

GENERAL DELIVERY CONDITIONS CONTRACT ACTIVITIES (btb), Stichting SAXION: SAXION KNOWLEDGE TRANSFER

Chapter I General

Article 1 Definitions

1. Saxion: Saxion University of Applied Sciences with locations in Enschede, Deventer and Apeldoorn.
2. Contract activities: all products and/or services delivered by Saxion that arise from Saxion's collective expertise but which are not funded under education legislation, nor governed by any regulations, guidelines or instructions arising from this.
3. Client: each legal person or natural person acting in the execution of its or his profession or business that or who enters into an **agreement** with Saxion on contract activities.
4. Parties: Client and Saxion
5. Agreement: arrangements made between Client and Principal on contract activities, as these have been laid down between parties in accordance with Article 3 of these general conditions.

Article 2. Scope

These conditions are fully applicable to each agreement (to be) entered into between Saxion and Client unless explicitly agreed otherwise in writing with Client. The Regulations tuition fees Saxion for that academic year apply to an enrolment in an Associate, a Bachelor or a Master degree programme.

Article 3 Conclusion of the agreement

An agreement will only be concluded after Saxion has accepted an assignment in writing, or has confirmed it, or by Client accepting an offer made by Saxion.

Article 4. Agreement

The agreement shall contain at any rate the mutual obligations concerning:

- The goal to be achieved
- The nature, form, extent and duration of the activities
- Responsibility and accountability
- Price and methods of payment
- Applicability of Dutch VAT
- Changes/additional work

An addendum will be attached to the agreement containing specific additional conditions and stipulations if a contract activity is involved in respect of one of the following products:

1. training
2. research
3. development

Article 5. Indemnity against infringement on intellectual property

Client indemnifies Saxion against infringement of all intellectual property rights arising from the capacity of Saxion as (a) knowledge and expertise institute.

Article 6. Confidentiality and secrecy

Parties undertake towards one another and in respect of the assignment to guarantee confidentiality and secrecy regarding all data of the other party, which they and/or their employees will take cognisance of in the execution of the agreement(s) and relating to which they have indicated or the other party is aware or should reasonably be aware that confidentiality and secrecy are required. In case of violation of this stipulation by Client, Saxion retains the right to dissolve the agreement forthwith. In doing so, Saxion retains the right to the contract sum as mentioned in the agreement. Personal data shall be handled in accordance with the applicable law(s).

Termination of the agreement shall not release parties from the obligation to observe confidentiality and secrecy.

Article 7. Payment obligations

If no other payment term has been agreed, Client must pay within 30 days after invoice date.

Client shall be due to Saxion by the mere lapse of the payment term without any warning, notice of default or judicial intervention being

necessary a statutory default interest of 1% of the invoice amount in question for each month or part of month Client is in default with payment, all this without prejudice to Saxion's option, if an instalment is involved, to demand immediate payment of the outstanding amount. Client shall be due the costs, both judicial and extrajudicial, to be made for collection of unpaid instalments, as well as lost interest.

Article 8. Discontinuation of activities, suspension and dissolution of the agreement

If Client fails to meet its or his payment obligations (in time), Saxion retains the right to terminate its activities forthwith and to suspend these until a date to be fixed by Saxion. Saxion is also entitled to dissolve or cancel the agreement unilaterally either fully or partially without notice of default or judicial intervention if Client is in default. In this event Saxion will not be held to pay any form of compensation. Any performances made by Client shall not be subject to undoing.

Article 9. Annulment

Before commencement of the contract activity Client is entitled to annul the application by registered letter. Parties are not entitled to terminate the agreement early, without the written agreement of both parties. Article 7:408 BW will not be part of this agreement. If annulment takes place more than one month before commencement of the contract activity, Client shall be due 25% of the contract sum as compensation for the income lost and losses suffered by Saxion. In case of annulment less than one month before commencement of the contract activity, Client shall be due to Saxion the full amount. Without being held to pay any form of compensation whatsoever, Saxion is entitled to postpone or cancel a contract activity if extraordinary circumstances occur as result of which fulfilment by Saxion cannot reasonably be demanded.

Article 10. Force majeure

If fulfilment of the obligations as set out in the agreement are hampered with or made impossible due to circumstances beyond Client's and Saxion's control, both parties should determine, in a reasonable fashion, if the non-fulfilment is of a temporary or a permanent nature. If it is decided that it is impossible to fulfil the obligations, then both Client and Saxion shall have the right to dissolve the agreement without requiring judicial intervention. This should be done by registered mail. Client shall compensate Saxion for that part of the total amount that is in accordance with the services that Saxion has provided up to that point.

Article 11. Applicable law/unforeseen circumstances/disputes

All agreements entered into by Saxion shall be subject to Dutch law. If situations and/or circumstances occur that have not been provided for by these conditions or the agreements based on these and which have influence on the performance to be rendered by Saxion, Saxion shall retain the right to postpone these activities until the existing agreement in hand has been adjusted or extended after consultation with Client.

All disputes that may arise between parties regarding the explanation of these conditions or any agreements arising from these, shall be brought before the competent court in the district of Overijssel, The Netherlands.

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Addendum Training

Additional conditions relating to the product of **training**

Paragraph 1 Definition training

Training is involved if persons designated by Client participate in programmes made available by Saxion for enhancing their general or specific expertise.

Paragraph 2 Admission

Admitted will be the candidates who meet the admission requirements set by Saxion.

Paragraph 3 Exclusion

Candidates who do not comply with Saxion's instructions will be excluded from further participation. Exclusion has no effect on Client's payment obligation.

Paragraph 4 Damage

Client shall compensate any damage inflicted by participants.

Paragraph 5 Access

Participants have access to accommodation designated by Saxion only during agreed hours.

Paragraph 6 Extraordinary circumstances

In case of extraordinary circumstances Saxion may, contrary to what has been agreed, stipulate to move the training to another date and/or time or a different location.

Paragraph 7 Missed training

Any training missed by participants will not be offered by Saxion for a second time within the period agreed, unless an additional agreement is concluded to this end between Client and Saxion.

Paragraph 8 Copyright

Saxion retains the rights laid down in the Copyright Act 1912, patent rights and other copyrights of the material used during training. Saxion has the ownership of all curriculums, elements and teaching materials and other tools. Client shall refrain from making these materials available, selling these to third parties, multiplying or copying these and/or distributing these materials. Client shall be responsible for its personnel, assistants and participants in this context.

Addendum Research

Additional conditions relating to the product of **research**

Paragraph 1 Definition research

Research is involved if Saxion, on behalf of Client:

- acquires knowledge
- applies knowledge resulting in consultancy/advice
- considers the possibilities of subsidy
- performs diagnostic research/study prior to a development project

Paragraph 2 Final report

Saxion is held to bring out a final report and present it to Client.

Paragraph 3 Secrecy

Without prejudice to the stipulation in Article 6 and obligations laid down by or by virtue of law, Saxion is held to observe secrecy in respect of the following information during twelve months from the moment of presentation of the final report:

- the identity of Client
- the subject of research
- all information directly or indirectly provided by or on behalf of Client relating to the research and all data obtained in the context of the research.

Paragraph 4 Exclusive rights

Saxion retains the exclusive rights on the methods used, the form chosen, the sequence and all other characteristics of the performance. Client shall refrain from violation of any these rights.

Lid 5 Ownership of knowledge

Client has the ownership of the final report. Saxion shall refrain from using this report or parts thereof.

The knowledge, experience, skills and competences acquired by Saxion by and in the course of performing the assignment shall fall under the ownership of Saxion.

Addendum Development

Additional conditions relating to the product of **development**

Paragraph 1 Definition development

Development is involved if Saxion on the instruction of Client makes a new product or parts thereof, including new processes and procedures.

Paragraph 2 Secrecy

Without prejudice to the stipulation in Article 6 and obligations laid down by or by virtue of law, Saxion is held to observe secrecy in respect of the following data during twelve months from the moment of presentation of the final report:

- the identity of Client
- the subject of development
- all information directly or indirectly provided by or on behalf of Client relating to the research and all data obtained in the context of the research.

Paragraph 3 Exclusive rights

Saxion retains the exclusive rights to the method used, the form chosen, the sequence and all other characteristics of the performance. Client shall refrain from violation of any these rights and undertakes to award the execution activities arising from the product to Saxion.

Paragraph 4 Ownership of knowledge

Saxion has the ownership of the end product. Client has the right to use the end product for its own purposes.