

General Terms and Conditions of Services
of aed – Agency for Economic Cooperation and Development ("aed")

1. The scope of a specific project or assignment (the "**Project**") shall be agreed contractually on a case-by-case basis. In legal transactions covered by these General Terms and Conditions of Services, aed shall act as the contractor and the contracting party as the client (the "**Client**"). Both parties shall perform their obligations in accordance with the relevant agreement, including any annexes (the "**Agreement**"), and undertake to act in good faith towards one another. In the event of any conflict between the Agreement and these General Terms and Conditions of Services, the provisions of the Agreement shall prevail.
2. These General Terms and Conditions of Services, in the version valid at the time the Agreement is concluded, shall apply exclusively to all legal transactions between aed and the Client. These General Terms and Conditions of Services are made available to the Client prior to the conclusion of the Agreement, in particular by being made accessible at <https://www.aed.or.at/en/documents/general-terms-and-conditions-of-services.pdf>; the Client has had the opportunity to familiarise itself with their content in a reasonable manner.
3. These General Terms and Conditions of Services shall also apply to all future legal transactions between aed and the Client, even if no express reference is made to them in supplementary or subsequent contracts.
4. Any conflicting general terms and conditions of the Client shall be invalid unless they are expressly accepted in writing by aed.
5. Should any provision of these General Terms and Conditions of Services or of the Agreement be or become invalid in whole or in part, or prove to be unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely approximates the intended purpose, particularly from an economic perspective. This shall apply mutatis mutandis to any gaps; insofar as a supplementary interpretation is inadmissible for legal reasons, aed and the Client undertake to agree on appropriate supplementary provisions.
6. Any amendment to the Agreement must be in writing and signed by aed and the Client.
7. aed may assign or transfer rights and obligations arising from the Agreement, in whole or in part. The clientClient may only transfer, pledge or otherwise dispose of rights and claims arising from the Agreement to third parties with aed's prior written consent.
8. In the event of force majeure, where performance of the Agreement is impossible or unduly difficult, the affected party may suspend performance of the Agreement or the relevant parts thereof; it must inform the other party without delay, provide details of the expected duration and the consequences, and take all necessary measures to minimise damage. If an event of force majeure lasts for more than two months, either party shall be entitled to terminate the relevant Agreement in writing with immediate effect, without this giving rise to any claims for compensation; services already rendered shall be settled in proportion to the extent to which they have been performed.
9. aed is entitled to have the services entrusted to it performed, in whole or in part, by third parties. Payment to the third party shall be made exclusively by aed itself. No direct contractual relationship of any kind shall arise between the third party and the Client.
10. The Client shall ensure that the documents and information required for the performance of the Agreement are provided in full and in a timely manner without being specifically requested to do so, and that aed is kept informed of all relevant events and circumstances. This also applies to documents, information, events and circumstances that only come to light whilst aed is carrying out its work.

11. aed is under no obligation to verify the accuracy, completeness or legality of the documents, information and details provided by the Client. A duty to warn exists only in the event of obvious inaccuracy. aed shall not be liable for any losses resulting from incorrect, late or incomplete information provided by the Client.
12. The Client shall not disclose any non-public information about the Project or the collaboration with aed during or after the term of the Agreement, unless there is an explicit legal or statutory obligation to do so. The Client undertakes, insofar as this is legally permissible, to object on valid grounds to the disclosure of information, to pursue all available legal remedies against such disclosure, and to make every effort to limit the scope of any legally required disclosure of information. The Client undertakes to maintain confidentiality regarding all business matters that come to its attention, in particular trade and business secrets as well as any information concerning the nature, scope of operations and activities of aed, and shall extend this confidentiality obligation to any assistants, representatives, subcontractors, suppliers, etc. Exceptions apply only in the event of statutory obligations to give evidence. The Client also undertakes to enter into a written confidentiality agreement. The duty of confidentiality shall apply indefinitely, even beyond the end of the contractual relationship.
13. aed is entitled to issue interim invoices in line with the progress of the work and to request advance payments even before the Project begins.
14. Invoices, advance payments, etc. from aed are due within 14 days of being sent.
15. In the event of late payment by the Client, aed shall be entitled to suspend its services until full payment has been made, without thereby being in default or becoming liable for damages, and to charge commercial interest on arrears (Section 456 of the Austrian Commercial Code (UGB)). In such cases, all agreed service, delivery and completion deadlines shall be extended automatically by at least the duration of the suspension of services resulting from the delay in payment, plus a reasonable restart period for the resumption of service provision. For logistical reasons, the delay caused by a temporary suspension of services may amount to a multiple of the duration of the suspension.
16. The Client must inspect the services provided by aed immediately upon receipt and give written notice of any defects within two weeks (Section 377 of the Austrian Commercial Code (UGB)). If no notice of defect is given in time, the services shall be deemed to have been approved and to have been performed in accordance with the Agreement.
17. aed is entitled to send invoices and other documents to the Client in electronic form, which shall be legally valid. The Client expressly agrees to this.
18. If the agreed services are not provided for reasons attributable to the Client, or as a result of a justified early termination by aed, aed shall retain the right to payment of the full agreed fee, less any expenses saved (Section 1168(1) of the Austrian Civil Code (ABGB)).
19. Should the Client be in default of payment to aed, aed shall be entitled to charge default interest at a rate of 9.2 percentage points above the base rate (Section 456 of the Austrian Commercial Code (UGB)). Should aed be in default of payment, the default interest shall amount to 4 per cent per annum (Section 1000 (1) of the Austrian Civil Code (ABGB)); the assertion of higher interest on arrears against aed is excluded; this restriction is objectively justified by the fact that aed, as a non-profit association operating in the public interest and economically attributable to the Republic of Austria, does not engage in any profit-making activities.
20. The Client is not entitled to set off counter-claims against aed's claims or to enforce a right of retention, unless the counter-claim has been acknowledged in writing by aed or has been established by a final and binding court judgment or arbitral award.

21. The copyright in works created by aed, its employees or its agents (e.g. offers, reports, analyses, expert opinions, programs, specifications, drafts, calculations, drawings, data carriers) shall remain with aed. The Client may only use these works in accordance with the terms of the Agreement for the purposes covered thereby and is not authorised to reproduce or distribute them without the express consent of aed. Unauthorised reproduction or distribution shall not give rise to any liability on the part of aed towards third parties. Insofar as the Client is granted rights of use or authorisations to use the works, these shall only arise or be transferred to the Client upon full payment of all fees owed in relation to the relevant Project. Until that time, all rights of use and authorisations to use the works shall remain exclusively with aed; any use of the works beyond that which is strictly permitted by law is prohibited.
22. Insofar as aed processes personal data on behalf of the Client in the course of carrying out a Project, such processing shall take place exclusively in its capacity as a data processor within the meaning of Art 4(8) GDPR and solely in accordance with the Client's documented instructions. aed shall process personal data exclusively for the purposes specified in the relevant Project and shall not assume the role of data controller in relation to such processing. The Client warrants that the transfer of personal data to aed and its processing in accordance with this Agreement are permissible under data protection law and that all necessary legal bases for this exist. Where consent or other declarations from data subjects are required, the Client shall duly obtain these and provide evidence thereof to aed upon request. The Client shall indemnify and hold aed harmless against all claims by third parties and any regulatory measures, insofar as these are based on a breach of data protection regulations for which the Client is responsible or on a lack of a legal basis for the data processing. The Client shall advise and instruct aed as to whether and in what form a data processing agreement in accordance with Art 28 GDPR is required. aed shall implement the technical and organisational measures required under Art 32 GDPR and maintain them for the duration of the processing.
23. The Client undertakes to comply with all applicable anti-corruption regulations (in particular Sections 168c et seq., 304 et seq. and 307 et seq. of the Austrian Criminal Code (StGB) and, where applicable, the UK Bribery Act and the US Foreign Corrupt Practices Act), with all applicable regulations on combating money laundering and the financing of terrorism, as well as the relevant sanctions and embargo provisions of the European Union, the United Nations and the Republic of Austria. The Client shall indemnify and hold aed harmless in this regard and shall report any suspicion of a breach to aed without delay. In the event of a breach, aed shall be entitled to terminate the Agreement with immediate effect.
24. aed and the Client undertake, during the term of the Agreement and for a period of one year following its termination, not to actively poach, nor to employ or arrange for the employment, either directly or indirectly, of the other party's employees, officers, subcontractors or other Project participants who are or were involved in the Project, unless the other party gives its written consent.
25. If the Client culpably breaches its obligations regarding confidentiality, data protection, non-solicitation or compliance arising from these General Terms and Conditions of Services or the Agreement, it shall pay aed a contractual penalty of EUR 50,000 for each breach; in the event of ongoing breaches, the contractual penalty shall be payable again for each calendar month or part thereof. The court's right to reduce the penalty is excluded to the extent permitted by law (Section 348 of the Austrian Commercial Code (UGB)). The right to claim damages in excess of the contractual penalty, as well as claims for injunctive relief and rectification, is reserved; the contractual penalty shall be set off against such claims.
26. aed shall perform its services in accordance with the Agreement, applying an objective standard of care in line with market practice. In the course of providing its services, aed accepts no liability whatsoever for the achievement of a specific outcome (e.g. any funding for the Client) and, in particular, shall not be liable for the eligibility of the Client's projects for funding.

27. The Client shall fully indemnify and hold aed harmless in the event of direct claims by third parties arising from the services provided by aed, including in respect of the costs of an appropriate out-of-court defence against such claims. The Client shall further indemnify and hold aed harmless in respect of all legal costs, the costs of a legal representative freely chosen by aed, and any fines imposed under administrative or administrative criminal law provisions, insofar as these are attributable to the Client's sphere of responsibility.
28. aed's liability for damages is excluded – to the extent permitted by law. This exclusion of liability does not apply to damages resulting from loss of life, bodily injury or damage to health, nor to damages arising from aed's wilful misconduct or blatant gross negligence (krass grobe Fahrlässigkeit). In all other respects, aed's liability – except in cases of wilful misconduct extreme gross negligence and personal injury or death – is limited to 10 per cent of the contract sum specified in the relevant Agreement, excluding VAT; liability for indirect damage, consequential damage and loss of profit is excluded. The burden of proof for the existence of wilful misconduct or blatant gross negligence lies with the Client.
29. The Client shall be liable to aed for any breach of its obligations, in particular its obligations to cooperate and to make payments, in accordance with the statutory provisions.
30. aed is entitled and obliged to rectify any inaccuracies or defects in its services of which it becomes aware within a reasonable period and shall notify the Client thereof without delay. Any further warranty claims or claims for damages by the Client are excluded to the extent permitted by law. All warranty and rectification claims by the Client shall lapse six months after the provision of the relevant service.
31. Any claims by the Client against aed, regardless of their legal basis, must be asserted in writing within six months of becoming aware of the damage and the party responsible for it, failing which they shall lapse; however, such claims must be asserted no later than one year after the event giving rise to the claim, and must then be pursued in court or before an arbitration tribunal within the prescribed time limit. Mandatory statutory time limits, as well as claims arising from injury to life, body or health and from wilful misconduct, remain unaffected.
32. The place of performance for all obligations arising from the Agreement is Vienna.
33. Any breach by the Client of these General Terms and Conditions of Services shall entitle aed to terminate the Agreement prematurely with immediate effect, and to assert further legal claims, such as claims for an injunction and/or damages.
34. Any disputes or claims arising out of or in connection with this Agreement, including disputes concerning its valid formation, breach, termination or invalidity, as well as pre-contractual and post-contractual effects, and which cannot be settled amicably, shall be finally settled in accordance with the Rules of Arbitration (Vienna Rules) of the International Arbitration Centre of the Austrian Federal Economic Chamber (VIAC) by one or three arbitrators appointed in accordance with those Rules. The place of arbitration is Vienna; the language of the proceedings is German.
35. Austrian law shall apply, with the exception of conflict-of-laws rules and the UN Convention on Contracts for the International Sale of Goods. This also applies to the arbitration agreement.
36. Any amendments to these General Terms and Conditions of Services must be made in writing and signed by aed; the same applies to any waiver of this formal requirement. Verbal side agreements are invalid.
37. These General Terms and Conditions of Services and this Agreement apply equally to all persons, regardless of gender.

38. These General Terms and Conditions of Services are drawn up in the German language and translated into English for convenience only. In the event of any difficulties in interpretation or inconsistencies between the language versions, the original German version shall take precedence and shall be the sole legally binding version.