



GENERAL TERMS AND CONDITIONS

1. SCOPE

These General Terms and Conditions (GTC) apply to all services provided by the Institute for Organizational Research and Consulting (ORC), including but not limited to research, evaluation, consulting, and training services provided to clients. These GTC are binding upon agreement and supersede any other terms unless explicitly agreed upon in writing.

2. INTELLECTUAL PROPERTY RIGHTS

- a) ORC retains ownership of all intellectual property rights in materials and deliverables provided during the service, including methodologies, tools, reports, and educational content.
- b) Clients receive a non-exclusive, non-transferable right to use the materials within their organization for the agreed purposes.
- c) Any client-specific data or materials remain the property of the client, with ORC granted a right to use such materials for the purpose of delivering the agreed services.

3. CONFIDENTIALITY

Both ORC and the client commit to maintaining the confidentiality of all information exchanged during the provision of services. This includes, but is not limited to, proprietary methods, business strategies, and any sensitive information shared.

4. PAYMENT TERMS

Payments for services are due in accordance with the terms specified in the service agreement or invoice. Late payments may incur additional charges or interest.

5. LIABILITY

- a) ORC's liability for any damages arising from its services is limited to the direct damages and to the amount paid by the client for the services causing the damages.
- b) ORC is not liable for indirect damages, including but not limited to lost profits, data loss, or reputational harm.

6. FORCE MAJEURE

ORC is not liable for failure to perform its obligations due to circumstances beyond its reasonable control, including natural disasters, government restrictions, or other force majeure events.



7. TERMINATION

Either party may terminate the service agreement in accordance with the terms specified within the agreement.

8. DISPUTE RESOLUTION

Any disputes arising under these GTC or from services provided by ORC will be resolved through mediation. If mediation fails, disputes will be subject to the jurisdiction of the appropriate courts in the location where ORC is registered.

9. AMENDMENTS

ORC reserves the right to amend these GTC. Clients will be notified of any significant changes in advance.

10. GOVERNING LAW

These GTC and any agreements between ORC and clients are governed by the laws of the country/state where ORC is registered.