

GENERAL TERMS OF THE ASSOCIATION FOR POLICY RESEARCH

1. Definitions and applicability

- 1.1. These general terms shall apply to all offers (hereinafter: the '**Offer**') that the commissionee (hereinafter: the '**Commissionee**') issues to its commissioning authority or authorities (hereinafter: the '**Commissioning Authority**') and to all agreements (hereinafter: the '**Agreement**') pertaining to the provision of services and/or goods that the Commissionee enters into with the Commissioning Authority.
- 1.2. If these general terms have become part of the Agreement, they shall also apply to an Offer issued subsequently or an Agreement entered into subsequently, even if no reference is made to the applicability of these general terms. The Commissionee explicitly rejects any reference to the applicability of other general terms.
- 1.3. Any deviation from these general terms shall only be valid when agreed on in writing.
- 1.4. Amended versions of these general terms shall also apply to an Offer and Agreement if the Commissioning Authority fails to protest against the amendments to the Commissionee within thirty (30) days of the date on which the amended general terms are sent to the Commissioning Authority.

2. Offer and Agreement

- 2.1. An Offer shall be valid for a period of two (2) months, except where the schedule set out in the Offer starts at an earlier date. In this situation, the Offer shall be valid up to and including the date before the date on which the said schedule commences. Once the validity period for the Offer expires, the Commissionee shall be entitled to deploy research capacity elsewhere.
- 2.2. The Agreement shall be concluded further to written acceptance of the Offer by the Commissioning Authority or further to the written acceptance by the Commissionee of amendments proposed by the Commissioning Authority, or shall be concluded when both parties fulfil the obligations ensuing for them from the Offer.
- 2.3. The Commissioning Authority shall only be permitted to disclose the contents of the Offer to third parties with the prior consent of the Commissionee.
- 2.4. The Commissioning Authority shall guarantee that the information that it provides to the Commissionee for the purpose of the Offer is correct and complete, that it is authorised to provide the said information and that it is not infringing the (intellectual) property rights of third parties.
- 2.5. Any communications and/or actions on the part of third parties affiliated to one of the parties shall only bind the party in question if the said party has confirmed its wish to be bound by the communication or action in question in writing.

3. Performance of the agreement

- 3.1. When performing the Agreement, the Commissionee shall exercise the care of a good commissionee, as referred to in Section 7:401 of the Dutch Civil Code (*Burgerlijk Wetboek*).
- 3.2. The Commissionee shall only be subject to best-efforts obligations under the Agreement, except where explicitly stated that it is subject to an obligation to produce results too.
- 3.3. The Commissioning Authority shall guarantee that all documents, data, information and other goods required for performance of the Agreement by the Commissionee will be provided in due time and in full. The Commissioning Authority shall also be obliged to do everything possible and important for performance of the Agreement by the Commissionee.
- 3.4. As far as possible, the Agreement shall be performed subject to the schedule agreed on, except where the schedule is found not to be reasonably possible. The Commissionee shall notify the Commissioning Authority of any overrun (or imminent overrun) of the schedule as soon as possible. A schedule overrun shall be of minor importance, as referred to in Section 6:265(1) of the Dutch Code.

4. Conditions of payment

- 4.1. The rates agreed on for the assignment in the Offer and the Agreement shall be stated in euros and be exclusive of VAT (hereinafter: the '**Contract Price**'). The Contract Price may consist of a price per hour and/or an amount contracted for.
- 4.2. The Commissionee shall be entitled to index the Contract Price agreed on before the end of the term, on the basis of the CBS price index for the professional service sector.
- 4.3. If the Contract Price is a rate per hour, the Contract Price shall be invoiced on a monthly basis, on a time-spent basis.
- 4.4. If the Contract Price is an amount contracted for, the Contract Price shall be invoiced in three instalments: 40% upon conclusion of the Agreement, 40% halfway through the schedule and the remainder following completion of the assignment, except where agreed otherwise.
- 4.5. The Commissioning Authority shall be required to pay all invoices within 30 days of the invoice date. Should the Commissioning Authority fail to do this, it shall be required to pay the statutory commercial interest rate due on the invoice amount. The Commissioning Authority shall also be obliged to reimburse the Commissionee for all judicial and extrajudicial costs and collection costs. The level of the aforementioned costs shall be 5% of the outstanding invoice amount or amounts, subject to a minimum of euro 250.00, except where the Commissionee opts to claim the actual judicial and extrajudicial costs and collection costs.
- 4.6. The Commissionee shall always be entitled to require security for performance from the Commissioning Authority, in whatever form, which shall include a deposit or bank guarantee from a Dutch bank with a good reputation, for an amount equal to 10% of the Contract Price.
- 4.7. The Commissioning Authority shall not be entitled to suspend or offset the payment obligations it has towards the Commissionee.
- 4.8. The Commissioning Authority shall be obliged to pay the Commissionee for additional work on the basis of the hourly rate for the time spent set out in the Offer.

5. Composition of the performance team and performance by third parties

- 5.1. The Commissionee shall be responsible for the composition of the performance team for the Agreement and shall be entitled to make unilateral changes to the composition of the performance team, but without affecting the availability of the educational and experience qualifications required in the performance team.
- 5.2. The Commissionee shall be entitled to engage third parties in relation to performance of the Agreement or to have (parts of) the Agreement performed by third parties, both of the aforementioned on behalf of and at the expense of the Commissioning Authority.
- 5.3. When the Commissioning Authorities involves and engages third parties in the performance of the Agreement, the Commissionee shall not be responsible for the result and/or the consequences of the work carried out by the said third parties.

6. Premature termination

- 6.1. The parties shall only be able to terminate (part of) the Agreement if it can no longer reasonably be required to perform (that part of) the Agreement. The party that terminates the Agreement on this ground shall be required to do so in the form of a reasoned, written announcement to the other party. In this situation, the Commissioning Authority shall still be obliged to pay the Commissionee for the work carried out by it. The Commissioning Authority shall also be obliged to compensate any capacity loss on the part of the Commissionee up to a maximum of two months, except where the Commissioning Authority proves that the termination is attributable solely to the Commissionee.
- 6.2. If a force majeure situation prevents the Commissionee from performing (all or part of) the Agreement, it shall be entitled to terminate (that part of) the Agreement in writing, without the Commissionee being obliged to compensate the Commissioning Authority for the loss it has or will sustain as a result.

- 6.3. Should one of the parties be subject to (or apply for) a moratorium or is in liquidation, or if the business operations of one of the parties are acquired or discontinued, the other party shall have the right to terminate (all or part of) the Agreement in writing with immediate effect, without being obliged to compensate the other party for any losses it might sustain as a result.

7. Liability

- 7.1. The Commissionee shall not be liable for any indirect damage, including but not limited to consequential damage, fines, business interruption, missed business opportunities, lost sales, loss of profit, non-realized savings, reduced goodwill, reputational damage and non-material damage.
- 7.2. The Commissionee shall never be liable for damage that ensues (in part) from or is connected (in part) with information that the Commissioning Authority provides that is incorrect or incomplete and/or is not provided on time.
- 7.3. The liability of the Commissionee for direct damage shall be limited to the amount that the insurer of the Commissionee actually pays out to the Commissionee under the policy.
- 7.4. If the insurer does not make a pay out to the Commissionee, the liability of the Commissionee for direct damage shall be limited to the amount that the Commissionee has received from the Commissioning Authority for the performance of its work in connection with the event from which liability ensues in the year prior to the said event.
- 7.5. The limitation of liability set out in the preceding paragraphs shall not apply if intent and/or deliberate recklessness are the case on the part of the Commissionee or (one of) its management employees.
- 7.6. Any claim that the Commissioning Authority brings against the Commissionee for the compensation of loss shall lapse following the expiry of one (1) year after the date on which the Commissioning Authority became aware of the loss and of the Commissionee as the party responsible for the said loss.
- 7.7. The Commissioning Authority shall indemnify the Commissionee from all claims and legal claims from third parties involved in performance of the Agreement in connection with the (alleged) losses sustained by the said third parties that are the result of, or relate to, performance of the Agreement by the Commissionee, or the said third parties, except where intent and/or deliberate recklessness are the case on the part of the Commissionee or (one of) its management employees.
- 7.8. The Commissioning Authority shall indemnify the Commissionee against all claims and legal claims that the Commissionee brings against third parties involved in performance of the Agreement, in connection with the (alleged) losses sustained by the Commissionee that are the result of, or relate to, performance of the Agreement by the Commissionee or the said third parties, except where intent and/or deliberate recklessness are the case on the part of the Commissionee or (one of) its management employees.

8. Intellectual property rights

- 8.1. All intellectual property rights (hereinafter: '**IP Rights**'), including but not limited to copyright, database rights, patents, trademark rights and design rights to all documents, tools, data and/or other material (hereinafter: the '**Works**') developed or made available in the context of the Offer and/or the Agreement, including but not limited to reports, analyses, designs and including preparatory materials in this respect, shall be vested solely in the Commissionee.

- 8.2. Should the IP Rights to the Works not (come to) be vested in the Commissionee, the Commissioning Authority shall respond to every demand in writing on the part of the Commissionee by immediately doing everything possible to ensure the transfer of IP Rights to the Works, including but not limited to the signing of a written transfer deed or any other document in which the IP Rights to Works are transferred to the Commissionee. In this connection, the Commissioning Authority herewith also grants the Commissionee an irrevocable authorisation to do all that on behalf of the Commissioning Authority that is necessary for the transfer of the IP Right to the Works to the Commissionee, including the signing of a written transfer deed on behalf of the Commissioning Authority.
- 8.3. The Commissioning Authority shall only be entitled to use the Works internally, in the context of (the development, determination and adjustment of) its policy, as part of which it shall be permitted to copy the Works in unaltered form for this purpose.
- 8.4. The publication and/or reproduction of the Works other than as referred to in Article 8.3 shall only be permitted with the prior, explicit, written permission of the Commissionee. If the Commissionee agrees to publication, the Commissioning Authority shall be required to clearly state the name of the Commissionee and the relevant employees of the Commissionee when effecting the said publication.

9. Confidentiality and secrecy

- 9.1. The parties shall mutually maintain the secrecy of all information that each of them provides to each other in the context of the Agreement for the term of the Agreement and for a period of two (2) years afterwards. This obligation shall not apply for information that:
 - a. was publicly known at the time of its publication;
 - b. becomes public other than as the result of an attributable failure on the part of one of the parties or any person or legal entity for whom or which the said party is liable;
 - c. had already been developed by one of the parties, independently of the knowledge obtained by it under the Agreement (to be proved by the party invoking this exclusion);
 - d. must necessarily be shared with third parties as part of the (performance of the) Agreement;
 - e. must be released by virtue of the legislation and/or regulations applicable.
- 9.2. Before one of the parties proceeds to share information with third parties in the context of the (performance of the) Agreement, the parties shall require the third party in question to sign a non-disclosure agreement vis-à-vis both the Commissionee and the Commissioning Authority, in accordance with the content of this provision.
- 9.3. Within ten (10) working days of the end of the Agreement, the parties shall return all information that they are required to maintain the secrecy of by virtue of this article and that is embodied in or on a data carrier to the Commissionee or Commissioning Authority respectively, or, shall destroy the said information when requested to do so by the Commissionee or the Commissioning Authority. In both cases, the parties shall not withhold any copies, except where the Commissionee or Commissioning Authority is required to retain the information in question (for a certain period of time) by virtue of legislation and/or regulations.
- 9.4. Should the Commissioning Authority violate one of the obligations ensuing from this article, it shall incur a penalty of € 1,000.00 per violation, without prejudice to the right of the Commissionee to claim full compensation and/or performance in addition to the penalty.

10. Applicable law and disputes

- 10.1. Dutch law shall apply to these general terms, the Offer, the Agreement and all (further) agreements entered into between the parties in this context.
- 10.2. Any disputes that might arise between the parties further to or in connection with performance of the Agreement shall be settled solely by the court with competence in the place of business of the Commissionee.