

## **Basic Terms and Conditions (“the terms”)**

### **For research projects and other stays at Zackenberg Research Stations (“the station”)**

The terms apply to any non-AU visitor to the stations (“the visitor”). AU and the visitor may be referred to as the “party” and jointly the “parties”. The terms apply along with any site manuals and other regulations relating to the stays at the station and in the National Park in Northeast Greenland (the “national park”). The visitor’s terms and conditions shall have no effect.

#### **1. Relevant Parties**

The permission and right to stay and operate at the station and in the national park are for the benefit of the visitor only and may not be assigned or disposed of without the specific prior written approval of Aarhus University (“AU”) in each case.

#### **2. Currency**

All fees, remuneration etc. will be invoiced by AU and must be paid by the visitor in Danish Kroner (DKK).

#### **3. Liability**

Each party is liable for damages towards the other in accordance with ordinary rules of Danish law. Neither Party shall be liable for lost profits, loss of opportunity or any other consequential or indirect loss.

#### **4. Force Majeure**

If a party is prevented from fulfilling its obligations other than the payment obligations under the Agreement as a result of events beyond the party’s control and which the party could not have reasonably foreseen (force majeure), this shall not be regarded as a breach. In such cases the other Party shall, however, be entitled to terminate the cooperation if the result would otherwise be a material delay in the completion of the cooperation. The Parties acknowledge that the Arctic conditions are extreme, unforeseeable and beyond the parties’ control and will thus often constitute force majeure

#### **5. Law and Venue**

All cooperation or arrangements between AU and the visitor shall be governed by, construed, and enforced in accordance with the laws of The Kingdom of Denmark to the exclusion of any choice-of-law-rules leading to the application of other law than the laws of The Kingdom of Denmark.

Any disputes arising under or relating to the cooperation or arrangement between parties shall be resolved solely and exclusively by the ordinary courts of Denmark with the City Court of Copenhagen as the proper venue in the first instance. Before taking any legal action, the parties shall endeavor to settle the dispute amicably.

#### **6. Publicity**

To the extent AU is legally obligated to publish information on private funding, AU is entitled to publish information on the project title, the name of the party to the any contract and the contract amount. As a public institution AU is subject to mandatory

legislation on right to access to documents. This implies that the AU may be met with a claim to grant access to documents concerning the cooperation between the parties.

## **7. Compliance questionnaires and other documentation**

AU is a university and a government institution and as such obligated to comply with all applicable local and international rules and regulations. If the visitor needs any specific information regarding compliance, the AU contact person is available for a one-hour interview with the visitor contact person. Compliance documentation other than ordinary financial and legal information, i.e., e.g., supplier questionnaires, is subject to a separate fee.