

## **GENERAL TERMS AND CONDITIONS CENTER FOR EVIDENCE BASED MANAGEMENT**

### **Article 1: General**

- 1.1. These conditions are applicable to all offers, quotations and contracts between the Center for Evidence-Based Management, hereinafter referred to as CEBMa, and a client to which CEBMa has stated that these conditions are applicable, in so far as the parties have not made any specific written agreements to the contrary.
- 1.2. The applicability of the client's general terms and conditions is expressly rejected by CEBMa.
- 1.3. These terms and conditions are further applicable to all contracts with CEBMa that are executed with the assistance of third-parties.
- 1.4. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

### **Article 2: Offers and quotations**

- 2.1. All offers and quotations are subject to contract unless the offer contains an express written statement to the contrary.
- 2.2. In the absence of statement to the contrary, the prices stated in the aforementioned offers and quotations are exclusive of VAT and costs incurred in relation to the contract, including travel and accommodation expenses.
- 2.3. A composite price statement does not oblige CEBMa to perform part of an order at a corresponding proportion of the stated price.
- 2.4. Offers and quotations are not automatically applicable to future orders.

### **Article 3: Execution of the contract**

- 3.1. CEBMa will execute the contract to the best of her knowledge and ability and in accordance with high standards and in keeping with the expertise the client can reasonably expect of CEBMa. CEBMa does not however guarantee that any intended result will be achieved.
- 3.2. CEBMa will determine how and by whom the order is carried out, but will act in

accordance with the client's indicated wishes wherever possible. If and in so far as required for the correct execution of the contract, CEBMa reserves the right to have the work carried out by third-parties.

#### **Article 4: Amendments to the contract**

- 4.1. If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the work for the correct execution of the contract, the parties shall enter into consultation in good time and amend the contract accordingly.
- 4.2. Amendments or additions to the contract that have been agreed by the parties can result in a change to the completion date. CEBMa shall inform the client of changes to the completion date as soon as possible. Amendments or additions to the contract do not give the client any entitlement to compensation for damages.
- 4.3. If the amendment or addition to the contract has any financial and/or quality implications, CEBMa shall inform the client of those implications in advance. CEBMa has the right to charge additional costs to the client.
- 4.4. If a fixed fee has been agreed, CEBMa shall further indicate the extent to which the amendment or addition to the contract will result in that fee being exceeded.

#### **Article 5: Duration of the contract; period of execution**

- 5.1. The contract between CEBMa and a client is entered into for an indefinite period of time unless the nature of the contract provides otherwise or the parties make express and written agreement to the contrary.
- 5.2. A time period agreed during the term of the contract for the completion of work shall not under any circumstances be deemed to be a firm deadline. If the implementation period is exceeded the client must therefore issue CEBMa with written notice of default.
- 5.3. If the client owes an advance payment or if the client must provide the necessary data and information for the performance of the contract, then the period during which the activities should be completed shall not commence before the payment in full has been received by CEBMa, or before all of the data and information has been provided to CEBMa.
- 5.4. Unless it has been established that execution of the contract has become permanently impossible, the contract cannot be dissolved by the client owing to the term being exceeded unless CEBMa also fails to execute the contract or execute it in full within a reasonable period of time that he has indicated in writing following expiry of the agreed time of delivery.

## **Article 6: Termination**

- 6.1. Either party may terminate the contract within 14 days without naming cause.
- 6.2. Either party is authorised to terminate the contract after 14 days with due observance of a notice period considered reasonable in the circumstances and towards the end of a calendar month unless otherwise agreed by the parties. Notice must be given in writing.
- 6.3. If the contract is prematurely terminated by the client after 14 days, CEBMa has the right to compensation for capacity utilisation loss which is equal to the fee for a period of four weeks, based on the average monthly invoice amount. The client is further obliged to pay the bills for work carried out up until that time.
- 6.4. If the contract is prematurely terminated by CEBMa after 14 days, CEBMa will arrange in consultation with the client for the work not yet carried out to be transferred to third-parties, unless the termination is in response to facts and circumstances that can be attributed to the client. Refund of the compensation received shall take place within four weeks.
- 6.5. If CEBMa incurs extra costs when transferring the work, the client shall be obliged to compensate CEBMa for those costs with due observance of the provisions of articles 8 and 9 of these general terms and conditions.
- 6.6. Upon termination of the contract, each of the parties shall immediately return to the other party all goods, items and documents in their possession that belong to the other party

## **Article 7: Fee**

- 7.1. The parties can agree upon a fixed fee when forming the contract.
- 7.2. CEBMa has the right to request an advance payment from the Client.
- 7.3. If a fixed fee is not agreed, the fee will be calculated on the basis of the hours actually worked. The fee will be calculated at CEBMa's customary hourly rates applicable to the time period in which the work is carried out unless a different hourly rate has been agreed.
- 7.4. The fee and any cost estimates are exclusive of VAT.
- 7.5. For orders with a term of more than two months the payable costs will be charged periodically.
- 7.6. CEBMa is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to CEBMa, to such an extent that CEBMa cannot reasonably be expected to perform the agreed work for the originally agreed fee. CEBMa will inform the client of her intention to increase the fee or rate. CEBMa will state the amount of the increase and the date on which it will come into effect.

## **Article 8: Payment**

- 8.1. Payment is due within 14 days of the invoice date, without any deduction, discount or set-off, by depositing or transferring the payable amount to the bank account stipulated by CEBMa. Objections to the level of the bills do not suspend the payment obligation.
- 8.2. If the client fails to remit payment within the 14-day period, the client shall be held in default by operation of law. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The interest over the payable amount shall be calculated from the time at which the client was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- 8.3. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of CEBMa on the client shall become immediately due and payable.
- 8.4. All judicial and extrajudicial (debt collection) costs reasonably incurred by CEBMa in connection with the client's non-compliance or late compliance with his payment obligations shall be for the client's account.
- 8.5. The client is liable for payment of interest over the debt collection costs.

## **Article 9: Information and resources**

- 9.1. The client shall ensure that CEBMa is provided in full and in good time with all information that CEBMa indicates is necessary for the performance of the contract or which the client could reasonably expect to understand is required both on commencement and during the execution of the contract.
- 9.2. The client shall ensure that CEBMa is provided in good time with all resources and facilities that CEBMa indicates are necessary and which the consumer could reasonably be expected to realise are necessary to the execution of the contract and to ensure that they are available and correctly functioning at all times.
- 9.3. The client guarantees the correctness, completeness and reliability of the information, resources and facilities he issues or has issued to CEBMa. CEBMa cannot be held liable for losses of any nature whatsoever caused by CEBMa's use of incorrect and/or incomplete information provided by the client, unless CEBMa should have been aware of that inaccuracy or incompleteness.
- 9.4. The client is obliged to inform CEBMa without delay of changes to the issued information and other facts and circumstances that could be important to execution of the contract.
- 9.5. Extra costs, extra hours, and other damages that arise for CEBMa because the client has not fulfilled the obligations referred to in the first, second and third paragraphs, are for the expense and risk of the client.

## **Article 10: Confidentiality**

- 10.1. CEBMa is required to maintain confidentiality with respect to the data and information provided by or on behalf of the client with respect to third parties that are not involved with the performance of the assignment. This obligation does not apply insofar CEBMa is subject to a statutory or professional duty that dictates disclosure of the information, including the obligations arising from the Act on Prevention of Money Laundering and Financing of Terrorism and other national or international regulations of a similar meaning, or insofar as the client has released CEBMa from the duty of confidentiality.
- 10.2. The first paragraph does not prevent confidential consultation between colleagues within CEBMa's organisation, insofar as CEBMa considers this necessary for the proper performance of the contract or for proper fulfilment of a statutory or professional duty of disclosure.
- 10.3. If CEBMa represents him/herself in a disciplinary, civil, arbitration, administrative or criminal procedure, CEBMa has the right to use the data and information which she came to know in the performance of the contract insofar as this data and information could be of importance in her reasonable opinion.
- 10.4. Except for with the express advance written permission of CEBMa, the client is not permitted to disclose the content of the reports, presentations, rapid evidence assessments, recommendations, opinions or other written or unwritten communications of CEBMa or to make them available in any other way to third parties, except for if this arises directly from the contract, if the client is subject to a statutory or professional duty of disclosure, or if the client represents him/herself in a disciplinary, civil, arbitration, administrative or criminal procedure.
- 10.5. CEBMa has the right to state the name of the client and the main points of the activities performed to educational, commercial and other associates of CEBMa to indicate the client's experience.

## **Article 11: Publication**

If CEBMa's performance of the contract produces findings of wider academic or industry significance, a proposal will be put to the client for the creation and publication of a research paper. The client will have final approval on any research identifying the client in the dissemination of the pilot's results.

## **Article 12: Educational purposes**

CEBMa reserves the right to use information received through the performance of the contract for educational purposes provided that doing so does not result in confidential information being disclosed to third-parties.

### **Article 13: Intellectual property and copyrights**

- 13.1. Notwithstanding the other provisions of these general terms and conditions, CEBMa reserves the rights and powers enjoyed by CEBMa under the Netherlands Copyright Act.
- 13.2. All reports, rapid evidence assessments, presentations, recommendations, etc., issued by CEBMa are exclusively designated for the client's use and the client may not, without the prior permission of CEBMa, reproduce them, publicise them or communicate them to third-parties unless otherwise determined by the nature of the documents issued.

### **Article 14: Complaints**

- 14.1. A complaint regarding activities performed by CEBMa must be communicated to Prof. D.M.R Rousseau, who acts as CEBMa's complaints official. The complaints official notifies the person to whom the complaint was directed about the fact that the complaint was lodged and gives the complainant and the person who was complained about the opportunity to explain the complaint. The person who was complained about seeks to arrive at a solution with the client, either or not after the complaints official intervened.
- 14.2. The complaints officer and the person who is the subject of the complaint shall observe confidentiality regarding the handling of the complaint.
- 14.3. The complaints official handles the complaint within four weeks after receipt of the complaint or informs the complainant about a deviation of this term, stating reasons and stating the term within which an opinion about the complaint can be given. The complaints official informs the complainant and the person who was complained about of the opinion about the validity of the complaint, either or not accompanied by recommendations. The complaints official is responsible for the timely handling of the complaint.
- 14.4. The person who was complained about will keep the complaints official informed about possible contact and a possible solution. The complaints official keeps the complainant informed about the handling of the complaint. The complaints official keeps the complaints file.
- 14.5. The complaints official registers the complaint and the related subject of the complaint.
- 14.6. The reports and the recommendations will be discussed with CEBMa's staff and academic board on a regularly basis and recommendations are made to prevent new complaints.

### **Article 15: Liability**

- 15.1. CEBMa is liable vis-à-vis the client only for any shortcoming in the performance of the contract insofar as a shortcoming has arisen due to the non-observance of due care and expertise, as a result of which the performance of the contract cannot be trusted.
- 15.2. CEBMa's liability for any shortcoming in the performance of the contract and for any wrongful

act caused CEBMa is limited to the amount that the client, on the basis of the provision in Article 7, has paid as a fee (not including VAT) to CEBMa and/or still owes for the activities to which the loss-causing occurrence relates or is associated with, up to a maximum of hundred thousand euros (€ 100,000).

- 15.3. The limitation of the liability referred to in the previous paragraph does not apply insofar as the loss or damage is a result of wilful misconduct or gross negligence on the part of CEBMa.
- 15.4. CEBMa is also not liable for the following:
  - Any loss or damage arising for the client or third parties that is the result of incorrect or incomplete data or information provided by the client to CEBMa or which is otherwise the result of acts or omissions by the client;
  - Any loss or damage arising for the client or third parties that is the result of acts or omissions by auxiliary persons who are engaged by the client or CEBMa (not including employees of CEBMa), also if these persons are employed at an organisation affiliated with CEBMa;
  - Loss of profits, indirect or consequential damage arising for the client or third parties.
- 15.5. A claim for the reimbursement of loss or damage must be submitted CEBMa no later than 6 months after the client has discovered or reasonably could have discovered the loss or damage. If this does not occur, the right to compensation for loss or damage shall be forfeited.
- 15.6. The client is obligated to reimburse CEBMa and indemnify CEBMa against all claims from third parties – also including the shareholders, managing directors, supervising directors and staff of the client, as well as affiliated legal entities and businesses and others involved with the client's organisation – which arise from or are connected with the activities of CEBMa for the client, except insofar as these claims are the result of wilful misconduct or gross negligence on the part of CEBMa

## **Article 16: Expiry period**

Insofar not determined otherwise in these general conditions, the client's right of action, which also applies vis-à-vis CEBMa in connection with the performance of the activities by CEBMa, shall be forfeited in any case after one year after the time which the client learned or could have reasonably learned of the existence of these rights.

## **Article 17: Choice of law and jurisdiction**

- 17.1. All agreements between the client and CEBMa are subject exclusively to the law of the Netherlands.
- 17.2. Unless expressly agreed otherwise in writing by the parties, any disputes associated with Agreements between the client and CEBMa shall be submitted to the competent court in the location where the Contractor is established.

17.3. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

**Article 18. Source of the conditions**

18.1. These conditions have been filed at the offices of the Chamber of Commerce in Amsterdam under number 51739607

18.2. The most recently filed version or the version that was applicable at the time at which the contract was formulated shall be applicable at all times.