

# LiRI's General Terms and Conditions (GTC)

## 1. Scope and application

- 1.1 The Linguistic Research Infrastructure (hereinafter “LiRI”) is a technology platform of the University of Zurich which specialised in language related research. These General Terms and Conditions (“GTC”) apply to all services that LiRI provides. The nature and the scope of the services and contractual obligations are also governed by service specific terms and conditions further elaborated on the LiRI website at [www.liri.uzh.ch](http://www.liri.uzh.ch).
- 1.2 Offers for customised services may also specify modifications or additional terms and conditions.
- 1.3 By placing an order that references an Offer (“Work Order”) either by electronic means via LiRI’s management system at [bfabric.linguistik.uzh.ch](http://bfabric.linguistik.uzh.ch) or as otherwise requested from LiRI, the customer accepts the terms and conditions of the Offer and the GTC. In the event of inconsistencies, the GTC shall take precedence over the Work Order, unless expressly stated and agreed otherwise in the Work Order.
- 1.4 Any changes and amendments to a Work Order in particular but not limited to the scope of the Services and the prices must be agreed upon via LiRI’s management system ordering process or other written means as requested by LiRI.

## 2. Service Provision by LiRI

- 2.1 LiRI shall perform the Services to the best of its scientific knowledge exercising due care and according to the applicable laws. Any delivery dates contained in an Offer are estimates only and shall not give rise to any claim.
- 2.2 LiRI will provide the Service deliverables to the customer via a means agreed with the customer. Upon the provision of the Service Results to the customer, LiRI no longer guarantees the storage of data.
- 2.3 Risk of loss and damage of the Service Results shall pass to the customer at the place of performance at LiRI’s premises.
- 2.4 LiRI may engage third parties for the rendering of the Services. LiRI will inform the customer accordingly.

## 3. Confidentiality

- 3.1 “Confidential Information” means all information that one party discloses to the other party for the performance of a Work Order and that is clearly identified and marked as “confidential” prior to or at the time of disclosure. Confidential Information does not include information that the recipient can demonstrate (i) he already knew, (ii) became public through no fault of the recipient, (iii) he developed independently of the Confidential Information, (iv) was lawfully given to the recipient by a third party, (iv) is required to be disclosed by law. If Confidential Information is communicated in a non-written form, such Confidential Information must be reduced to writing by the disclosing party within ten (10) days.
- 3.2 The parties shall undertake all economically reasonable measures to ensure the protection of the Confidential Information to unauthorized parties and shall bind engaged third parties with respective agreements.
- 3.3 The confidentiality obligation ends five (5) years after termination or expiry of the Work Order.

## 4. Intellectual Property Rights

- 4.1 The customer owns the rights in and to the results as ordered in the respective Work Order and obtained by LiRI while using the materials supplied by the customer to carry out the Services, such as results of the tests, measurements, data sets, reports, including any intellectual property rights pertaining thereto ("Service Results").
- 4.2 LiRI owns and retains the rights in and to all other results including any intellectual property rights pertaining thereto such as but not limited to methods, tools, know-how, software, hardware, models used, developed or improved in the course of the performance of the Services ("LiRI IPR").
- 4.3 Nothing in a Work Order shall restrict LiRI in its use of its LiRI IPR or its expertise, know-how and skill at any time. If, however, the use of the Service Results is dependent on LiRI IPR, LiRI agrees to grant the customer a non-exclusive, royalty-free, non-sublicensable license to the LiRI IPR, for the sole purpose of implementing the Service Results within its field of use, if LiRI is entitled to grant such license.

## 5. Use of LiRI's infrastructure

If the nature and the scope of the Services require the customer's access to the LiRI infrastructure, the customer must comply with all applicable guidelines, regulations and policies (e.g. user and security guidelines, data policy and confidentiality provisions) contained or referenced in LiRI's Offer.

## 6. Publication and Publicity

Any reference or use of LiRI's, the University of Zurich's name, logo, trademark, or respective institutes', laboratories' or researchers' name in the context of publications, publicity and advertisement is subject to the prior written consent by LiRI and may be subject to a fee. LiRI shall only publish Service Results after prior agreement with the customer.

## 7. Compensation

- 7.1 The price contained in the Work Order covers all work necessary for the performance of the Services, is payable in Swiss Francs (CHF) and is exclusive of any Swiss VAT, if applicable. Any additional costs and expenses (e.g. out-of-pocket, packaging, shipping or insurance expenses, levies, and customs) necessarily incurred by LiRI in the performance of the Services shall be borne by the customer and are not included in the price. If the fundamentals or preconditions provided by customer and based upon which LiRI offered its Services change, LiRI is entitled to adjust the agreed price to cover the additional work and expenses, if any, or to rescind the Work Order at its option.
- 7.2 The remuneration is due according to the payment schedule in the Work Order or in the absence of a payment schedule after the provision of the Services. The customer shall pay the invoices within thirty (30) days upon receipt. If the customer did not raise any justified objections regarding the invoice within ten (10) days from its receipt, the invoice shall be deemed accepted by the customer. Upon expiry of the payment period, customer is immediately considered to be in default as of the date of the receipt of a respective reminder from LiRI. In this case, LiRI is entitled to, and may additionally charge a default interest rate of up to three (3) percent above the statutory default interest rate on the amount due plus a delayed payment handling fee of CHF 30.—. In addition, LiRI may suspend the performance of the Services or terminate individual or all Work Orders of the customer at its option. Any offsetting by customer is not permitted.

## 8. Warranty and Liability

- 8.1 All Service Results provided by LiRI to the customer are provided AS IS. LiRI makes no warranties or representations regarding the Service Results, neither express nor implied, including but not limited to warranties of originality, accuracy, correctness, merchantability, completeness, fitness for a particular purpose or non-infringement of third party rights.
- 8.2 LiRI, along with its auxiliary persons including but not limited to consultants, students, agents, subcontractors (hereinafter "Auxiliary Personnel") shall not assume liability for any force majeure events or any damages, including but not limited to any indirect or consequential loss or similar damage (e.g. loss of profit, revenue, data, reputation or loss of contracts, other costs and expenses) suffered in connection with a Work Order or the Service Results. Notwithstanding the foregoing, the limitations and exclusions of LiRI's liability do not apply in cases of willful intent or of gross negligence and are subject to mandatory provisions of law.
- 8.3 The customer shall bear sole responsibility for the use and the commercialization of products or services based on the Services and the Service Results and shall, to the fullest extent permitted by the applicable law, defend, indemnify and hold LiRI along with its Auxiliary Personnel harmless against any third party claims which are based thereon.

## 9. Term and Termination

- 9.1 A Work Order either enters into force (i) upon the customer's submission of a Work Order via the LiRI's management system and the subsequent confirmation by LiRI through the LiRI's management system or (ii) if required by LiRI, upon LiRI's receipt of a duly signed Work Order by the customer. The Work Order shall have effect either on the date stipulated in the Work Order or the date LiRI started the performance of the Work Order, whichever occurs first ("Effective Date").
- 9.2 A Work Order may be revoked or terminated in writing by either party at any time. The work performed until termination of the Work Order shall be compensated. Claims for damages due to untimely termination of a Work Order remain reserved, but are excluded for loss of profit.
- 9.3 Following termination or expiry of a Work Order any Confidential Information shall be deleted or destroyed, as the case may be, unless expressly instructed otherwise by the providing Party. The provisions which, by their nature, are intended to survive the expiry or termination of the Work Order shall continue to apply.

## 10. Applicable Law and Jurisdiction

Each Work Order shall be construed and governed by the laws of Switzerland, without reference to its conflict of laws principles, and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). The sole place of jurisdiction for any dispute arising from, or in connection with, the Work Order shall be exclusively the court of the city of Zurich.

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