



**van hall
larenstein**
university of applied sciences

General Terms and Conditions

Stichting Van Hall Larenstein

These General Terms and Conditions have been adopted by Stichting Van Hall Larenstein, a foundation under Dutch private law, its university of applied sciences, and have been deposited with the Chamber of Commerce.

GENERAL TERMS AND CONDITIONS

Article 1 Definition and applicability

- 1.1 The definitions, indicated in capital letters, have the following meaning in the context of the General Terms and Conditions:
- Activities: all work performed by Van Hall Larenstein on the basis of a Work Plan, agreed between the Contract Partner and Van Hall Larenstein.
- Background Knowledge: all knowledge, know-how, data and material (including any intellectual property rights thereon) existing before commencement of the Activities at Van Hall Larenstein or the Contract Partner, which have been generated by the Contract Partner or Van Hall Larenstein, outside of the objective of the Activities;
- Confidential Information: All information received by the receiving party in the context of the Activities of the providing party and which is considered confidential by the providing party, or of which the receiving party may reasonably know or should know that such information is confidential;
- General Terms and Conditions; these General Terms and Conditions, as deposited with the Chamber of Commerce of Centraal Gelderland in Arnhem;
- Documents: all information, data, samples, devices or other matters of any relevance to be made available by the Contract Partner to Van Hall Larenstein for the performance of the Activities;
- Contract Partner: the natural or legal person who has instructed Van Hall Larenstein to perform Activities;
- Quotation: Van Hall Larenstein's bid to the Contract Partner to perform Activities against a certain fee and in accordance with a Work Plan;
- Report: a written document, in which a description is given of the performed (part) of the Activities, as well as any Results;
- Result: any result obtained within the scope of the Activities and, if applicable, is recorded in a Report;
- Van Hall Larenstein: Stichting Van Hall Larenstein, a foundation under Dutch private law, its university of applied sciences;
- Work Plan: annex to the Quotation describing the Activities.
- 1.2 The General Terms and Conditions apply to all Quotations, agreements and Work Plans between Van Hall Larenstein and the Contract Partner, with the express exclusion of general terms and conditions, under whatsoever name, of the Contract Partner.
- 1.3 Deviations from, and additions to, the General Terms and Conditions are valid only if they have been agreed expressly and in writing in, for example, a (written) agreement or order confirmation.

- 1.4 If any condition in the General Terms and Conditions and in the order confirmation is mutually inconsistent, the condition contained in the order confirmation will be applicable to the contradiction.
- 1.5 In case of contradictions between different documents, the following ranking applies: 1) Quotation, 2) agreement, 3) General Terms and Conditions, 4) Work Plan.

Article 2 Quotation, agreement

- 2.1 A Quotation is deemed to be non-binding, unless it contains a term for acceptance.
- 2.2 An agreement is reached by written acceptance by the Contract Partner of a Quotation, issued by Van Hall Larenstein, and commences on the date stated in the Quotation and in the absence thereof as per date of written acceptance by Van Hall Larenstein. If, with the agreement of the Contract Partner, Van Hall Larenstein has begun to carry out the Activities, the content of the Quotation shall be deemed to have been accepted by the Contract Partner.
- 2.3 Except for the use for the evaluation of the interest of the Contract Partner when whether or not concluding an agreement, using or disclosing knowledge and ideas of Van Hall Larenstein, contained in the Quotation or the Work Plan, is not permitted. The provision here also applies to proposals for amending or supplementing the Quotation or Work Plan.
- 2.4 The agreement is executed in accordance with the description of the Activities, contained in the Quotation and/or Work Plan, including any written agreed amendments thereto.
- 2.5 Conducting searches into the existence of patent rights of third parties or the possibility of patenting, is not part of the agreement. If carrying out searches, as stated above, has been expressly agreed in writing, Van Hall Larenstein shall in no way accept liability for the content and results thereof.

Article 3 Implementation of the agreement

- 3.1 Van Hall Larenstein undertakes, upon the implementation of the agreement, to carry out the Activities to the best of its ability, and to strive for a Result, useful for the Contract Partner.
- 3.2 All time limits, mentioned in the Quotation and the Work Plan are estimates, Van Hall Larenstein shall not be in default by the mere expiration of the time limit. If Van Hall Larenstein finds that a time limit is likely to be exceeded, Van Hall Larenstein will report this to the Contract Partner and enter into consultations on the subject.
- 3.3 Van Hall Larenstein is not obliged to commence with the Activities before the Documents have actually been made available to Van Hall Larenstein, in the agreed form, numbers and/or quality.

Delay in making available the Documents, entitles Van Hall Larenstein to determine a revised schedule as well as to charge the costs, incurred as a result of waiting times, to Contract Partner.
- 3.4 Van Hall Larenstein is entitled to replace employees who perform the Activities by other employees. Van Hall Larenstein has the right to have carried out, under its responsibility, (parts of) the agreement by third parties, without the prior consent of the Contract Partner.

- 3.5 the parties shall notify each other of any details revealed in or during the performance of the agreement which, in the opinion of that party, are of interest to the other Party.
- 3.6 If the agreement also relates to research on samples, as a rule, the Contract Partner shall be responsible for the selection, representativeness, codes and brand or product names, identification, date of sampling and other relevant information of the samples to be examined.
- 3.7 Van Hall Larenstein shall keep the goods, including samples, made available to Van Hall Larenstein in connection with the agreement or the remainder thereof, if reasonably possible, for two (2) weeks after the date on which the Results of the agreement were communicated to the Contract Partner. If the Contract Partner has not, within this period, made arrangements for the return of such goods, Van Hall Larenstein shall be free, for the account of the Contract Partner, to take appropriate measures.

Article 4 Reporting

- 4.1 Van Hall Larenstein shall report to Contract Partner about the progress of the performance of the agreement as stipulated in the Quotation or Work Plan.
- 4.2 Results or Reports are deemed to have been accepted by the Contract Partner, if Van Hall Larenstein has not received written objection within four (4) weeks after dispatch thereof.

Article 5 Fee and payment

- 5.1 All amounts, stated by Van Hall Larenstein in the Quotation or Work Plan for carrying out the Activities, are in Euro and excluding VAT. Travel costs and accommodation costs are charged separately.
- 5.2 Unless otherwise agreed in the Quotation, the amount stated in the Quotation is a fixed fee. Van Hall Larenstein is entitled to index the not yet invoiced part of the fee for the performance of the agreement, each January 1, according to the annual adjustment of the Consumer Price Index of the CBS. Costs of additional work can only be charged to the Contract Partner, if Contract Partner has agreed thereto in advance in writing.
- 5.3 The fee for the performance of the agreement will be paid by the Contract Partner in accordance with the schedule contained in the Quotation. If no schedule is determined, Van Hall Larenstein may require advance payment and/or dispatch interim invoices.

Van Hall Larenstein will dispatch invoices, which shall be paid by the Contract Partner within thirty (30) days after the invoice date.
- 5.4 If an invoice has not been paid in accordance with Article 5.3 of the General Terms and Conditions within thirty (30) days after the invoice date, Van Hall Larenstein shall be entitled to increase the invoice amount with a contractual delay rate of one and a quarter percent (1.25%) per (part of) thirty (30) days, and to charge this until the invoice amount, including the above increase, has been paid. In addition, Van Hall Larenstein may charge the Contract Partner the costs of (judicial or extrajudicial) collection.
- 5.5 Until the Contract Partner has fulfilled all amounts due under the agreement, Van Hall Larenstein reserves the right of ownership of all goods it makes available to the Contract Partner in the context of the agreement. Granting or transfer of rights always takes place under the condition precedent that all amounts, owed by the Contract Partner to Van Hall Larenstein in connection with the agreement, have been fully paid.

Article 6 Non-disclosure

- 6.1 The receiving party is obliged to treat the Confidential Information with confidentiality, to keep it secret and to use it for no purpose other than for the performance of the agreement. These obligations are valid until three (3) years after the end of the agreement.
- 6.2 The obligations under article 6.1 of the General Terms and Conditions do not apply to Confidential Information, of which the receiving party can demonstrate that:
- this information was generally known at the time of disclosure or, after disclosure thereof, for reasons not due to the receiving party, has become generally known;
 - the receiving party was in the possession thereof at the time it was communicated to him;
 - this information was obtained from a third party without a confidentiality obligation and the receiving party could assume to the best of its knowledge that it did not originate from the providing party;
 - this information has been obtained from individual investigations, without the use in any way of the confidential information received.
 - the receiving party is obliged to disclose this information on the basis of a statutory duty or by order of a judicial institution, administrative body or a government agency.
- 6.3 The obligations, arising out of article 6.1 of the General Terms and Conditions shall not apply if and in so far as they violate the obligations of Van Hall Larenstein and Van Hall Larenstein, in that framework, foresees serious danger to persons, goods, the environment or public health. In that case, if possible, Van Hall Larenstein consults with the Contract Partner before disclosing the Confidential Information.

Article 7 Rights to Results

- 7.1 Van Hall Larenstein and Contract Partner each remain the owner of their Background Knowledge.
- 7.2 The intellectual property of the Results deriving from the agreement, rests with Van Hall Larenstein. Within the research area of the agreement, as described in the Quotation and/or the Work Plan, Contract Partner has a free, non-transferable, non-exclusive right of use on the Results.
- 7.3 Contract Partner has the right to use the Results for internal research purposes and education. After having made available a Report, Contract Partner has the right to also use the Results contained therein for the benefit of third parties and, after the agreement has been terminated, allow third parties the use thereof.
- 7.4 Reports become the property of Contract Partner after the provisions of Article 5.5 of the General Terms and Conditions have been met. Van Larenstein reserves the copyright thereon, and grants Contract Partner the right to multiply these reports for internal use.

Article 8 Publication

- 8.1 Van Hall Larenstein has the right to disclose the Results in accordance with the provisions of Article 6 of the General Terms and Conditions. During the term of the agreement, Van Hall Larenstein will submit to the Contract Partner in writing, a intended disclosure of the Results.

If Van Hall Larenstein has received no written response from the Contract Partner thirty (30) days after notifying Contract Partner of a proposed disclosure, the Contract Partner shall be deemed to agree with the intended disclosure.

A motivated written request from the Contract partner for postponement of disclosure is granted only for investigation by the Contract Partner into any Confidential Information in the disclosure of Results, or to the possibility - upon permission of Van Hall Larenstein - to request protection for relevant Results himself.

A possible postponement of the disclosure of the Results will be granted for a period of two (2) months. If, on the basis of a further written arrangement between the Contract Partner and Van Hall Larenstein, the Contract Partner is entitled to establish intellectual property rights on relevant Results, and proceeds thereto, the postponement will be extended by another three (3) months. After expiry of this term(s), Van Hall Larenstein shall be entitled to proceed to publication.

- 8.2 Without the prior written consent of Van Hall Larenstein, the Contract Partner is not allowed to make (have made) public a Report or Result in whole or in part. Public disclosure is also understood to give access to third parties, use for judicial procedures, advertising and recruitment in a more general sense.
- 8.3 The Contract Partner is not entitled to use name and logos of (parts of) Van Hall Larenstein, in any connection whatsoever.

Article 9 Knowledge protection

- 9.1 To the extent that the Results are susceptible to intellectual property protection, Van Hall Larenstein has the right to establish these proprietary rights on its behalf and on its account.
- 9.2 The parties will provide each other all necessary cooperation when submitting an application as referred to in article 9.1 of the General Terms and Conditions.

Article 10 Liability

- 10.1 The total liability of Van Hall Larenstein for damages, arising out of or related to the agreement, is limited to direct damages, this with a maximum of the amounts paid by the Contract Partner. The foregoing limitation does not apply if and to the extent that damages are caused by intent or deliberate recklessness on the part of Van Hall Larenstein.
- 10.2 Van Hall Larenstein is not liable for any damage suffered by Contract Partner as a result of the use of Results by the Contract Partner and/or negative publicity, nor for indirect damage, consequential loss or other additional damages, including but not exclusively loss of revenue or profit and loss of data.
- 10.3 Van Hall Larenstein accepts no liability for damages resulting from defects of goods provided by third parties to Van Hall Larenstein, including software supplied by Van Hall Larenstein to the Contract Partner, unless and to the extent that Van Hall Larenstein can recover those damages from its supplier.
- 10.4 Any claim for damages to employees and by persons engaged by Van Hall Larenstein is excluded. Employees and persons engaged by Van Hall Larenstein may at any time invoke this third-party clause committed for their benefit.

10.5 The Contract Partner indemnifies Hall Larenstein against third party claims which are in any way related to the work performed by Van Hall Larenstein for the Contract Partner or resulting from the use of Results. The Contract Partner indemnifies Hall Larenstein against claims of third parties arising from the use of goods or data, which the Contract Partner, in connection with the performance of the agreement, has made available to Van Hall Larenstein.

Article 11 Force majeure

If Van Hall Larenstein or the Contract Partner cannot fulfill her obligations under the agreement as a result of force majeure, the party concerned may suspend its obligations during the existence of this situation, provided that the other party, immediately after the onset of the force majeure, has explicitly been informed in writing. Force majeure applies to situations that prevent performance of the agreement and which are not due to the fault of the party to which the force majeure applies or those which would come for his account by virtue of law, legal act or generally accepted standards.

Article 12 Termination

12.1 Each party is entitled to dissolve the agreement with immediate effect and without prejudice to the right to compensation, if the other party substantially fails to comply with any essential commitment arising from the agreement. All this under the condition that the defaulting party, within the reasonable time limit, determined by the other party by written notice of default, still fails to comply.

12.2 Parties only have the right to terminate the agreement by registered letter with immediate effect, in the following cases:

- if the other party is declared bankrupt or is granted suspension of payment or a request thereto has been submitted;
- if the company of the other party is being liquidated or suspended;
- In case of force majeure - as stipulated in article 11 of the General Terms and Conditions - and the force majeure has lasted more than ninety (90) days.

Article 13 Miscellaneous

13.1 All claims of the Contract Partner to compensation shall lapse twelve (12) months after the Activities have been performed to which these claims relate.

13.2 In the event that a party cannot rely on one or more provisions of the General Terms and Conditions, for the remainder, the agreement and the terms and conditions applicable, remain unchanged. In the event of the case described above, the intended provision will be substituted for a provision which approaches the contents, purport and effect as closely as possible.

13.3 The Contract Partner is not entitled to transfer the rights and obligations under this agreement to a third party, without the prior written consent of Van Hall Larenstein, which consent shall not be withheld on unreasonable grounds.

Article 14 Applicable law and choice of jurisdiction

14.1 On the agreement between Van Hall Larenstein and the Contract Partner, Dutch law applies.

14.2 All disputes that may arise as a result of the agreement or any further agreements that may result therefrom, will be settled by the competent court in Arnhem or Leeuwarden, depending on which location of Van Hall Larenstein it concerns.

Article 15 Repair clause invalidities

- 15.1 If any provision of these underlying agreement, in whole or in part, should be void and/or invalid and/or unenforceable, as a result of any legal provision, court ruling or otherwise, then this will not have any consequence for the validity of all other provisions of the General Terms and Conditions or the underlying agreement.
2. If any provision of the General Terms and Conditions or the underlying agreement is not valid for a reason as referred to in the previous paragraph, but would be valid if it had a more limited range or scope, then this provision - firstly - will automatically apply to the greatest extent or effect possible within the limitations that render the provision valid.
3. Without prejudice to article 15 (2) of the General Terms and Conditions, parties may, if desired, consult with a view to agreeing new provisions as a replacement of the void or nullified provisions. In doing so, the objective and purport of the void and or nullified provisions must be approximated as closely as possible

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