UNIVERSITÄT SALZBURG

General Terms and Conditions, Version: October 2026

1. Scope of Application
The following General Terms and Conditions apply to all services contracted to the University of Salzburg (hereinafter referred to as "University") by a third party (hereinafter referred to as "Contractor"). University does not accept general terms and conditions of Contractor.

2. Execution of Work
2.1. The nature and scope of the services to be provided by the University are set forth in this offer from the University and, where necessary, supplemented by a schedule, work plan, and budget to be agreed upon by the parties..
2.2. Contractor shall promptly provide University with such information, documentation or materials as University may reasonably require in order to conduct the project.
2.3. Each party will promptly notify the other party of any circumstances which could affect the execution of work.

3. Price, Payment Conditions and Tax
3.1. Payment shall be due within 30 days after the results report is made available to the client and an invoice issued by University.
3.2. University may issue an advance invoice for up to 25% of the agreed fee after commencement of the contract.
3.3. All prices include the currently valid VAT. If the university is or becomes subject to sales tax for this service or if the University has opted for tax liability, the remuneration plus the legal VAT must be paid. This also applies to past periods. In this context, the contractual partner irrevocably and indefinitely waives their right to the objection of statutory limitation.
3.4. Any increases under the collective bargaining agreement or adjustments due to inflation within the term of the contract shall be reimbursed to the University.

4. Non-disclosure and Publication
4.1. University will keep all confidential information, documentation and materials received from Contractor in connection with the contract in confidence and will not disclose these to any third parties without the prior approval of the Contractor. Only information, documentation or materials expressly marked "Confidential" by Contractor will be considered confidential.
4.2. The above shall not apply for disclosure or use of confidential information, documentation and materials if and in so far University can show that the information, documentation or materials become publicly available by means other than a breach of University's confidentiality obligations, are transmitted to University by a third party who is in lawful possession of it, have been developed independently by University or were already known to University at the time of disclosure.
4.3. Contractor is obliged to maintain secrecy with respect to third parties for knowledge which he has acquired as a result of the business relationship.
4.4. Contractor recognizes that under University policy the results of University research shall be published. In so far as confidentiality obligations are observed and commercial interests of Contractor are not substantially affected, University may publish the results of any research work performed in execution of the contract.

5. Results
5.1. University will document the results of the services performed under the contract as proposed in the offer issued by University. University will deliver this documentation to the Contractor after completion of work.
5.2. Contractor is granted the right to use the results of the work.
5.3. Prior written approval of the rectorate is needed for using the Logo of the University.
5.4. Unless otherwise provided for by law, University will not keep or store materials or documentation received from Contractor after completion of work.
5.5.In any case, the university retains the right to use all results of the commissioned work free of charge for research and teaching purposes

6. Warranty and Liability
6.1. The contractor acknowledges and accepts the risk of failure associated with research, development, and scientific service contracts. University shall perform its work according to state-of-the-art rules of science and technology at the time of commencement of work, but does not make warranties of any kind with respect to the merchantibility, fitness for a particular purpose or freedom from third parties' rights of the results of the work.
6.2. Contractor shall be entitled to claim statutory warranty if the work performed by University does not conform to the contractual definition of work and there are no reasons based in science or technology for the deviation between contractual definition of work and actually performed work.
6.3. Liability of University is limited with regard to damages caused intentionally or due to very gross negligence. The extent of liability of University for damages caused as a result of very gross negligence is limited to the price of the contract for each damage event. University is not liable for damage caused to third parties by the utilization of the results of work at Contractor.
6.4. Damage claims of a business contractor have to be established by judicial process within 2 years or otherwise forfeited.

7. Termination
7.1. Each contracting party shall be entitled to terminate the contract with immediate effect for good cause.
7.2. Especially, University shall be entitled to terminate the contract if employees of University who are essential for the performance of the contract terminate their employment at University (e.g. due to appointment at another university) at short notice, and as a result the ability of University to perform is seriously diminished. If the client has partially paid the agreed fee, University will refund to the client only that part of the paid fee which hasn't been used already to cover costs for the performance of the contract.

8. Data protection
8.1.T Personal data is processed in accordance with the provisions of the DSGVO and the Austrian Data Protection Act.

9. Applicable Law and Competent Court
9.1.The contract shall be governed by and construed in accordance with the laws of Austria. All disputes arising out of or in connection with the contract shall be subject to the jurisdiction of the appropriate national court in Salzburg, Austria. The UN Commercial Law shall be excluded.

10. Written Form
10.1. Ancillary understandings, amendments and supplements to the contract must be made in writing.