

II. Contract

1. Contracting parties

- a) **Customer:**
Example Co.
Example Street 1, P.O. Box, 9000 example town

represented by

Max Example

- b) **Contractor:**
FHS St. Gallen, University of Applied Sciences
Knowledge Transfer Unit WTT-FHS, FHS St. Gallen,
Rosenbergstrasse 59, CH-9001 St. Gallen, Switzerland

represented by

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2. Contents

- a) FHS St. Gallen shall carry out a project for the customer that has been individually defined with the customer in the specialist area of market research and/or management design with a team of 4 to 6 students and one consulting faculty member (advisor). The student team is a mix of FHS students and international exchange students. The working title of the field project work is:

Project title

The Knowledge Transfer Unit (WTT-FHS) has roughly sketched out the project work in the project draft prepared with the customer (see chapter I). The project coaches shall jointly expand the topic on this basis with the customer for the preparation of the kick-off of the students at the customer's location.

- b) The team of students shall prepare a report that is easy to understand with specific analyses and problem-solving proposals in accordance with the project description. The report should contain about 50 pages (without annexes) and will be introduced by a meaningful Management Summary.
- c) The project team shall prepare a two-page PR report on the completed project which also contains comments and portrait photographs of the customer's project management, the project coach and the student project team. No internal business matters of the customer shall be disclosed in the PR report. FHS St. Gallen and the members of the project team are entitled to use the PR report including photographs for an indeterminate period of time for advertising purposes in print and electronic media without payment.
- d) The team of students shall present the results in the presence of the customer and of the project coach.

3. Project duration

The project starts mid-September and ends with the presentation in the presence of the customer mid of January. The schedule overview including detailed descriptions is shown in chapter III.

4. Obligations of FHS St. Gallen

- a) FHS St. Gallen undertakes to ensure that the project is carried out diligently by the team of students. A project coach shall provide the team with intensive counselling and be available on a regular basis for project discussions.
- b) FHS St. Gallen as well as the project authors and consultants will observe discretion and confidentiality. In particular, they and the persons named undertake not to pass on any information to unauthorised third parties that may come to their knowledge concerning personal and factual matters of the customer or what they may discover and suggest during their work without the written permission of the customer. This obligation shall also apply after the completion of the project work.
- c) FHS St. Gallen shall only be liable for direct losses that they or any person appointed by them may cause the customer during the performance of the contract through demonstrably gross negligence or malicious intent. Otherwise, liability shall be subject to the Public Officials Liability Act [*Verantwortlichkeitsgesetz*] of the Canton of St. Gallen and the provisions of the Swiss Code of Obligations.

5. Obligations of the customer

- a) The customer shall appoint by the mid of September at the latest its project management that shall be available as consultants to the team of students for the entire duration of the project.
- b) The customer's project management shall enlarge upon the topic on the basis of the project description jointly with the project coaches as preparation for the kick-off of the students at the customer's location.
- c) The customer shall provide the team of students with the documents and information necessary for the performance of the contract and accompany the team in its work on the project. In the context of marketing and opinion research, this will include data records of customers, suppliers, employees and other stakeholders, depending on the objectives that have been set. The customer confirms that it is permitted to disclose such data to the project team and that it has obtained any necessary consents from the data subjects regarding the planned processing of their personal data. The customer undertakes to comply with the applicable laws, ordinances and rules in the national markets concerned by the project, and in particular to comply with the applicable data protection legislation or provisions regarding the sending of mass advertising by electronic means.
- d) In performing the contract, the contractor will be given access, in its capacity as processor, to personal data of the customer and shall process this data exclusively on behalf of the customer and in accordance with the customer's instructions. Unless instructions to the contrary are given by the customer, the data will be stored on the contractor's IT systems in the Microsoft Cloud. This will entail the transferral and storage of data outside Switzerland; however data will be transferred and stored only in countries with equivalent data protection requirements or corresponding guarantees (Privacy Shield) and on the basis of Microsoft's privacy policy. The customer is obliged to assess whether it is lawful to disclose the data to the contractor and have it processed by the contractor. The customer agrees to hold the contractor completely harmless from any legal action that may be brought against it by third parties relating to or arising from the performance of the contract.
- e) The customer shall provide the team of students with the documents and information necessary for the performance of the contract and accompany the team in their work on the project.
- f) The customer's project management shall be responsible for the commission definition and project status reporting jointly with the project team in accordance with the schedule overview in the annex.
- g) After the presentation, the customer's project management team shall assess the work on the project according to the marking sheet provided by the project coaches. This assessment accounts for about 25% of the total mark for the project team.

- h) The customer shall check and correct the PR report submitted by the project team and release it for journalistic purposes together with any comments provided and the portrait photographs of the customer's project management.

6. Remuneration

- a) The fee for the project is CHF 7'500 (exclusive VAT). FHS St. Gallen will send a partial invoice at the beginning of the project and at project termination.
- b) The customer shall bear all project expenses of the students, during the project implementation phase (such as travel and postage, phone and photocopy outlays, translation charges, printing costs for final reports, etc.) directly with the students. The students will present therefore a proper bill of cost to the customer. The cost shall not exceed CHF 2'500.--. The students will inform the customer on a regularly base about the expenses.
- c) Payment is due within 30 days.

7. Results of the project

- a) The results of the project shall be owned by the customer.
- b) If the customer does not block the results of the consulting project at FHS St. Gallen within 20 days after receiving the final report, FHS St. Gallen is entitled to save the results of the project in a FHS database which can be accessed by all FHS employees. FHS St. Gallen is entitled to use the findings of the project for scientific and non-commercial purposes (Knowledge transfer between practice and theory). They shall safeguard the trade secrets of the customer and may not divulge any confidential information of the customer.
- c) If the project is pre-nominated by FHS St. Gallen for the annual WTT YOUNG LEADER AWARD, FHS St. Gallen has the right to submit the project to the members of the Award Jury for deciding the winning team. The members of the Award Jury undertake to treat all information acquired during their jury work in strict confidence.

- 8. Final provisions**
- a) The customer signs the contract with the condition that x exchange students from the following countries participate in the project team: FHS St. Gallen is committed to confirm the fulfilment of this requirement to the customer by e-mail until 31st July 2019. Otherwise, this agreement is invalid.
 - b) Amendments and supplements to this contract are only valid in the written form.
 - c) Any disputes that may arise from this contract shall be judged by Swiss law.
 - d) The place of jurisdiction is St. Gallen.

Location: _____

Location: St. Gallen

Date: _____

Date: 13. May 2019

Customer:
Example Co.

Contractor:
FHS St. Gallen, University of Applied
Sciences

Joe Bloggs

Prof. Peter Müller, Director

Joe Bloggs

Wählen Sie ein Element aus.
