



# **GENERAL TERMS AND CONDITIONS**

## **Stichting CentERdata**

These General Terms and Conditions were filed with the Chamber of Commerce under registration number 41098659 on 4 July 2019.



# 1. General

- 1.1 Stichting CentERdata, hereinafter referred to as CentERdata, is an institute for data collection and applied social scientific research affiliated with Tilburg University. CentERdata can accept assignments to:
- conduct social scientific research and report thereon;
  - systematically collect, process and analyse, and report on data collected by CentERdata;
  - develop models and draw up prognoses;
  - analyse and report on data from administrative sources or other data than those collected by CentERdata;
  - create and deliver tailored software applications in the area of social scientific research;
  - issue advice and recommendations.
- 1.2 The Client is understood to mean a natural person or legal entity who contracts CentERdata to perform one or more assignments as described under 1.1.
- 1.3 These General Terms and Conditions apply to and are binding for all offers, proposals and agreements between CentERdata and the Client. These General Terms and Conditions may only be deviated from if this is agreed by the parties in writing.



## 2. Offer and assignment

- 2.1 Each agreement is based on a research proposal or offer, of which the General Terms and Conditions form an integral part.
- 2.2 The offer is based on the information provided to CentERdata by the Client and is in principle submitted in writing.
- 2.3 Unless agreed otherwise in writing, the cost specification in the offer is valid until one month after the date of the offer, on the condition that the assignment can be fulfilled within the period indicated in the offer.
- 2.4 The Client may only make the content of the offer known to third parties following prior written permission by CentERdata. The copyright on the content of the offer belongs to CentERdata.
- 2.5 The nature and content of the assignment to be given by the Client will be recorded in a written agreement or some other confirmation by the Client that may be considered reliable. This agreement or confirmation is based on the offer and the quote given therein. The agreement can also consist in an offer signed by both parties.
- 2.6 An assignment that is not preceded by a written offer, or which is given after the term indicated under 2.3 has lapsed, must be accepted in writing by CentERdata.



### **3. Performance of the agreement / the research**

- 3.1 CentERdata will perform the assignments awarded to it in accordance with generally and/or scientifically applicable standards for the collection of data, the performance of research and the issuance of advice and recommendations.
- 3.2 CentERdata is subject to a best-efforts obligation for all agreements, unless it is explicitly clear that an obligation of result exists.
- 3.3 The Client undertakes to provide the materials, data and information required for the performance of the agreement in a timely manner and in full. If the Client has provided incorrect and/or incomplete information, or has not cooperated in a timely manner, the Client will be held fully liable. The Client is furthermore obliged to do everything possible that can be reasonably considered to be important for the proper and timely performance of the agreement.
- 3.4 CentERdata must do all that may reasonably be expected in order to perform the assignment in the agreed manner within the terms specified in the offer. If circumstances beyond CentERdata's control prevent CentERdata from performing the assignment within the specified terms, this term will be extended in consultation with the Client. Such will not fully or partially release the Client from his/her contractual obligations towards CentERdata.
- 3.5 CentERdata is responsible for the composition of the team that will perform the assignment and has the right to make changes to the composition of said team. CentERdata ensures that the team always has the educational and experience qualifications required to properly perform the assignment.
- 3.6 In the event that data collection is performed for purely scientific purposes, the Client undertakes to make the data freely available to third parties (including employees of CentERdata) in return for the reduced fees that apply for data collection for pure research.
- 3.7 CentERdata undertakes to manage the data provided and/or collected for the purposes of the research in a prudent manner.
- 3.8 CentERdata and the Client must comply with their obligations pursuant to the privacy legislation that applies in the Netherlands.



## 4. Changes/additional work

- 4.1 If the Client wishes to change the structure and/or content of the research, the Client must consult with CentERdata in a timely manner. CentERdata will cooperate towards the implementation of the desired changes, if CentERdata can be reasonably required to do so and if agreement is reached about the reasonable cost increase or deduction.
- 4.2 CentERdata may under no circumstances make changes to the agreed structure and/or content of a research project without the approval of the Client.
- 4.3 If CentERdata must perform more or less work than was anticipated in the research proposal underlying the agreement, CentERdata and the Client will consult about this. The additional work to be performed by CentERdata will be payable by the Client, unless the need to perform this additional work was caused by negligence on the part of CentERdata or because CentERdata misjudged or could reasonably be expected to have foreseen the work in question. The parties will determine the amount of the compensation for the relevant additional work in consultation.



## 5. Early termination

- 5.1 The parties may terminate the agreement prematurely by giving notice (*opzeggen*) if either of the parties is of the opinion that the agreement can no longer be performed in accordance with the agreement. This must be announced to the other party in writing and stating reasons, taking into account a notice period of 30 days. CentERdata and the Client may only make use of this power if performance of the agreement can no longer be reasonably required as a result of facts and circumstances.
- 5.2 In the event of cancellation of a granted assignment or early termination of an agreement by giving notice, CentERdata has a right to compensation for incurred costs, including (if applicable) the costs of the reserved panel hours and loss of capacity up to a maximum of two months.
- 5.3 If one of the parties suffers bankruptcy or is granted a court-ordered suspension of payments or ceases business operations, the other party has the right to terminate the agreement for breach (*ontbinden*) with immediate effect by way of written notice.



## 6. Liability

- 6.1 CentERdata is responsible for the execution of the assignment and is liable for breach in the performance thereof, to the extent that this is the result of the failure on the part of CentERdata to observe the care, expertise and professionalism that may be expected with regard to the performance of the work in the context of the agreement.
- 6.2 Liability for loss or damage is limited to the amount of the payment that CentERdata has agreed with the Client for the work to be performed in the context of the assignment.
- 6.3 Any claims by the Client must be submitted within one year of discovery of the loss or damage, failing which the Client will have forfeited its rights.
- 6.4 Any liability on the part of CentERdata for any consequential loss or damage suffered by the Client is excluded. Consequential loss or damage is understood to mean among other things any loss or damage resulting from any form of use of the research results by the Client or third parties. The Client indemnifies CentERdata against any such claims.
- 6.5 CentERdata is not liable in the event that its failure to fulfil its obligations towards the Client or its failure to fulfil its obligations towards the Client in time is caused by circumstances beyond its control.



## 7. Payment conditions

- 7.1 All amounts specified in the offer, agreements, assignment confirmations etc. are, unless otherwise noted, quoted in euros, exclusive of VAT. CentERdata is obliged to charge VAT (VAT number: NL8054.77.846.B.01).
- 7.2 Payment must be made – without deduction, discount or settlement – within 14 days after the date of the invoice. If the Client exceeds the aforementioned payment term, CentERdata reserves the right to charge interest equal to the statutory interest in force at that time, without any preceding notice or warning. All costs that CentERdata incurs both in and out of court in order to collect the amount due and interest upon exceedance of a payment term are payable by the Client. In the event of collection, both in and out of court, CentERdata has the right to demand a compensation of at least 5% of the owed amount, with a minimum of €250.
- 7.3 If the amount that the Client owes to CentERdata for the entire project is less than €4,500, the project will be charged in full upon completion. In the event that the amount that the Client owes to CentERdata for the entire project is higher than €4,500, but not higher than €45,000, CentERdata retains the right to charge 50% of the total amount at the start of the project and 50% upon the project's completion. If the amount that the Client owes is higher than €45,000 and the project runs for three months or less, 50% will be paid at the start of the project, and 50% upon the project's completion. In the event of a project for which the payment is higher than €45,000 and which will run for more than three months, 35% of the total amount will be charged at the start, 35% halfway through the project, and 30% upon completion of the project.
- 7.4 If the Client fails to pay in time, CentERdata has the right to suspend the performance of the work.



## 8. Intellectual property rights and publicity

- 8.1 All intellectual property rights to the documents developed or made available pursuant to the agreement, such as reports, analyses and designs, as well as preparatory materials relating thereto, belong exclusively to CentERdata. The Client only receives the usage rights and powers that are explicitly granted to it under these conditions or otherwise.
- 8.2 The above also applies to the instruments and software developed and data collected in the context of the agreement.
- 8.3 The Client has the right to make copies of the abovementioned documents for internal use. However, the Client shall not make changes to the documents.
- 8.4 CentERdata is and remains the owner of the rights to the collected data. The parties may make further agreements about the usage right.
- 8.5 In principle, CentERdata promotes the publication of data, source code and reports. When accepting the assignment, CentERdata and the Client agree to which degree the data, source code and/or the reports will be made public.



## **9. Arbitration / handling of disputes**

- 9.1 All disputes between the Client and CentERdata are subject to Dutch law only.
- 9.2 A dispute exists if either of the parties has informed the other party in writing that a dispute exists.
- 9.3 All disputes that emerge during the performance of the assignment and which cannot be settled in mutual consultation will be resolved by a binding decision from an Arbitration Tribunal. Both parties appoint one member of the Arbitration Tribunal. The two appointed members jointly choose a third member, who will also serve as the chair of the Arbitration Tribunal.
- 9.4 The chair and the members of the Tribunal may not have a relationship of employment with the Client or CentERdata. Along with its decision, the Tribunal also determines who will bear the arbitration costs.
- 9.5 Decisions about issues for which these General Terms and Conditions do not provide will be taken in consultation between the Client and CentERdata.
- 9.6 This document is a translation of the Dutch version of CentERdata's Terms and Conditions. In the event of any discrepancies between the two versions, the Dutch version prevails.