

## **GENERAL TERMS OF AGREEMENT OF SERVICE ACTIVITIES AT TURKU UNIVERSITY OF APPLIED SCIENCES**

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### **1. SCOPE OF APPLICATION <sup>1</sup>**

1.1 These general terms of agreement are applied to the agreements of services, projects and equivalent commissions which are provided, implemented or otherwise carried as expert services at Turku University of Applied Sciences Ltd (later Turku UAS) and of which Turku UAS makes an agreement (later Agreement) with a commissioner, customer or other contracting party (later Contracting Party). If necessary, the Contracting Parties may agree divergently in writing on the separate conditions below.

### **2. COOPERATION BETWEEN THE CONTRACTING PARTIES IN THE IMPLEMENTATION OF THE SERVICE**

- 2.1 Turku UAS shall provide the service(s) defined in the Agreement by its personnel possessing suitable competence and experience.
- 2.2 Both contracting parties shall fulfil their contractual obligations with due diligence. The parties shall name contact persons in the agreement. In case the contact person changes, a party shall inform the other party of the change in writing without delay.
- 2.3 If the customer has a need to adjust the agreed service, Turku UAS needs to be informed of the adjustment request in good time. The customer shall reimburse to Turku UAS the additional costs resulting from the adjustments.
- 2.4 The customer shall notify Turku UAS of any changes in the performing schedules without delay, at the latest two (2) working days before the date in question. If the customer fails to inform the schedule adjustment in due time, the customer shall reimburse to Turku UAS the additional costs resulting from the adjustments.
- 2.5 Notwithstanding the time limit stated above, Turku UAS has the right to adjust the performing schedule of the service and/or alter the expert due to a compelling reason (such as an illness of the expert named as the person to implement the service) after separate agreement with the customer. The adjustments shall not justify the customer to be able to claim a price reduction or damages.
- 2.6 The Contracting Party is responsible for procuring any licences and rights from third parties as required by the implementation of the project.
- 2.7 Unless the customer hasn't prohibited it in writing, Turku UAS may use the name of the customer and this Agreement as reference information. Turku UAS shall agree separately with the customer on the usage of this information in other marketing purposes.

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<sup>1</sup> These General Conditions have entered into force on 7 April 2021

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### **3. POSSIBILITY FOR PRICE ALTERATIONS**

- 3.1 Turku UAS shall have the right to alter the price of the service equal to the new public fees decreed by the authorities or increasing of existing fees which take place after the signature of the contract and directly influence the services provided for the customer.

### **4. CONFIDENTIALITY AND PROCESSING OF PERSONAL DATA**

- 4.1 Both parties shall ensure that they follow the applicable rules and regulations concerning secrecy, confidentiality, data protection and disclosure of confidential data. The parties shall reach a separate contract according to the policies of Turku UAS upon disclosing confidential information and material if this is needed for the performance of the service.

### **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The customer shall be assigned irrevocable and non-commercial access rights for its internal purposes to the material provided by Turku UAS during the implementation of the service, excluding the right to make adaptations or conversions.

### **6. ERROR AND DELAY SITUATIONS**

- 6.1 A party shall notify the other party without delay if there will be a delay in the implementation of its contractual obligations.
- 6.2 The customer shall inform Turku UAS of any error without delay. The customer has the right to withhold the part of the price of the service equal to the amount of the significant error or delay.

### **7. DAMAGES**

- 7.1 A Contracting Party shall have the right to receive damages from the other party for direct losses arising from a breach of contract. The damages shall be claimed within six (6) months after the Contracting Party which has been damaged has learned of the damage, however at the latest within a year after the validity of the Agreement has ended. No indirect damages shall be compensated.
- 7.2 Turku UAS gives its best efforts to guarantee that the material, application or other result transferred to the customer as a result of the service do not infringe the intellectual property rights of any third party.
- 7.3. In all cases, Turku UAS' liability for damages is limited to the total price paid by the Contracting Party to Turku UAS according to the Agreement.

### **8. FORCE MAJEURE**

- 8.1 A contracting party is not liable for damages arising from an error or delay when these have occurred due to *force majeure*. Force majeure is deemed to be an unusual event, occurring after the signing of the Agreement and preventing the fulfilment of the Agreement, which the Contracting Party could not reasonably take into account when signing the Agreement, and whose consequences cannot be prevented. Such force majeure may be interruption of public

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transport or energy distribution, a strike or other labour action, fire, import or export ban, natural catastrophe or other equally unusual and significant situation beyond the control of the parties.

8.2 A party shall notify the other party without delay about the force majeure as well as the moment when the force majeure is over, after which the parties shall agree on its impact on the service.

**9. OTHER TERMS**

9.1 Amendments and adjustments to the Agreement shall be made in writing (email is considered as a written procedure.)

9.2 Turku UAS has the right to use subcontractors in the performance of the service. Turku UAS is responsible for the performance of the subcontractor similarly to its own.

9.3 contracting party has no right to transfer the Agreement to a third party without a prior written consent from the other party. However, the customer has the right to transfer the Agreement with equal rights and responsibilities to a third party to whom the customer's businesses are transferred.

9.4 Turku UAS has the right to terminate the contract immediately if the customer's financial or other circumstances have been changed significantly so that there is reasonable doubt that the customer is unable to fulfil its contractual obligations. Turku UAS is entitled to invoice the customer for all the services performed before the termination of the contract.

**10. VALIDITY OF THE AGREEMENT**

10.1 This agreement will enter into force once the offeree / customer has accepted the signed offer by Turku UAS with their signature and is valid until the contracting parties have fulfilled their contractual obligations according to the agreement, excluding the rights handed over to the customer specified in section 5, which will remain in force permanently.

**11. APPLICABLE LAW AND DISPUTE RESOLUTION**

11.1 This Agreement shall be governed by the laws of Finland excluding its rules for the choice of law.

11.2 Disputes and claims relating to this contract shall be resolved through negotiations. If the negotiations remain unsolved, the disputes shall be submitted to the District Court of Southwest Finland to be solved primarily through court connected mediation.