*This box has to be deleted at the end.*

**Colour code:**

Grey background = To be completed

Green background = Guidance through the document, to be deleted at the end.

**CONSULTANCY AGREEMENT**

Project Title: [Name of the project]

Validity of the offer: This document constitutes an offer, valid for a period of sixty days from the date it is first sent to the Client by the University of Fribourg. No agreement shall enter into force until signature by both Parties.

**between**

**Client**

Name: [to be completed]

Address: [to be completed]

Represented by: [to be completed]

Tel.: [to be completed]

Email: [to be completed]

hereinafter referred to as **“Client”**

**Consultant**

Name: Université de Fribourg, [Faculty/Department/Laboratory]

Address: Avenue Europe 20 – 1700 Fribourg

Professor: [to be completed]

Tel.: [to be completed]

Email: [to be completed]

hereinafter referred to as **“Consultant”**

The parties to this Agreement are also hereinafter individually referred to   
as “**Party**” and collectively “**Parties**”.

1. Definition of the Project

# Project Description

The project includes the following services (the "Services"):

[to be completed]

You can also specify the read outs, how the Services shall be benefit the Client (e.g. on a sharepoint folder) and whether a report shall be provided to the Client.

No other service is included in the price of the project. The project consists only of those services listed above (the "Services").

# Timetable

Estimated date of start of project:[XX.XX.202X]

Estimated duration: [X] months

Estimated date of end: [XX.XX.202X]

# Price and payment schedule

The price for the Services (the "Price") is detailed as follows:

1. [to be completed] CHF XXXXXX.-
2. [to be completed] CHF XXXXXX.-

Overheads (20%): CHF XXXXXX.-

**Total** (excl. value added tax, VAT) **CHF XXXXXX.-**

Any applicable VAT is not included in the Price.

For the avoidance of doubt, the Price includes all materials.

The payment schedule of the Price is the following:

* CHF XXXXXX.-plus the corresponding overheads of CHF XXXXXX.- at the signature of this Agreement by both Client and Consultant;
* The remaining CHF XXXXXX.- plus the corresponding overheads of CHF XXXXXX.- upon completion of the remaining Services.

Consultant shall send invoices to Client by email at [to be completed] according to this schedule and the payments shall be done by Client to Consultant, within 30 days of receipt of the invoices, on the following bank account: ........................................................................

# Miscellanious

The Consultant’s General Conditions for Consultancy Projects (01.12.2024) annexed to this Agreement form an integral part of this Agreement.

|  |  |  |
| --- | --- | --- |
| Consultant |  | Client |
| Read and approved on:[dd.mm.yyyy] |  | Read and approved on: [dd.mm.yyyy] |
| Responsible Professor: [First and last name]  Signature: |  | Responsible Person: [First and last name]  Signature: |
|  |  |  |
| Read and approved on: [dd.mm.yyyy] |  | Read and approved on: [dd.mm.yyyy] |
| UNIFR Responsible:Prof. Katharina Fromm - Rector  Signature: |  | Responsible Person: [First and last name]  Signature: |

**General Conditions for Consultancy Projects 01.12.2024**

**UNIFR University of Fribourg, Switzerland**

It is important to keep the bold formatted clauses in bold to keep them valid.

**Introduction**

These general conditions for consultancy projects (including this introduction) form an integral part of the Consultancy Agreement to which they are annexed. In the event of any conflict or inconsistency between the terms of these General Conditions and the other provisions of the Consultancy Agreement, the other provisions of the Consultancy Agreement shall prevail.

No other terms or conditions (including without limitation any conditions of the Client) shall apply to the Consultancy Project to which the Consultancy Agreement relates.

1. The Project
   1. The Client engages the Consultant to conduct the project described in “A – Definition of the Project” to the Consultancy Agreement (the “Project”). The Consultant accepts such engagement and agrees to provide the Services described in “A – Definition of the Project”.
   2. No particular result is guaranteed.
   3. The Project consists only of the Services described in “A – Definition of the Project”. Any other service which may be supplied by the Consultant shall be invoiced in addition to the price of the Project at the Consultant’s standard rates in force at the time of execution of such additional services.
   4. If the Consultant needs to subcontract any of the Services and/or to buy equipment and/or materials for the provision of the Services, such services, equipment and/or materials shall be invoiced to the Client unless otherwise specifically agreed in the Consultancy Agreement. The Consultant undertakes to comply with any budget agreed in “A – Definition of Project”. If no budget has been agreed in writing, the Consultant will inform the Client of the estimated requirements and the proposed budget, and will not subcontract any such services and/or will not acquire such equipment or materials without the prior approval of the Client. The Client acknowledges that any delay in its approval may cause delays in the execution of the Project.
2. Price
   1. The price of the Services and the payment schedule are set out in “A – Definition of Project”. In addition, the cost of equipment and materials which the Consultant dedicates to or acquires for the provision of the Services will, subject to Clause 1.4 above, be invoiced to and paid by the Client. Prices do not include any applicable value-added tax or sales taxes.
   2. The price of the Services as set out above is calculated on the basis of an estimated number of work days needed, which itself is based on the information provided by the Client. If the number of work days needed is in excess of that estimate, and to the extent that such error is the result of information supplied by the Client, the additional services shall be paid for by the Client at the Consultant’s standard rates.
   3. In the event of late payment, the Consultant may charge interest at the rate of 8% per year, accruing daily, on the late amount.
3. Commencement and Duration of the Project and the Consultancy Agreement; Possible Termination
   1. The Consultant will commence its work as soon as possible following payment of the first instalment. If no instalments are provided for, the Consultant shall start work as soon as possible following signature of the Consultancy Agreement. In either case, the Consultant shall not be obliged to commence work until it has received any information or other elements from the Client necessary for the Consultant to provide the Services.
   2. The Consultancy Agreement shall come into force as of the date of its last signature and shall thereafter continue in full force and effect until completion of the Services or until terminated in accordance with clause 3.3 below.
   3. Either Party may terminate the Consultancy Agreement at any time upon thirty (30) days calendar prior written notice.
   4. In the event of termination of the Consultancy Agreement by either Party before the end of the Project, the Client shall pay for all work done by the Consultant at the Consultant’s standard rates in force at the date of the notice of termination. This is without prejudice to the Parties’ rights in respect of termination at an inopportune time.
   5. Termination of the Consultancy Agreement for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination. The rights and obligations which by their nature are intended to survive to the expiry or termination of the Consultancy Agreement shall survive.
4. Consultant’s Obligations; Warranties ; Limitation of Liability
   1. The Consultant undertakes to supply the Services in a competent and diligent manner.
   2. The Consultant warrants that in executing the Project it will not be in breach of any contractual obligations towards third parties. **The Consultant gives no other warranties concerning intellectual property or other third-party rights. The Consultant does not warrant or guarantee, either express or implied, including but not limited, to warranties of fitness for a particular purpose, novelty, patentability, usefulness, and merchantability of the Services.**
   3. **Subject to Clause 4.4, the Consultant’s liability in connection with the execution of the Project shall in no event exceed an amount equivalent to the total price of the Project.**
   4. **Nothing in the Consultancy Agreement is intended to limit or exclude the liability of the Consultant for gross negligence or deliberate wrong-doing.**
   5. **The Consultant’s Services are supplied solely and exclusively to the Client. The Client acknowledges that the Services are not supplied to or for the benefit of any third party and undertakes to indemnify the Consultant against any claim from a third party based directly or indirectly on the Services supplied by the Consultant in conducting the Project under the Consultancy Agreement.**
5. Obligations of the Client
   1. The Client undertakes to make available to the Consultant all documents and information necessary to enable the Consultant to provide the Services, and to provide the Consultant to access to those of the Client’s personnel who can provide information necessary to the Project.
   2. The Client undertakes to pay the Consultant’s invoices within the periods provided for in the Consultancy Agreement.
   3. The Client warrants that it has undertaken the searches generally accepted as necessary in its business sector in order to avoid the risk of infringing third-party patents or other third-party intellectual property rights, and that it is not aware of any such infringements which may be caused by the conducting of the Project.
   4. The Client acknowledges that the exploitation of the results of the Services and/or of any other information supplied by the Consultant (whether directly or through the granting of free or paying licences to third parties) shall be at the entire and sole risk of the Client. The Client undertakes that any product or service sold or supplied by it and based directly or indirectly on the results of the Project or the Services (1) at least complies with all applicable safety standards, (2) does not infringe the intellectual property rights of any third party and (3) is fit for the purpose for which the Client, its customers or any third party intend to use such product or service. **The Client undertakes to indemnify the Consultant against any liability, including product liability, which may attach to the Consultant directly or indirectly in connection with the execution of the Project.**
6. Confidentiality
   1. The Parties undertake to comply with any confidentiality agreement signed between them. If no confidentiality agreement has been entered into by the Parties, each Party (the “Recipient”) agrees to keep confidential and not to use for another purpose than the performance of the Consultancy Agreement all information, including without limitation, scientific findings, test results, technical data, trade secrets, know-how, research plans, product plans, patent applications, techniques, processes, developments and other information, as well as any and all business or financial information, that should be reasonably understood to be confidential, belonging to the other Party (the Disclosing Party) with which it may come in contact during the performance of the Consultancy Agreement (the “Confidential Information”).
   2. Each Party shall be responsible for the compliance by its personnel with these obligations.
   3. The obligations under Clause 6.1 shall not apply to any information that:

* were in the public domain or open to the public at the time they were transmitted to Recipient, or
* became public or open to the public for reasons other than an action or omission attributable to Recipient, or
* were in Recipient's possession, without any limitation regarding their disclosure at the time they were transmitted to Recipient, or
* were obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose them, or
* Recipient can show were independently developed by or for Recipient without reliance upon the obligations of confidentiality set out herein.
  1. The obligations under this Clause 6 shall remain effective for one (1) year after termination of the Consultancy Agreement or for a period defined by the Disclosing Party at the time of communication of such confidential information to Recipient.

1. Intellectual Property ; Publications
   1. The Consultant shall remain owner of its entire know-how, concepts, results of research, inventions, software and all other information generated either before, after or independently of the Project. The Consultancy Agreement does not confer on the Client any right to use such rights of the Consultant. Any licence concerning such rights would be subject to a separate agreement between the Parties.
   2. All results of the Project generated by the Consultant, whether or not patentable or capable of copyright protection (“Results”) will be communicated to the Client, which will be owner of all intellectual property rights relating to such results, including the right to apply for one or more patents on such Results.
   3. To the extent it can reasonably do so but not so as to disturb the activities of the Consultant or its professors, the Consultant undertakes to provide reasonable assistance (in the form of information concerning the Project and the Results) to the Client for any intellectual property protection measures taken by the Client relating to the Results. The Consultant may invoice the time spent by its professors, employees and/or students in providing such assistance at its rates in force at the time the assistance is provided. The Client undertakes to pay such invoices and to reimburse the expenses incurred in providing such assistance.
   4. Subject to Clause 6, the Consultant may nevertheless use for reference and/or teaching purposes any document produced while executing the Project.
   5. The Consultant, its professors and personnel shall have the right to publish, in reviews and/or in presentations, the Results as from six months after the Consultant has handed over the Results. The Client acknowledges the importance of this right of the Consultant, its professors and personnel and is aware that any patent application would need to be filed within that period. The Client may request a one-month extension of such period and the Consultant shall not unreasonably refuse such a request if the Client submits with its request a copy of an advanced draft patent application. The right of publication referred to above prevails over any contradictory provisions in any confidentiality agreement in force between the Parties.
   6. The Consultant shall submit to the Client an advance copy of any proposed article or presentation referring to the Results. The Client may, within thirty days of such submission, require an amendment of such article or presentation (1) to delete any Confidential Information of the Client pre-dating the Project or developed independently by the Client or in respect of which the Client is under confidentiality obligations to a third party, or (2) to preserve the confidentiality of Results which the Client wishes to keep confidential, provided that any deletions or amendments for the latter reason do not deprive the article of its academic interest or novelty.
   7. Any reference made by the Client to employees of the Consultant, or to institutes or other groups of the Consultant, necessitates the clear and written consent of all interested parties. This concerns particularly, but not exclusively, references made in descriptions of products, brochures and scientific publications.
2. Miscellaneous
   1. The Consultancy Agreement, including its annexes, together with any confidentiality agreement in force between the Parties, represent(s) the entire agreement between the Parties in respect of its subject matter. No promise not appearing in the Consultancy Agreement and/or any other documents listed in the preceding sentence induced either Party to enter into the Consultancy Agreement.
   2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one and the same Agreement. Each Pary acknowledges that an original signature or a copy thereof, including a “portable document format” (PDF copy), or a signature generated by industry standard electronic signature software (e.g. DocuSign, SwitchSign), which is transmitted by email shall constitute an original signature for purposes of this Agreement and any addition or amendment, and shall have the same legal force and effect as the exchange of original signatures.
   3. Any addition to or amendment of the Consultancy Agreement may only be made by a written instrument signed by all Parties.
   4. The Consultancy Agreement shall be governed by Swiss law without giving effect to any conflict of law rules. Any disputes arising out of or in connection with the Consultancy Agreement shall be submitted to the exclusive competence of the courts of Fribourg, Switzerland, unless otherwise agreed between the Parties.