 UrhG [Copyright Act], including the right to alter and process work results.

The granting of these rights is compensated by the remuneration for services. The Client is entitled, without the Contractor's consent, to transfer this right of use and exploitation to any partial or full legal successors of the Client. Furthermore, the Client is entitled, without the Contractor's consent, to transfer sublicences for these rights of use and exploitation to third parties.

- 13.2 If the applicable contractual obligation on the Contractor consists of granting a licence to the Contractor's work results, the Contractor hereby transfers all rights of use and exploitation under intellectual property law to the Client without restriction, for an indefinite term and worldwide as disclosed at the time of contract conclusion and to be disclosed in future, as revealed from work results for example under UrhG [Copyright Act], PatG [Patents Act] or GMG [Utility Models Act]. The Contractor shall ensure that it also receives the above rights to be granted to the Client from all participants in activities within its sphere of influence. To the best of the Contractor's knowledge, no work results that infringe the contractual rights of use and exploitation are currently established or marketed by third parties.
- 13.3 The Contractor shall transfer the rights of use to work results of third parties to the Client in the relevant licensed scope. In the event that these rights of use are limited in terms of timing, territory and content and with regard to types of use, and transfer not thereby being possible based on the above paragraph, the Contractor shall advise the Client thereof and, at its request, shall strive for corresponding unlimited granting of rights at the Client's expense.
- 13.4 The Client hereby declares that it accepts the transfer of all rights. A dissolution or termination of the service agreement for any reason shall not affect the mutual rights and obligations in this section.
- 13.5 The Contractor hereby gives an assurance that it holds all necessary rights to grant the Client rights of use based on the above paragraphs, and indemnifies and holds the Client harmless in this regard.

§ 14 Handover of information

At the request of the Client, the Contractor (even after the end of the contract) shall immediately hand over all data and information relevant to the order (including drafts or information collected for the compilation of reports, etc.) to the Client or a third party designated by it in a suitable way.

§ 15 Data processing

- 15.1 The Contractor hereby notes that the personal data accruing in relation to initiation and implementation of the contract, use thereof to perform a task assigned to the Client, which is in the public interest (Art 6(1) e) GDPR), or serves purposes of conclusion and implementation of the contract (Art 6(1) b) GDPR), is necessary for the fulfilment of a legal obligation (Art 6(1) c) GDPR) or is otherwise required to safeguard the legitimate interests of the controller or of a third party (Art 6(1) f) GDPR).

- 15.2 Within the framework of such use it may be the case that personal data have to be transferred or disclosed to bodies and agents of the Federal Ministry of Finance (in particular §§ 43-47 of the Federal Budget Act, BGBl. [Federal Law Gazette] No. 213/1986, as amended), of the Court of Auditors (in particular § 3(2), § 4(1) and § 13(3) of the Act on the Court of Auditors, BGBl. [Federal Law Gazette] No. 144/1948, as amended), bodies and institutions of the European Union based on provisions of European law and of KommAustria [Austrian Communications Authority] pursuant to the provisions of the Media Transparency Act, BGBl. [Federal Law Gazette] I No. 125/2011, as amended, whereby the legal basis for this is the fulfilment of a legal obligation (Art 6(1) c) GDPR) or performance of a task is in the public interest (Art 6(1) e) GDPR).
- 15.3 Detailed information on the processing of data is available for download on the website www.ffg.at under data protection information (www.ffg.at/datenschutz).

§ 16 Order processing

In relation to the processing of personal data under this contract if the Client commissions the Contractor as processor, as defined in Art 4 subsection 8 GDPR, the Contractor hereby undertakes to enter into an order processing contract with the Client, pursuant to Art 28(3) GDPR, and to submit other additional declarations and provide documentation and proof based on Art 28 GDPR, as demanded by the Client.

§ 17 Non-disclosure

- 17.1 The Contractor is obliged to maintain confidentiality about all business and trade secrets made available or provided to it by the Client, or otherwise disclosed in relation to or based on a business relationship or contact with the Client, as well as other confidential information of the Client, or its projects (jointly referred to as the “Confidential Information”), to handle them strictly confidentially, and not to use them for purposes other than according to this contract, or to make them available to third parties in any way without the consent of the Client.

This confidentiality obligation does not apply to documentation and information,

- a. for which there is a statutory obligation to disclosure;
 - b. which are verifiably publicly known or become publicly known without the Contractor being responsible;
 - c. which were demonstrably known to the Contractor in an authorised way before they were made available to it by the Client.
- 17.2 The Contractor may only call on third parties to fulfil its contractual obligations, on which it has demonstrably imposed the non-disclosure obligation based on section 17.1 prior to the third party starting activity. The Contractor shall take all reasonable precautions to inhibit unauthorised use of Confidential Information and/or prevent access of third parties to such Confidential Information. The Contractor shall demonstrably subject all persons granted access to such Confidential Information based on this contract to an obligation to similarly observe all confidentiality obligations imposed on the Contractor, even after termination of the activity of these persons on behalf of the Contractor, or after the end of the contractual relationship between the Client and Contractor.

- 17.3 The obligation not to disclose Confidential Information and the imposition thereof continues without restriction even after termination of the contractual relationship; it also extends to Confidential Information entrusted or otherwise made available to the Contractor or third parties subjected to the non-disclosure obligation on the occasion of contract negotiations, regardless of whether the contract is concluded.

§ 18 Personnel of the Contractor and subcontractors

- 18.1 The Contractor is obliged to exclusively employ experts within the framework of contract implementation.
- 18.2 The Contractor, where it has named key personnel in the procedure for conclusion of this contract, shall arrange for supervision - in terms of content and organisation - of the relevant project by disclosed key personnel. The disclosed key personnel may be removed or replaced upon request or only with the Client's consent.
- 18.3 The Contractor is only entitled to transfer parts of the contractual services in as far as subcontractors have been named in the Contractor's offer. The Contractor may only employ other subcontractors pursuant to the prior written consent of the Client. The Contractor shall impose the obligation to comply with binding regulations for itself on its subcontractors.
- 18.4 Employees of the Contractor or other personnel assigned to the Contractor shall be removed from performing the contractual services at the Client's request.

§ 19 Compliance with regulations under labour and social law

The Contractor is obliged to ensure observance of all labour and social law provisions applicable in Austria in the course of service performance.

§ 20 Amendment of regulations after contract conclusion

- 20.1 If the Contractor is unable to carry out the order, or to do so as stipulated in the contract due to any change in legal or other regulations only implemented after conclusion of the contract, the contractual parties shall adapt the contract to the changed regulations as cost-effectively as possible, but shall conform as far as possible to the Client's ideas.
- 20.2 If the Contractor could have anticipated changes that obstruct order implementation, it shall assume the costs associated with contract adjustment.

§ 21 Termination

- 21.1 If the concluded contract establishes a continuing obligation, the contractual relationship may be dissolved by the Client after one year has elapsed, or by the Contractor after one year is expired, in observance of a notice period of three months on the last day of each month.
- 21.2 Each contractual party is entitled to terminate the relevant contract without observing a notice period, for good cause. Good cause arises for the Client in particular if and when:
- a. circumstances arise that clearly make the timely fulfilment of the relevant contract impossible or result in significant changes, unless the Client is responsible for this itself;
 - b. the requirements for suitability of the Contractor, i.e. its technical, commercial or financial authority, or its professional reliability, as defined in BVerG [Federal Procurement Act] 2018, cease to exist or were not in place at the time of contract conclusion;
 - c. the Contractor removes or replaces key personnel without the necessary consent of the Client pursuant to section 18, or uses a subcontractor for contractual performance;
 - d. the Contractor directly or indirectly offers, promises or grants a pecuniary advantage to a body of the Client involved in the conclusion and implementation of the relevant contract, on behalf of it or a third party;
 - e. the Contractor or a person called on by it to fulfil the contract infringes the non-disclosure obligation pursuant to section 17;
 - f. the Contractor largely or completely sells or completely surrenders its company;
 - g. the Contractor repeatedly infringes the contractual obligations affecting it despite a written reminder;
 - h. the Contractor has taken actions with the intention of damaging the Client; or
 - i. the Contractor has made disadvantageous agreements with third parties on behalf of the Client that infringe common decency or the principle of competition.
- 21.3 Termination shall be issued in writing. In the event of contract termination the Client shall reimburse the Contractor – unless the Contractor is at fault for the early dissolution of the contract and the partial service that it has performed can be utilised by the Client – for verified cash expenses and pay a part of the service remuneration equivalent to the amount of work carried out.
- 21.4 If the Contractor is at fault for the onset of good cause for termination, the Contractor shall compensate the Client for additional costs incurred by any further placement of the order at a third party.
- 21.5 In the event of early termination of the contract, for any reasons whatsoever, the Client may demand direct legal access to the Contractor's contractual relationships with any of its subcontractors. The Contractor hereby undertakes to adopt a corresponding clause in the

contracts to be concluded with the subcontractors.

§ 22 Notification obligations

As soon as any circumstances become discernible to the Contractor, which may call contractual performance of the order into question, it shall immediately notify the Client in writing of such circumstances and any measures being considered.

§ 23 Notification of material changes

- 23.1 The Contractor shall inform the Client without delay if there is any change in the controlling influence of the Contractor due to a change of ownership structure, or if it intends to discontinue or transfer to a third party or merge with the company of a third party the relevant business unit to the services covered by the contract.
- 23.2 Any initiation of reorganisation proceedings pursuant to the Company Reorganisation Act, restructuring proceedings pursuant to the restructuring rules, insolvency proceedings or the rejection of an application to initiate insolvency proceedings due to a lack of sufficient assets likely to cover the costs of such insolvency proceedings shall be notified to the Client immediately.

§ 24 Contractors' association

If there are several contractors, they shall form a contractors' association, which is jointly and severally liable to the Client and for the fulfilment of all obligations under this contract. If one partner drops out of the contractors' association, the contract continues for services to be performed with the remaining partners, but the Client is entitled to terminate the contract for good cause.

§ 25 Communication to the media

Communications to the media concerning the underlying content of the order are unauthorised, unless the Client has given its prior written consent.

§ 26 Closing provisions

- 26.1 The exclusive jurisdiction of the competent court for the subject matter and location of Vienna Alsergrund is hereby stipulated for any disputes arising under or in relation to this contract.
- 26.2 This contract is subject to Austrian law, in exclusion of the provisions of international private law and the United Nations Convention on Contracts for the International Sale of Goods. In the event of any provision of these General and Specific Contracting Terms and Conditions or other components of contracts being or becoming fully or partly null and void, ineffective, unenforceable or unfeasible, this shall not affect the validity, effectiveness and enforceability of all remaining provisions hereof. The null and void, ineffective, unenforceable or unfeasible provision, where legally permitted, shall be replaced by the valid, effective, enforceable and feasible provision, which comes closest to the economic purpose pursued by the null and void, ineffective, unenforceable or unfeasible provision in terms of extent, timing, location or scope of application.

- 26.3 Legal declarations and other communications related to this contract, as well as amendments, supplements or the annulment of the contract, including any amendment to this provision itself, require the written form, unless any differing form requirements are required under mandatory law or in this contract. Transmission via fax, email or delivery on a web portal set up by the Client are sufficient to ensure the written form, but not any other form of telecommunications transmission.
- 26.4 Deliveries shall be demonstrably carried out to the address specified by each contractual party on the first page, unless one contractual party has notified the other contractual party in writing of a different delivery address. If the Client forwards a legal declaration or other notification to the Contractor on a web portal set up by the Client, this shall be deemed to have been delivered to the Contractor upon receipt of the email notification at the Contractor by means of its online availability.
- 26.5 The Contractor hereby declares its consent to the electronic storage of this contract and any written documents forwarded by the Contractor to the Client based on or in relation to this contract, and of the data contained therein, for the purpose of electronic data management. The Contractor may revoke its consent with future effect at any time, without indicating reasons.

B1. SPECIFIC TERMS AND CONDITIONS FOR DELIVERIES OF GOODS

§ 1 Validity of Specific Terms and Conditions for Contracts on Deliveries of Goods

- 1.1 If the contract concluded between the Client and the Contractor contains an obligation on the Contractor to deliver goods, the following terms and conditions shall apply to the performance of such deliveries, in addition to the General Contracting Terms and Conditions (Section A).
- 1.2 In case of inconsistencies between the General Contracting Terms and Conditions (Section A) and the Specific Terms and Conditions for Deliveries of Goods, the Specific Terms and Conditions for Deliveries of Goods shall take precedence.

§ 2 Transfer

The Contractor shall assume the costs and the risk of transport up to handover at the place of performance; the same applies to sales by dispatch. The risk of damage and loss transfers to the Client upon handover of the goods.

§ 3 Transfer of risk

Risk shall only transfer to the Client if and when the Contractor has handed over the goods to an employee of the Client, this employee has inspected the goods at the place of performance and accepted it as correct and the Contractor has flawlessly fulfilled all subsidiary obligations, such as the provision of necessary test certificates, descriptions, operating and user instructions, copies of drawings associated with the order and all other necessary documentation, as well as the assembly, installation, commissioning, introductory training and all other necessary precautions in the individual case.

§ 4 Acceptance

Acceptance is carried out through a duly signed declaration of acceptance. Mere operational use of the goods does not replace a formal declaration of acceptance.

§ 5 Warranty

The provisions on notices of defects pursuant to §§ 377 et seq. Austrian Commercial Code [UGB] shall not apply.

B2. SPECIFIC TERMS AND CONDITIONS FOR WORKS AND SERVICES

§ 1 Validity of Specific Terms and Conditions for Contracts for Work and Services

- 1.1 If the contract concluded between the Client and the Contractor contains an obligation on the Contractor to perform a service or any other work, as defined in § 1151(1) Austrian Civil Code [ABGB], the terms and conditions specified below shall apply to the performance of these works, in addition to the General Contracting Terms and Conditions (Section A).
- 1.2 In case of inconsistencies between the General Contracting Terms and Conditions (Section A) and the Specific Terms and Conditions for Works and Services, the Specific Terms and Conditions for Works and Services shall take precedence.

§ 2 General information on service performance

- 2.1 The Contractor is liable for achieving the performance target described in the engagement and its components, in particular in the Contractor's offer, i.e. bringing about the objectively derivable result targeted by the Client.
- 2.2 The Contractor shall carry out the services for which it is liable with the due diligence required from it as a specialist and shall deploy its expertise with regard to a flawless, high-quality and cost-effective execution.
- 2.3 The Contractor shall give consideration to aspiring to a gender balance in the organisation of events, conferences, symposiums, etc. in the composition of the podium, in the selection of lecturers and among participants (invitation policy).

§ 3 Duty to warn

If the Contractor has concerns about the legality, correctness or practicality of the Client's instructions, about the supply of materials or other items or about services of other contractors, it shall notify the Client of these concerns in writing immediately and recommend appropriate corrective or improvement measures.

§ 4 Reporting obligation

- 4.1 If the Contractor is obliged to perform intellectual services (e.g., consulting, training, courses, etc.), it shall submit a half-yearly report to the Client with the following contents – unless any different reporting periods have been specified in the offer – in each case by 30 June and 31 December:

(1) all contractual partial services performed by the Contractor and its subcontractors in the past six months;

(2) short version of the results of previous service performance;

- (3) a progress analysis with regard to the goal of the Contractor's engagement defined by the Client and a presentation of the change to the progress analysis for the last performance period;
 - (4) information on observance of the agreed schedule;
 - (5) information on the quality assurance measures taken by the Client;
 - (6) proposals for improvement for further service performance.
- 4.2 If the Contractor is obliged to perform intellectual services, it shall additionally forward a final report to the Client after completion of all contractually liable services; all results of the services performed by the Contractor shall be presented herein.

B3. SPECIFIC TERMS AND CONDITIONS FOR RENTAL OF PREMISES

§ 1 Validity of the Specific Terms and Conditions for Rental of Premises

- 1.1 If the contract concluded between the Client and the Contractor contains an obligation on the Contractor to make premises available, the following terms and conditions shall apply to the performance of such rental services, in addition to the General Contracting Terms and Conditions (Section A).
- 1.2 In case of inconsistencies between the General Contracting Terms and Conditions (Section A) and the Specific Terms and Conditions for Rental of Premises, the Specific Terms and Conditions for Rental of Premises shall take precedence.

§ 2 Subject of service performance

- 2.1 The Contractor shall make the premises designated in its offer available exclusively to the Client for the entire period described in the offer.
- 2.2 The premises forming the subject of the contract shall display at least the usual standard for the industry, depending on the intended use by the Client (e.g., leasing as accommodation option or seminar rooms). The Contractor shall make the subject of the contract available in clean condition.

§ 3 Rental fee

The fee payable by the Client to the Contractor, in the absence of any agreement to the contrary, shall be a flat-rate fee for all services to be performed in relation to rental of the premises (this includes all costs of service and personnel expenditure, such as cleaning and material costs, energy and other consumption costs and other costs of technical equipment).

§ 4 Cancellation

- 4.1 The Client is entitled to fully or partly withdraw from the contract (cancellation), in particular in the event of a change in demand. Regardless of the timing of cancellation, the Client is liable to the Contractor for a cancellation fee, as follows:
 - in case of receipt of cancellation up to four weeks before the agreed start of rental of premises: 0% of the agreed rental fee;
 - in case of receipt of cancellation up to two weeks before the agreed start of rental of premises: 20% of the agreed rental fee;
 - in case of receipt of cancellation at a later time: 50% of the agreed rental fee.

§ 5 Miscellaneous

- 5.1 The fitting of decorations and technical equipment in the premises forming the subject of the contract by the Client is permitted in as far as the premises forming the subject of the contract are not damaged by their assembly or removal.
- 5.2 The Contractor is entitled to arrange for the provision of meals and drinks by an external caterer.
- 5.3 The Contractor shall assume any legal transaction fees incurred based on or in relation to the contract concluded between the Client and the Contractor pursuant to the Fees Act 1957.