

# General Terms and Conditions (GTC)

## Allgemeine Geschäftsbedingungen (AGB)

Version 1.1, 20 July 2022

regarding DKF services

IMPORTANT – PLEASE READ CAREFULLY: BY USING DKF-SERVICES YOU AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS. IF YOU ARE AN AGENT OR EMPLOYEE OF THE INTENDED USER, YOU INDIVIDUALLY REPRESENT AND WARRANT TO DKF THAT YOU ARE AUTHORIZED TO BIND THAT PARTY TO THIS GTC. IF YOU DO NOT AGREE TO THIS GTC, THEN YOU ARE NOT AUTHORIZED TO RECEIVE THE SERVICE.

These are the GENERAL TERMS AND CONDITIONS (“GTC”) for defined service, between the University Hospital Basel, Department of Clinical Research, Switzerland (“DKF”) and your company or research group (“Client”).

## 1 Area of Application

These GTC shall apply to all contracts entered into by DKF with clients where the GTC is referenced. Deviating contrasting or supplementary GTC of the Client shall not apply and shall be deemed as not incorporated into the contract, unless their application is agreed to explicitly and in writing.

## 2 Defined Terms

- 2.1 “Service” means all agreed tasks that DKF is performing or intends to perform for Client under an executed contract.
- 2.2 “Client” means receiver of Services.
- 2.3 “DKF” means “Departement Klinische Forschung”, provider of Services.
- 2.4 “Effective Date” means the date of the last Party signing the Contract.

### 3 Duration and Scope

- 3.1 Any Contract between Client and DKF shall become effective as of the Effective Date and will end automatically on the date as specified in the Contract or upon all tasks completed, whichever is later.
- 3.2 The Client confers to DKF, and DKF assumes, the duty of performing the Services further described in annexes to the Contract, which shall be an integral part of the Contract. Unless otherwise arranged, all tasks are performed according to the Standard Operating Procedures of DKF.
- 3.3 The Contract may be modified in writing in a common Contract between the Parties to include any new or additional Services or modifications of Terms and Conditions of the Contract that will then constitute an Annex xy to the present Contract, which shall also specify the duration of the modified Contract and a possible additional remuneration to be paid by Client to DKF. Annexes to the Contract must be set down in writing and must bear the legally valid approval of all the contracting parties.

### 4 Conduct and Responsibility

DKF agrees to properly perform, to the best of its knowledge and taking into account the current state of the art, all work assumed by it under the Contract.

### 5 Rights

5.1 DKF transfers to Client for its exclusive worldwide use any and all rights pertaining to the findings made as well as to the knowledge, the data and the results obtained in connection with the execution of this Contract (including, but not limited to, patent, design, trademark rights, copyrights, know-how) whether or not such rights are capable of being protected.

5.2 Client shall be entitled to file, in its own name and in any country, applications for patents or for intellectual property rights for any work results of which it has become the owner. DKF undertakes to provide Client with all the necessary assistance for filing such applications and will be paid for its efforts according to usual hourly rates.

5.3 The Parties do not expect any inventions resulting from the performance of the Services. In case contrary to expectations an invention occurs, The Parties agree to negotiate the market price for the transfer of intellectual property rights at due time and at arm's length.

5.4 DKF undertakes:

(i) to claim, where applicable, to the full extent permitted by the applicable laws, from its employees and/or from any other third parties involved in the execution of this Contract, any and all rights pertaining to the findings made as well as to the knowledge, the data and the results obtained in connection with the execution of the Contract and with the Services.

(ii) to pay, where applicable, to the full extent required by the applicable laws, any compensation due to its employees and/or to any other third parties involved in the execution of the Contract.

## 6 Payments

The Client shall compensate DKF for the execution of the Services as specified in the Contract and any Amendments to the Contract. Additional costs for travelling expenses will be invoiced separately. Any support of external audits and/or inspections is not covered by the Contract and will be charged based on the effective time needed.

## 7 Publications and Authorship

7.1 The Parties agree that general information relating to the nature of the collaboration (field of collaboration, identity of the Parties) may be made public.

7.2 In case DKF employees are involved in working out the statistical section of a study protocol, they have to be co-author on the protocol in their function as a biostatistician.

7.3 In case DKF employees are involved in working out a manuscript for publication, a co-authorship has to be discussed according to commonly accepted criteria for authorship in scientific publications.

## 8 Confidentiality

8.1 All information regarding one Party's research, business or trade secrets received by the other Party under the Contract shall be deemed confidential and shall not be used or disclosed to any unauthorised parties. This obligation will remain in force for 5 (five) years after the Contract has been terminated.

8.2 This obligation to maintain secrecy does not apply to knowledge for which the receiving Party can prove that:

- (i) it had been available to the receiving Party already before the Contract came into force
- (ii) it is or, since the Contract has come into force has become publicly known, through no fault of the receiving Party.

## 9 Data Protection and Data Transfer

9.1 Any personal data handled during or arising from the execution of the Services, in particular regarding study subjects, shall be collected, stored, used and disclosed by the Parties in accordance with all applicable data protection laws.

9.2 In case of clinical and patient-related data, the Client confirms to have or have applied for all required ethical approval for data collection, transfer and processing. Patient-related data should be coded. No personal, identifiable data should be transferred. In case data are transferred to DKF, the Client confirms to adhere to the “DKF Guidelines for clinical data preparation and transfer” ([https://dkf.unibas.ch/fileadmin/user\\_upload/dkf/Services/WegleitungKlinDat.pdf](https://dkf.unibas.ch/fileadmin/user_upload/dkf/Services/WegleitungKlinDat.pdf)).

9.3 All study content and material (e.g., study documents, logos, images) will be provided by the Client and must be licensed for the intended use. If questionnaires are used, it is the duty of the Client to assure correct licensing.

## 10 Warranty and Liability

10.1 DKF shall carry out the Services with utmost care, observing approved and recognised scientific standards. The Parties hereto are aware of the risk of success or failure involved in research work. By virtue of the research character of the work, DKF does not provide any warranty that certain results are obtained or that the study results may be used for specific purposes or may be commercialised or that their use does not infringe third party industrial property rights. If any conflicting rights become known, DKF agrees to notify Client immediately. There is no obligation to carry out searches.

10.2 The liability of DKF and its employees for direct damage or loss suffered by Client shall be limited to the value of the contract. DKF shall not be liable to Client for any indirect damages and other consequential loss, e.g. for loss of profits, arising from this Contract. The liability shall not apply for damage or losses attributable to intentional breach of duty.

10.3 Client shall indemnify DKF and its employees from and against any and all claims by third parties arising by the use of the work results by Client.

## 11 Severability

The illegality, invalidity or unenforceability of any clause or part of this Contract will not affect the legality, validity or enforceability of the remainder. If any such clause or part is found by DKF, Client, and/or by any competent court or authority to be illegal, invalid or unenforceable, the Parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.

## 12 Entire Contract

The Contract sets forth the entire Contract between the Parties with respect to the subject matter herein and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings, and Contracts whether oral or written between the Parties.

## 13 Law and Jurisdiction

13.1 The Contract shall be governed by the Laws of Switzerland.

13.2 Client and DKF agree to try to settle in a friendly way all disputes arising in connection with the Contract. All disputes arising in connection with the Contract (in particular regarding its validity, interpretation and termination) which cannot be settled in a friendly way shall be decided by the Courts having jurisdiction for Basel-City (Switzerland); the appeal to the Swiss Federal Court shall remain reserved in the cases provided by law.

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