



**Austrian Research Promotion Agency**

**Österreichische Forschungsförderungsgesellschaft mbH**

Sensengasse 1, 1090 Vienna

GENERAL AND SPECIFIC CONTRACTING TERMS AND CONDITIONS

(Version of 03 Nov 2015)

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## A. GENERAL CONTRACTING TERMS AND CONDITIONS

### 1. Scope of the General and Specific Contracting Terms and Conditions and other components of contracts

1.1. The rights and obligations arising from the contractual relationship between the Client and the Contractor have been laid down in the following documents and shall be applicable in the following order:

- The contract letter;
- The present General and Specific Contracting Terms and Conditions issued by the Client; in case of inconsistencies between the Terms stated in the General Section of the General Contracting Terms and Conditions (Item A) and the Specific Contracting Terms and Conditions, the latter shall prevail;
- Where IT software services form a subject matter of the contract, the Federal General Terms and Conditions for IT services/software (AVB-IT/SW) shall apply; accessible for download at [www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT\\_Software\\_2015.pdf](http://www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT_Software_2015.pdf);
- Where IT hardware services form a subject matter of the contract, the Federal General Terms and Conditions for IT services/hardware (AVB-IT/HW) shall apply; accessible for download at [www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT\\_Hardware\\_2015.pdf](http://www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT_Hardware_2015.pdf);
- Where IT services, software development services, or IT project management services form a subject matter of the contract, the Federal General Terms and Conditions for IT services, software development services, or IT project management services shall apply; accessible for download at [www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT\\_Projekt-Loesungsbeschaffung\\_2015.pdf](http://www.bbg.gv.at/fileadmin/daten/Downloads/Publikationen/AVB-IT_Projekt-Loesungsbeschaffung_2015.pdf);
- The Contractor's offer to which the contract letter explicitly refers;
- The Austrian standard ÖNORM A 2060, issue 15.03.2013, accessible for download at [www.austrian-standards.at](http://www.austrian-standards.at).

1.2. The present General and Specific Contracting Terms and Conditions shall apply to all present and future business transactions between the Client and the Contractor, even where the Client does not explicitly refer to these Terms and Conditions. The Terms and Conditions shall thus also apply to amendments to the Contract, to supplementary work, additional work or underperformance as well as to cost-plus services invoiced on a person-hour basis.

1.3. None of the General Terms nor of any other Terms and Conditions of the Contractor shall be deemed to form a component of the Contract.

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## **2. Subject matter**

Services not explicitly listed in the contract, in the offer, or in other schedules to the contract shall nevertheless be deemed a subject matter of the contract if they are necessary to perform the contractual services, to ensure their functionality, and to attain the intended performance goals.

## **3. Performance**

- 3.1. The Contractor shall perform the contractual services with the required technical diligence and to his best knowledge, and shall refrain from any and all action that might prejudice the interests of the Client. In performing the services, the Contractor shall comply with all relevant legal provisions, government regulations, and generally acknowledged good engineering practice.
- 3.2. All technical equipment, resources, and aids required for performing the contract shall be made available by the Contractor itself. The Contractor shall not be entitled to any claims whatsoever to the Client in this respect.
- 3.3. In case of dispute, the Contractor shall not be entitled to withhold or stop the performance of the contractual services.

## **4. Risk of loss**

The Contractor shall bear the costs and risks associated with the performance of the contractual services at the place of execution.

## **5. Term and termination**

- 5.1. Where the contract gives rise to a non-recurring obligation, the contractual relationship shall end upon the complete execution of the contract.
- 5.2. Where the contract gives rise to a continuing obligation, it shall be deemed to have been concluded for an indefinite period of time and shall end through termination by one of the Parties (Item 19).
- 5.3. The duration of a fixed-term contract in respect of a continuing obligation may only be extended with the written consent of both Parties.

## **6. Dates and deadlines of performance**

- 6.1. The services shall be performed by the date and/or within the timeframe provided for in the offer. Any supplementary work of a lesser extent commissioned by the Client shall not have any influence on the agreed performance date.
- 6.2. The performance of services shall be commenced and completed in due time, i.e. taking account of the necessary preparations, in order to ensure that the agreed performance dates can be complied with. Upon the request of the Client, the Contractor shall provide evidence of work progress made.
- 6.3. Should the agreed performance deadlines not be met, the Client shall be entitled to have the services performed by a company of its choice and at the Contractor's cost, after an adequate grace period set in writing has elapsed without result.

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## 7. Changes to contractual services

- 7.1. The Client shall be entitled to change the type and scope of the agreed services or the circumstances of performing the services, or require additional services that are not included in the initial scope of performance, to an extent acceptable to the Contractor.
- 7.2. Should additional services beyond those listed in the initial scope of performance be required, the Contractor shall in due time provide the Client with a follow-up offer before starting the performance of such additional services, in order to ensure the timely execution of the contract; this offer must demonstrably rely on the price principles and price basis of the signed contract. The Contractor shall at any rate obtain the consent of the Client before commencing the performance of such additional services. Should it be impossible, due to imminent danger, to obtain the required consent in good time, the Client's consent shall be obtained immediately *post hoc*.
- 7.3. The modification of services or the fact that additional services are required shall, in general, not give rise to a change in performance deadlines.
- 7.4. Should it turn out, in the course of performing the contract, that certain services are not or only partially required, the Contractor shall neither be entitled to claim additional payment nor to a price increase. Only the services actually performed shall be used for invoicing and payment.
- 7.5. Any additional or other services performed by the Contractor on its own account or by way of unauthorised deviation from the contract shall only be paid for if the Client explicitly acknowledges such services *post hoc*.
- 7.6. Should the invoicing of services be based on the unit price and the total amount mentioned in the Contractor's offer be expected to be exceeded by more than 5% or more than EUR 10,000 due to the quantitative increase, then the Contractor shall immediately inform the Client in writing, failing which the Contractor shall lose its claim to payment for such additional performance.

## 8. Remuneration of services

- 8.1. Unless expressly agreed otherwise between the Client and the Contractor, the agreed remuneration shall be a **lump sum payment**. This lump sum shall cover any additional and other services, even if they are not separately mentioned in the offer or contract letter but still necessary for performing the services herein, including amendments of a lesser extent, clarifications, or the attendance of meetings in the context of the procurement where formally requested by the Client. The term "amendments of a lesser extent" shall provide for services that, in total, do not exceed 10% of the agreed remuneration.
- 8.2. Where a **remuneration based on unit prices** has been agreed (e.g. invoicing based on man-hours performed), the following shall apply:
  - Where the Parties have agreed upon a maximum remuneration (upper limit), this remuneration shall cover any additional and other services, even if they are not separately mentioned in the offer or contract letter but still necessary for performing the services herein, including amendments of a lesser extent, clarifications, or the attendance of meetings in the context of the procurement where formally requested by the Client. The term "amendments of a lesser extent" shall provide for services that, in total, do not exceed 10% of the maximum remuneration.

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As soon as the total amount reaches 75% of the agreed limit, the Contractor shall demonstrably inform the Client of this fact and provide an estimate for the amount of remaining expenditure to be expected (obligation to warn).

- Where no limit has been agreed between the Parties but the Contractor's offer includes a cost estimate, the Contractor shall demonstrably inform the Client as soon as the estimated expenditure has reached 75% of the total amount given in the offer, and provide an estimate for the amount of remaining expenditure to be expected (obligation to warn).

8.3. Unless expressly agreed otherwise between the Client and the Contractor, the **cash expenditure** incurred in the course of performing the contractual services (including travel costs) shall be deemed to be included in the agreed remuneration and shall not be reimbursed separately by the Client. Should the Contractor's offer or the contract letter provide for the reimbursement of all, or specific, cash expenditure incurred on the part of the Contractor in addition to the agreed remuneration, then this cash expenditure shall be invoiced by the Contractor separately, in due form, completely, and in detail based on electronic receipts. Travel costs shall only be reimbursable in the amount applicable to comparable federal officials of the Republic of Austria serving in the General Administration Service, in accordance with the valid regulations on travel charges. Such costs shall be reimbursable up to the amount stated in the offer or in the contract letter.

8.4. Should the Contractor be **subject to turnover tax**, the remuneration shall be increased by the applicable rate of turnover tax, to be indicated on the Contractor's invoice and payable to the fiscal authorities. The same applies to cash expenditure, in which case the turnover tax amount payable by the Contractor and that he can claim back in the form of input tax credit shall be deducted from the total amount due.

8.5. Where the Contractor's offer, in addition to its remuneration and the related turnover tax, explicitly mentions other taxes or levies relating to the performance of the contractual services (e.g. levies on advertising costs) together with the payable amounts, then the remuneration shall be increased by the rate of such taxes or levies mentioned therein.

## 9. Invoicing

9.1. In the event that the services to be performed by the Contractor must be completed within a period not exceeding six months, invoicing by the Contractor shall be done upon the orderly completion of all services mentioned (**global invoice**). If the services to be performed by the Contractor must be delivered within more than six months, invoicing shall take place after completion of each quarter, based on the services actually performed (**quarterly invoices**).

9.2. Any special agreement in the offer or in the contract letter concerning other invoicing intervals (e.g. partial invoices based on work progress) shall have priority over Item 9.1.

## 10. Terms of payment

10.1. The remuneration shall be payable within 30 days from the receipt of a correct and complete invoice in a single copy, by referral to a bank account to be designated by the Contractor. The invoice must comply with all legal regulations (in particular Sec. 11 of the Austrian VAT Act, UStG.)

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10.2. The Client shall be entitled to request the Contractor to send an e-invoice. In such a case, the remuneration shall be payable by referral to a bank account to be designated by the Contractor, within 30 days from the receipt by the Client of

- a correct and complete e-invoice issued by the Contractor that complies with the requirements of Sec. 5 (2) of the ICT Consolidation Act (IKTKonG), the e-Invoicing Regulation, and Sec. 1 of the e-Invoicing VAT Regulation (UstV) as amended from time to time, and
- all schedules required for verifying the correctness of the e-invoice in both its subject matter and its calculations, either in electronic form (e.g. as a schedule to the e-invoice, by e-mail, via a portal of the issuer of the invoice), or as hardcopy (in case of larger documentations).

10.3. The invoice shall only be deemed due for payment if the invoiced services have been checked and accepted by the Client and the received invoice plus schedules have been acknowledged to be correct in both their subject matter and their calculations.

10.4. Should the Client fail to pay the remuneration by the due date, default interest shall be applicable in the amount of 9.2 percentage points above the applicable base interest *per annum*, from the time of delay. If the delay is not imputable to the Client, the default interest shall be 4% per annum. The Contractor shall have no claim for default in payment beyond the legal default interest and the legal compensation for financial exactions.

## 11. Guarantee

To provide for potential warranty or compensation claims, the Client shall be entitled to retain an amount of 5% from the total remuneration payable (excl. VAT). This retainer shall be deducted from the invoice due, unless the Client accepts other means of guarantee. The retainer shall, unless used in accordance with the provisions, fall due for payment within 30 days from the expiration of the guarantee period, at the Contractor's request.

## 12. Documentation

12.1. The Contractor shall immediately check the detailed design documentation provided to him by the Client and shall immediately, but within two weeks at the latest, inform the latter in writing about any concerns and potential foreseeable defects considering due diligence and care. The detailed design documentation shall be deemed accepted by the Contractor upon commencement of the work.

12.2. The Contractor shall use the documentation provided to him by the Client exclusively for the purpose of performing the contract. Any other use shall require the prior consent of the Client.

12.3. In order to facilitate the re-use of documents issued by public services, and in particular in order to promote the creation of new information products and services, the Contractor shall (in accordance with Sec. 1 in conjunction with Sec. 6 (1) of the Re-use of Information Act, IWG) provide all data and documents requested from him, in a machine-readable open format, including the relevant metadata. Both the formats and the metadata shall comply with formal, open standards, to the greatest possible extent.

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### **13. Intellectual property rights**

- 13.1. The Contractor shall assign the Client all intellectual property rights in respect of all services performed by him and all working materials and results produced as part of the contract, including but not limited to the exclusive, transferrable and unrestricted right, in terms of time and contents, to use his works for all types of exploitation within the meaning of Sec. 14 to 18 of the Copyright Act (UrhG), including the right to modify and process working results. This assignment of rights shall be deemed to be included in the remuneration. The Client shall be entitled to transfer this right of use and exploitation to its legal successors or assignees, without the prior consent of the Contractor. In addition, the Client shall be entitled to transfer sub-licenses for these rights of use and exploitation to third parties, without the consent of the Contractor.
- 13.2. Should the contractual obligation of the Contractor essentially consist in granting a license for its work results, the Contractor shall assign any and all intellectual property rights regarding the use and exploitation of its work result to the Client, as they may arise, e.g., under the Austrian Copyright Act (UrhG), Patent Act (PatG), or Utility Model Act (GMG) and as they are or will be known at the time of signing the contract or beyond, without any limitation in terms of territory or time frame and throughout the world. The Contractor shall ensure that he is granted the aforementioned rights to be assigned to the Client from all those involved in the activities within his scope of influence. To the best knowledge of the Contractor, no work results are currently produced or marketed by third parties in breach of the rights of use and exploitation mentioned in the relevant contract.
- 13.3. The Contractor shall assign the right of exploiting the work results of third parties to the extent licensed by the latter. If these rights are limited with regard to the time period, territory, contents, and types of exploitation and can thus not be assigned as specified in the above paragraph, the Contractor shall inform the Client of this fact, and at the Client's request, make every effort to obtain the unrestricted assignment of rights at the cost of the latter.
- 13.4. The Contractor covenants to legally own all the rights required to grant the Client the rights of use described in the foregoing paragraphs, and shall indemnify the Client and hold it harmless in this respect.

### **14. Use of data by the Client**

- 14.1. The Client shall be entitled to use the personal data gathered in the context of preparing and performing the contract, to the extent required for the conclusion and performance of the contract, for control purposes and for fulfilling the tasks entrusted to the Client by law (Sec. 8 (1) (4) in conjunction with Sec. 8 (3) of the Data Protection Act, DSG 2000).
- 14.2. It is possible that, in the context of such use, data will have to be passed on to other authorities involved in the relevant contract, to organs and officials of the Austrian Court of Auditors (including but not limited to Sec. 3 (2), Sec. 4 (1), and Sec. 13 (3) of the Court of Auditors Act 1948, Federal Law Gazette BGBl. No. 144 as amended from time to time), the Austrian Federal Ministry of Finance (including but not limited to Secs. 57 to 61 and Sec. 47 of the Austrian Federal Budget Act 2013 (BHG 2013), BGBl. No. 139/2009 as amended from time to time) or to the European Union in accordance with EU legislation (Sec. 8 (1) (1) DSG 2000).

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14.3. The Contractor acknowledges that the Client is required to disclose media cooperation and media funding, based on the provisions of the Transparency in Media Cooperation and Funding Act (MedKF-TG).

## **15. Non-disclosure**

15.1. The Contractor shall refrain from disclosing any and all business and trade secrets as well as any other confidential information of the Client made accessible, available or otherwise disclosed to him by the latter in connection with the business relationship or contact with the Client, and shall by no means make this information accessible to third parties, in whatever way, without the prior written consent of the Client.

This obligation of non-disclosure shall not apply to documentation and information:

- a. that is subject to a mandatory disclosure obligation;
- b. that demonstrably is or becomes publicly known through no wrongful act of the Contractor;
- c. that demonstrably and legitimately has been known to the Contractor before the Client disclosed it to him.

15.2. In fulfilling its contractual duties, the Contractor may only use third parties on whom he has demonstrably imposed this obligation of non-disclosure in accordance with Item 15.1 above prior to commencement of work. In addition, the Contractor may only use those persons for the performance of the services, who were explicitly engaged in writing to strictly adhere to the non-disclosure obligation laid down in Sec. 11 (1.2), Sec. 11 (1.15) of the Data Protection Act (DSG) as amended from time to time.

15.3. The non-disclosure obligation relating to all data and business secrets, and the duty to impose it on third parties, shall remain in force beyond the term of the contractual relationship without any limitation; it shall also extend to data and business secrets that have been entrusted to the Contractor and/or the third party committed to secrecy on the occasion of contractual negotiations or in any other way, regardless of whether the contract has been signed or not.

## **16. Contractor staff and subcontractors**

16.1. The Contractor shall exclusively use expert staff for performing the work.

16.2. In the event that the Contractor designates key personnel in the procedure of signing the contract, the designated personnel shall be responsible for the technical and organisational management of the contract. The designated key personnel may be removed or replaced upon the request of, and/or only with the consent of, the Client.

16.3. The Contractor shall only be entitled to partly subcontract the contractual services if the subcontractors have been identified by name in the Contractor's offer. The Contractor may only use other subcontractors with the prior written consent of the Client. The Contractor shall impose his obligation of adhering to the rules to his subcontractors.

16.4. Contractor staff or other staff attributable to the Contractor shall be removed from the performance of contractual services, if the Client so requires.



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## **17. Adherence to labour and social law regulations**

In performing the contractual services, the Contractor shall ensure adherence to all Austrian regulations of labour and social law.

## **18. Amendments to regulations after signing the contract**

18.1. If due to the amendment of legal or other provisions after the contract has been signed the Contractor is unable to perform the contract or perform it in the way stipulated therein, the Parties shall adapt the contract to the amended regulations in the most cost-efficient manner while also meeting the requirements of the Client to the best possible extent.

18.2. If the Contractor could have foreseen any of the amendments that hinder performance, it shall bear the costs associated with adjustments to the contract.

## **19. Termination**

19.1. Where the contract gives rise to a continuous obligation, it can be terminated by the Client after a period of one year, and by the Contractor, after a period of one year, by the last day of each month giving three months' notice.

19.2. Each Party shall be entitled to terminate the relevant contract without notice for good cause. Good cause shall include but not be limited to:

- a. The presence of circumstances that either obviously make the timely performance of the contract impossible or lead to material changes, and that are not imputable to the Client itself;
- b. The fact that the requirements for the qualification of the Contractor, i.e. its authorisation, technical, economic and financial, or professional reliability within the meaning of the Federal Procurement Act (BvergG) are no longer fulfilled or were not even met when signing the contract;
- c. The fact that the Contractor removes or replaces key personnel without the Client's consent as required pursuant to Item 16 of the General Contracting Terms and Conditions, or uses a subcontractor in performing the contract;
- d. The fact that the Contractor, either directly or indirectly, offers, promises, or grants any financial gain to an organ of the Client concerned with the conclusion and implementation of the relevant contract, for the benefit of the Client itself or to third parties;
- e. The failure to comply with the obligation of non-disclosure according to Item 15 of the General Contracting Terms and Conditions either on the part of the Contractor or on the part of a person he uses for performance;
- f. The termination or sale by the Contractor of its enterprise either in whole or in part;
- g. The repeated breach by the Contractor of its contractual obligations despite a written warning;

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- h. The fact that the Contractor has taken deliberate action to harm the interests of the Client; or
  - i. The fact that the Contractor has entered into agreements with third parties that impair the interests of the Client, offend moral laws, or offend the principles of competition.
- 19.3. The notice of termination shall be made in writing. In the event of termination, the Client shall reimburse the Contractor for any cash expenditure upon written proof and pay a proportion of the remuneration, *on a pro rata basis*, in relation to the amount of work performed, provided that the early termination is not imputable to the Contractor and that the outcome of its work so far can be exploited by the Client.
- 19.4. In the event of early termination, for whatever reason, the Client may request to directly and with full legal effect enter into the contractual relationships of the Contractor with his subcontractors. The Contractor undertakes to make the relevant provisions in the agreements to be signed with its subcontractors.

## **20. Final clauses**

- 20.1. Any and all disputes arising from or in connection with the contract shall exclusively be settled by the court having jurisdiction *ratione materiae* for the district of Alsergrund in Vienna.
- 20.2. The contract shall be governed by Austrian law, with the exception of the provisions of International Private Law and the UN Convention on Contracts for the International Sale of Goods.
- 20.3. Should one of the provisions of the present General and Specific Contracting Terms and Conditions or other components of the contract (Item 1) be or become entirely or partly void, ineffective, unenforceable or impracticable, this shall not affect the validity, effectiveness and enforceability of the other provisions hereof. The void, ineffective, unenforceable and impracticable provision shall, to the extent permitted by law, be deemed to be replaced by a valid, effective, enforceable and practicable provision that comes closest to the economic purpose (in terms of measure, time, place, or scope) as intended by the void, ineffective, unenforceable, or impracticable provision in the first place.
- 20.4. Any and all binding declarations of legal significance and other correspondence in connection with the relevant contract, as well as all modifications, amendments, or the cancellation of the relevant contract, including an amendment to the present clause itself, shall be made in writing to be valid, unless constraining law or the relevant contract require a different form. This written form requirement shall be deemed met if the correspondence is sent by fax or e-mail, or delivered via an Internet portal run by the Client, to the exclusion of any other means of telecommunication.
- 20.5. Any notifications shall demonstrably be made to the Parties' addresses indicated on the first page, unless a Party has notified another mailing address to the other Party. In the event that the Client sends the Contractor a binding declaration of legal significance or any other notice via an Internet portal that is run by the Client, then these shall be deemed served to the Contractor upon receipt by the Contractor of an e-mail notifying him of their availability for download from the Internet.

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- 20.6. The Contractor specifically agrees to the electronic storage of the contract and of any and all written documentation and the data contained therein, as transferred by the Contractor to the Client based on, or in connection with, the relevant contract, for the purpose of electronic data processing by the Client. The Contractor may revoke its consent with effect for the future at any time and without giving reasons.
- 20.7. In signing the contract, the Contractor confirms that its General and Specific Terms and Conditions are explicitly ruled out, to have received the documents and schedules mentioned herein, and acknowledged the contents thereof.

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## **B1. SPECIFIC TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS**

### **1. Scope**

- 1.1. If the contract concluded between the Client and the Contractor implies an obligation on the part of the Contractor to deliver goods, such delivery services shall be governed by the General Contracting Terms and Conditions (Chapter A) and the terms and conditions specified below.
- 1.2. In case of inconsistencies between the General Contracting Terms and Conditions (Chapter A) and the Terms and Conditions for the Delivery of Goods, the latter shall prevail.

### **2. Delivery**

The Contractor shall bear the transport costs and risks incurred up to their delivery to the place of performance; this also applies to sales to destination. The risk of damage or loss shall pass to the Client at the moment of handing over the goods.

### **3. Passage of risks**

The risk shall pass to the Client as soon as the Contractor has handed over the goods to a staff member of the Client; this staff member has examined the goods at the place of performance and duly accepted them; and the Contractor has duly fulfilled all other obligations, i.e. provided the required test reports, descriptions, service instructions and instructions for use, copies of the designs enclosed with the order, as well as all other necessary documents; carried out all assembly, installation, commissioning and training tasks; and made all other arrangements as required in each single case.

### **4. Acceptance**

Acceptance shall require a duly signed statement of acceptance. The mere use of the goods for operational purposes shall not replace the formal statement of acceptance.

### **5. Warranty**

The provisions concerning a notice of defects pursuant to Sec. 377 et seq. of the Company Act (UGB) shall be excluded.

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## **B2. SPECIFIC TERMS AND CONDITIONS FOR THE PERFORMANCE OF WORK AND SERVICES**

### **1. Scope**

- 1.1. Where the contract between the Client and the Contractor contains an obligation on the part of the Contractor to provide work or services within the meaning of Sec. 1151 (1) of the Austrian Civil Code (ABGB), the provision of such work and services shall be governed by the General Contracting Terms and Conditions (Chapter A) and the terms and conditions specified below.
- 1.2. In case of inconsistencies between the General Contracting Terms and Conditions (Chapter A) and the Terms and Conditions for the Performance of Work and Services, the latter shall prevail.

### **2. General information about performance**

- 2.1. The Contractor shall be responsible for achieving the performance goal described in the contract letter and its components, in particular the Contractor's offer, i.e. producing the objective outcome demanded by the Client.
- 2.2. The Contractor shall perform the services owed with the diligence of a professional expert and use his technical knowledge in order to guarantee a technically flawless, high quality and economical performance.

### **3. Obligation to warn**

Should the Contractor have doubts concerning the lawfulness, correctness, or usefulness of instructions given by the Client, the provision of material or other objects, and/or concerning the services rendered by other companies, he shall immediately communicate these concerns to the Client in writing and suggest suitable measures to remedy or improve the situation.

### **4. Duty to report**

- 4.1. Where the Contractor undertakes to provide intellectual services (e.g. consulting, training, technical instructions etc.), he shall provide the Client with half-yearly reports by 30 June and 31 December, unless the offer stipulates other reporting periods, with the following contents:
  - (1) All partial performances delivered by the Contractor and its subcontractors within the last six months;
  - (2) A short report of the outcome of the services performed to date;
  - (3) An analysis of work progress with regard to the contractual goal defined by the Client and a description of changes from the progress analysis of the previous performance period;
  - (4) Information about adherence to the agreed time plan;
  - (5) Information about QA measures implemented by the Contractor;

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- (6) Proposals for optimising performance in the future.
- 4.2. Where the Contractor undertakes to provide intellectual services, he shall in addition provide a final report after completion of the contractual services; this report shall present all outcomes of the services provided by the Contractor.

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### **B3. SPECIFIC TERMS AND CONDITIONS FOR THE RENTAL OF PREMISES**

#### **1. Scope**

- 1.1. Where the contract signed between the Client and the Contractor includes the Contractor's duty to rent out business premises, such rental services shall be subject to the General Contracting Terms and Conditions (Chapter A) and the terms and conditions specified below.
- 1.2. In case of inconsistencies between the General Contracting Terms and Conditions (Chapter A) and the Terms and Conditions for the Rental of Premises, the latter shall prevail.

#### **2. Subject matter**

- 2.1. The Contractor shall make the premises designated in his offer available for exclusive use by the Client, for the entire period indicated in his offer.
- 2.2. The premises designated therein shall, depending on the purpose intended by the Client (e.g. rental for overnight stays or seminar rooms) at least meet the usual standards of the trade. The Contractor shall rent out the said premises in a clean condition.

#### **3. Rental fee**

The rental fee owed by the Client to the Contractor shall, unless otherwise agreed, be a lump sum fee and include all services in connection with the rental of premises (including all servicing and personnel expenses, such as cleaning and material costs, energy and other utility costs, as well as costs for technical equipment).

#### **4. Cancellation**

The Client shall, in particular in the event of changes in demand, be entitled to withdraw from the contract (cancellation) in whole or in part. Depending on the date of cancellation, the Client shall pay the Contractor a cancellation fee as follows:

- If the cancellation is received up to four weeks before the effective date agreed for the beginning of the rental period: 0% of the agreed rental fee;
- If the cancellation is received up to two weeks before the effective date agreed for the beginning of the rental period: 20% of the agreed rental fee;
- If the cancellation is received at any time after that: 50% of the agreed rental fee.

#### **5. Miscellaneous**

- 5.1. The Client shall be entitled to install items of decoration and technical equipment in the contractual premises if the premises are not damaged during or following their installation or removal.

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- 5.2. The Contractor shall be entitled to have an external caterer provide food and beverages.
  - 5.3. Any and all legal transaction fees due in connection with the contract signed between the Client and the Contractor pursuant to the Legal Fees Act of 1957 shall be borne by the Contractor.