

## **General Terms and Conditions for Service Contracts**

For services of the Welcome Centre

### **§ 1**

#### **General**

1. The SüdniedersachsenStiftung and the Georg-August-Universität Göttingen offer services in connection with a move to the region under the name "Welcome Centre", the SüdniedersachsenStiftung for the economy of the region of southern lower saxony and the University for the Göttingen Campus. The Welcome Center is not an independent institution and does not have its own legal personality (hereinafter: "Welcome Centre").
2. The SüdniedersachsenStiftung is the exclusive contractual partner for the services contractually agreed between it and the client. No legal relationship arises with the Georg-August-Universität Göttingen from this contractual relationship with the client. The Georg-August-Universität Göttingen and the SüdniedersachsenStiftung are not jointly and severally liable for obligations arising from the contractual relationship with the SüdniedersachsenStiftung.
3. These General Terms and Conditions are an integral part of all offers and contracts for services of the SüdniedersachsenStiftung and apply to the client. Other conditions of the client are only binding if agreed in writing. Any reference by the client to its own terms and conditions is hereby expressly rejected. Verbal promises and agreements shall only be binding upon written confirmation.
4. The masculine form of writing in this text is editorially justified for ease of reading and includes all forms of gender (male, female, diverse).

### **§ 2**

#### **Subject of the contract and scope of services**

1. The SüdniedersachsenStiftung takes over the commissioned services for the client.
2. The client orders the requested services in writing (by letter, e-mail /in text form or via the homepage ([www.welcome-to-suedniedersachsen.de/auftrag/](http://www.welcome-to-suedniedersachsen.de/auftrag/))). A service contract is concluded with a written order confirmation by the SüdniedersachsenStiftung.
3. The type and scope of the agreed services are determined by the content of the service contract.

4. A certain success is not owed by the SüdniedersachsenStiftung. If a contractually agreed service provision is not possible, the SüdniedersachsenStiftung inform the client thereof. This shall at the same time be considered as termination of the contract, unless the SüdniedersachsenStiftung informs otherwise.

### **§ 3**

#### **Duties of the client**

The Client shall create the necessary conditions for the provision of the contractually agreed services by the SüdniedersachsenStiftung and shall support the SüdniedersachsenStiftung in the provision of the contractually agreed services. The client shall provide the SüdniedersachsenStiftung with all necessary information to enable the SüdniedersachsenStiftung to provide its services properly.

### **§ 4**

#### **Contact person in the event of commissioning by companies**

The client shall name a contact person who has been commissioned, authorized and instructed to provide, issue and receive information and declarations of intent. He will notify the SüdniedersachsenStiftung in writing of a change of contact person or his contact data (address, telephone, e-mail).

### **§ 5**

#### **Price and payment**

1. The prices and conditions existing at the time of the conclusion of the contract shall apply to the agreed services. Earlier prices lose their validity with the introduction of a new price list. The introduction of a new price list shall not affect service contracts already concluded. The prices do not include the statutory value added tax.
2. The invoice amount is payable within 14 days of the invoice date; no cash discounts are not granted.
3. Payments have to be made by bank transfer to the account of the SüdniedersachsenStiftung.
4. Default interest is calculated in accordance with § 288 BGB (German Civil Code).
5. The offsetting of counterclaims is only allowed for undisputed or legally binding claims.

## § 6

### Liability

1. The liability of the SüdniedersachsenStiftung is generally limited to intentional and grossly negligent acts. This limitation of liability does not apply in case of culpable damage to life, body or health, or due to fraudulent concealment of a defect or in the event of material infringements of the contract.
2. Essential contractual obligations are those which must be fulfilled in order for the contract to be performed properly and which the customer may regularly rely on being fulfilled.
3. The SüdniedersachsenStiftung is not liable for slight negligence, with the exception of injury to life, body or health or for breach of material contractual obligations.
4. The claims of companies become time-barred within one year. The limitation period does not apply to damages caused by intent or gross negligence on the part of the SüdniedersachsenStiftung or in the event of injury to life, body or health.
5. The above provisions apply to the same extent to the performing and vicarious agents of the SüdniedersachsenStiftung.
6. In addition, the statutory provisions apply.

## § 7

### Duration of the contract

1. The duration of the contract depends on the scope of the services ordered. The contractual relationship ends with the provision of the agreed services or by ordinary or extraordinary termination.
2. The right to terminate the contract for important reasons remains unaffected.
3. Any termination must be in written form to be effective.
4. Termination and expiration of this contract shall not affect the individual contracts concluded for its execution. In the event of ordinary termination, the contracting parties shall remain obligated to fulfill the orders concluded in accordance with the usual course of business until the termination takes effect.

## **§ 8**

### **Confidentially**

1. The contractual parties undertake, for the duration of the contractual relationship and after its termination, to maintain secrecy of all information made available to them in connection with the service contract which is marked as confidential or is recognizable as business and operational secrets until three years after termination of the contractual relationship.
2. This obligation to confidentiality does not apply to information that has become public knowledge without a breach of the obligations to confidentially.
3. Records and notifications to third parties are undertaken only to the extent required by the contract for the provision of the respective services.

## **§ 9**

### **Ancillary provisions**

1. The written form is required by this contract and any further changes or supplements.
2. The contract fully reflects all agreements of the contracting parties in full. There are no ancillary agreements to this contract.

## **§ 10**

### **Place of performance and jurisdiction**

1. Place of performance for the payment of the remuneration and for the services of the SüdniedersachsenStiftung is its registered office in Göttingen.
2. For contracts with consumers, the statutory place of jurisdiction shall apply. For other contracts, the place of jurisdiction is Göttingen. In such cases, the SüdniedersachsenStiftung is also entitled to claim the general place of jurisdiction of the client.
3. The service contract is subject to German law to the exclusion of the conflict of laws rules of private international law.

## § 11

### Invalidity, contractual gaps, data protection

1. Should present or future provisions of this contract be wholly or partially invalid or unenforceable or subsequently lose their validity or enforceability, this shall not affect the validity of the remaining provisions of this contract. The same should apply if it should turn out that this contract contains gaps.
2. In place of the invalid or unenforceable provision or to fill the gaps, an appropriate provision shall apply which the parties would have made if they had considered the point when concluding the contract. This also applies if the invalidity of a provision is based, for example, on a measure of performance or time (deadline or date) nominated in this contract; in such cases, a legally permissible measure of performance or time (deadline or date) that comes as closest to the one intended shall replace the one in the provision.
3. If the validity of a regulation in the sense described above can only be achieved by agreement in compliance with special formal requirements, the parties involved are obliged to take the necessary actions and make the necessary declarations.
4. The SüdniedersachsenStiftung processes personal data only in accordance with the statutory provisions and its data protection information available at <https://www.suedniedersachsenstiftung.de/downloads/>.

Göttingen, 30.11.2020