General Terms and Conditions of the FHNW University of Applied Sciences and Arts Northwestern Switzerland governing the Provision of Research and Development Services

I. General provisions

1. Scope

These General Terms and Conditions (GTC) shall apply to services provided by the FHNW University of Applied Sciences and Arts Northwestern Switzerland (FHNW).

2. Subject matter

The GTC of the FHNW shall regulate all legal aspects of cooperation between the contracting parties with regard to the services to be provided. All terms and conditions specified in a quote or contract that specify otherwise shall take precedence over these GTC.

3. Validity of the quote

Unless otherwise agreed, quotes shall be binding for 30 calendar days from the date of the quote.

4. Conclusion of contract

A contract shall be deemed to have been concluded when the contracting parties have duly signed the contract or when the FHNW has received written acceptance of its quote.

II. Services/rights and obligations

1. Services and costs

The subject and scope of the services to be provided as well as the deadlines shall be determined by the quote or contract. If an agreed deadline cannot be met, the contractual partner must be informed immediately.

Only the costs specified in the quote or contract are valid. All costs will be invoiced in Swiss francs, in addition value-added tax insofar as value-added tax is due.

Unless otherwise agreed, the payment term shall be 30 days after receipt of the invoice.

A reminder fee of 50 Swiss francs may be charged from the second reminder.

2. Involvement of third parties

The FHNW may involve third parties in the provision of services, unless the nature of the agreed service explicitly requires that FHNW members provide the service.

The FHNW shall be liable for the careful selection and instruction of third parties.

If any third parties are involved, they must also be obliged to maintain confidentiality in accordance with Section III.3.

III. Special provisions

1. Data protection

The contracting parties undertake to comply with the applicable data protection provisions when providing the agreed service.

Personal data contained in quotes or contract texts, as well as data exchanged or generated between the contracting parties in relation to the quote or contract, may only be processed for internal purposes. The contracting parties shall process this data under joint responsibility and solely for the purpose of the proper performance of the contract.

The data generated in relation to the fulfilment of the contract must be protected against unauthorised access by third parties by means of suitable technical and organisational measures in accordance with the current state of the art.

Data, records and reports shall be stored by the FHNW in accordance with its archiving guidelines and in compliance with any statutory retention obligations; this will usually be for ten years. Otherwise, personal data and records must be erased by the parties as soon as they are no longer required for the performance of the

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contract or for documentation purposes.

2. Ethics

The contracting parties undertake to comply with any legal requirements relating to ethics.

3. Confidentiality

The contracting parties undertake to treat as confidential all information that is not in the public domain or generally accessible. The foregoing shall be without prejudice to any statutory obligations to provide clarification and information and to any obligations arising from the application of the principle of freedom of information.

Confidentiality must be maintained during the contractual negotiations, including with regard to the content of the quote, and shall continue to be upheld after termination of the contractual relationship.

Confidential information shall only be used for its intended purpose, may not be copied and may not be made available to third parties without the prior written approval of the other party.

At the request of the disclosing party, all confidential information shall be returned or destroyed.

4. Intellectual property

Each party shall retain the intellectual property that it owned prior to the conclusion of the contract. This shall also apply to quotes and contracts of the FHNW. These may only be used for the agreed purpose and may not be disclosed without the approval of the FHNW.

The intellectual property created in relation to the contractually agreed service at the FHNW shall remain with the FHNW or with its staff members. The FHNW grants the contractual partner a non-exclusive licence to use any of its intellectual property contained within the work result, insofar as necessary in order to use it.

If the rights to the work result are transferred to the contractual partner, the FHNW reserves the right to use, process and further develop the work results (methods, concepts and non-confidential findings) for research, teaching and non-commercial purposes.

5. Publications

If work results are produced in relation to performance of the contract (including methods, concepts, procedures, survey instruments, video files, graphics, etc.), the FHNW reserves the right to publish them for academic purposes, provided that there are no overriding public or private interests to the contrary and the agreed confidentiality (section 3) is maintained.

Each contracting party shall obtain the approval of the other party prior to publication. Either contracting party may object to publication on objective grounds, without prejudice to paragraph 1, within 30 days of the request.

If any reports are to be made available, they must in principle be published in their entirety. Any publication of extracts must be approved by the other contracting party.

6. Warranty and liability

The FHNW warrants the requisite scientific approach and diligence in the performance of the agreed service.

Unless required otherwise by law, the FHNW declines all liability for losses arising in connection with the agreed service, in particular for consequential losses and loss of profit.

The contractual partner shall indemnify the FHNW and its staff against all claims by third parties arising from the use of the work results.

IV. Final provisions

1. Termination of the contract

A fixed-term contract ends on expiry of the agreed contractual term or once the agreed service has been provided. An open-ended contract may be terminated subject to a notice period of three months, unless required otherwise by mandatory statutory provisions or unless agreed otherwise.

Early notice concerning the termination of the contract must be intimated in writing.

In the event of the early termination of the contract, the services rendered until the contract is terminated shall be remunerated.

2. Written form

Amendments or supplements to the quote or the contract and/or its annexes as well as any

extension of the contract must be adopted in writing in order to be valid.

3. Severability clause

Should a provision of the contract be or become invalid or unenforceable, this shall not affect the remainder of the contract. In the event that a provision should be invalid or ineffective, it shall be replaced by a provision that most closely approximates the purpose of the provision concerned.

4. Amicable settlement

Any differences of opinion concerning the interpretation or performance of the contract shall be settled amicably wherever possible.

5. Applicable law and place of jurisdiction

Quotes and contracts are subject to Swiss law. The ordinary place of jurisdiction shall be Brugg-Windisch.

Signed off by the President on 26 October 2025

Valid from: 1 January 2026