

General

1. General Terms

1.1 In these general terms, the following terms, as well as possible conjugations of these, written with a capital letter, have the following meaning unless specified otherwise:

A. Participant: the physical person that, on the basis of a by the Counterparty accepted Agreement, is in fact participating in Education. The Counterparty can also be the Participant.

B. Know How: products, materials and information BISS and its employees develop, use or provide during Education, but not exclusively, like: texts, knowledge, information systems and approaches, methods and models.

C. Education: the Management Courses and Incompany Programmes offered by BISS, as well as the related tasks to these.

D. Agreement: the agreement reached by the Counterparty and BISS about the offered Education.

E. Parties: the Counterparty and/or Participant and BISS.

F. BISS: Maastricht University, hereby mentioned as Maastricht University Brightlands Institute for Smart Society

G. Written: by means of a written document, signed by an authorized individual.

H. Terms: the general terms of BISS at hand.

I. Counterparty: the physical or judicial person which is engaged in a contractual relation with BISS.

1.2 When the Counterparty is not the Participant, the Counterparty needs to ensure that the Participant is up to date and agrees to be bound to these terms (as well). As far as obligations to the Participant spring from these Terms, the Counterparty is responsible for ensuring that the Participant meets these. The Counterparty is the main responsible for every deviation by the Participant from the Terms.

2. Application

2.1 These Terms are applicable to all services, labor and offers of BISS, as well as to Agreements, and to all legal connections between the Counterparty and BISS originating from these.

2.2 In case the Counterparty refers to any other terms in the application form, registration form or any other correspondence related to the Agreement, then any applicability of these is immediately refuted. Any other stipulation in these possibly stated different terms does not change the preceding.

2.3 Deviation and/or additions to the Agreement and/or any stipulation from the Terms, are merely applicable when, and only when BISS has agreed on these Terms explicitly and Written, and are only applicable to the Agreement of concern. In case a deviation or addition is approved by BISS, this will not have a precedent working and the Counterparty cannot make any claims based on possible future Terms.

3. Parts A and B

3.1 These Terms consist of General Stipulations (article 1-8) and Specific Stipulations that are respectively related to Management Courses (Part A) and Incompany Programmes (Part B). The General Stipulations form, combined with the Specific Stipulations of the concerned Part, the Terms for Education the respective Participant takes part in.

3.2 BISS remains the right to, next to the General Stipulations, merely provide that part of the Specific Stipulations the respective relation is entitled to.

4. Intellectual Property

4.1 All intellectual property rights of Know How belong to BISS, when these do not already belong to third parties.

4.2 Except for the preceding explicit Written permission of BISS, the Counterparty and/or Participant is not allowed to multiply, spread, distribute or exploit the Know How or the recording of this, with or for third parties.

5. Payment

5.1 Mentioned sums are excluding VAT and other fees imposed by the

government, unless mentioned otherwise.

5.2 All payments should be made on an account assigned by BISS. The day of crediting of the account by BISS is the same day as the payment.

5.3 In case the Counterparty does not fully meet the payment obligation in the specified time, he/she is failing without any other required failure statement. Then the Counterparty will forfeit, from the expiration date till the day of full Payment, interest equaling the lawfully due interest. All to the collection of invoiced sums, related (administrative) costs (including extrajudicial invoice costs) are at the cost of the Counterparty. The extrajudicial invoice costs amount at least 15% of the main sum, with a minimum of EUR 100 his remains in place irrespective of any other rights BISS may have.

5.4 Payment is first deducted from invoice costs, then these are deducted from the owed interest and lastly from the main sum. In case the Counterparty fails to pay more than one invoice, a payment is (with paying attention to the preceding sentence), first deducted from the oldest in-voice, then the second oldest etc.

5.5 BISS reserves itself the right to deny a Participant access to Education as long as the Counterparty has not fulfilled its obligations.

6. Liability

6.1 Except for intention or excessive culpability of BISS, BISS's liability is explicitly limited to damage directly and immediately originating from a mistake attributable to BISS in her execution of Education, which excludes at all times: damage resulting from organizational stagnation and foregone profits.

6.2 The liability of BISS can never exceed the price the Counterparty pays for Education, unless a higher amount is paid by the insurance of BISS.

6.3 BISS is not liable in case she could not, or not timely, fulfill its obligations towards a Counterparty as the result of force majeure. Force majeure contains also: circumstances that cannot be attributed to BISS and that impede normal execution of BISS's education.

6.4 BISS is not responsible for damage resulting from loss or damage of properties of the Counterparty or Participant during participation in Education.

6.5 BISS has at all times the right to, in case of, and as far as possible, to undo damage.

7. Litigation

Except for any deviation from this in proceeding parts A or B, all litigations, due to or originating from an Agreement with BISS which cannot be solved based on dialogue, will be presented to the judge in the surrounding of Maastricht, with the exclusive application of Dutch law. This is merely applicable when rules from binding law do not prescribe any other forum.

8. Final Stipulations

8.1 In all circumstances in which these Terms not suffice, BISS will in consultation with the involved parties, come to a reasonable settlement.

8.2 BISS reserves itself the right to change or add to the Terms in case there is a relevant change of circumstances. The changed Terms will enter into power in the Agreement 14 days after Written or emailed notification of this by BISS to the Counterparty of the changes or changes Terms. A relevant change of circumstances is certainly in place when there is a change in law/ regulation, vision or expiration of Terms.

8.3 Obligations that are meant to stretch beyond the termination of the Agreement will in fact remain in place even after termination of the Agreement.

Part A: Management Courses

Next to this Part A, the General Stipulations of these General Terms are applicable, unless a clear deviation from these is stated in the respective Part.

A.1 Terms of Participation

To be eligible for participation in a Management Course, a potential Participant must comply with the participation Terms as these for the specific Management Course are mentioned in the brochure and on the website of BISS.

A.2 Application

A.2.1 A Counterparty can file a request for admission (of a potential Participant) for a Management Course by means of submitting a fully filled out application form.

A.2.2 The Counterparty holds the responsibility for the correctness, completeness and reliability of the by, or on behalf of, him/ her, or the Participant, to BISS provided information and data.

A.2.3 In case a potential Participant, based on BISS's judgement, fulfills the participation and/or application Terms, BISS will send an admission message with the confirmation of the application to the Counterparty.

A.2.4 In case a potential participant, according to judgment of BISS, does not meet the requirements of the participation and application Terms, BISS will send the Counterparty a motivated letter stating the refusal.

A.2.5 BISS can refuse the application for a management course if the respective programme is fully booked.

B.3 Payment and cancellation

B.3.1 After confirmation of admission, the Counterparty will receive an invoice that has to be paid within 30 days after sending this invoice by BISS.

B.3.2 Cancellation or resignation within 14 days before the start of the Management Course cases the Counterparty to owe the full price of the course.

A.3.3 After a written request, before commencement of the management course, it is possible, with permission of BISS, to replace a registered Participant.

A.3.4 In case BISS changes the planned (start)date/dates of the Course, the Counterparty has the opportunity, until 2 weeks after notification of this, to cancel the application free of charge.

A.3.5 BISS reserves itself the right to cancel a Management Course in case, according to its judgment, has received insufficient applications. Tuition fees that have already been paid will be refunded.

A.4 Education and Examination Agreement

A.4.1 The content and examination criteria of the Management Course are fixed. The question if a Participant adheres to the Terms, or how the structure or content of these are realized, is only subjective to judgment of BISS.

A.4.2 In case a Participant does not agree with the exam related decision, the Participant, within 6 weeks after this decision, has to file a request with the Board of Appeal for Examination (=College van Beroep voor de Examens Examens, i.e. the CBE).

Part B: Incompany Programmes

Next to this Part B, the General Stipulations of these General Terms are applicable, unless a clear deviation from these is stated in the respective Part.

B.1 Nature and range of the tasks

B.1.1 The nature and range of the tasks will be determined by the description of these in BISS quotation.

B.1.2 Unless mentioned otherwise, the quotations of BISS are non-binding.

B.1.3 A quotation made by BISS is valid for one month, calculated from the date the quotation was sent. Whenever a quotation has not been fully accepted within the mentioned period, the quotation will expire.

B.2 Execution of tasks

B.2.1 BISS determines which person and, in which manner, will execute the Incompany Programmes, yet will take the timely indicated preferences of the Counterparty as much as possible into account.

B.2.2 BISS will take the responsibilities of a good assignment taker as much as possible into account.

B.2.3 BISS has the right to, for the execution of the Incompany Programmes and at own cost and risk, make use of extra help and/ or subordinates.

B.3 Price

B.3.1 In case there is a fixed price included in the Agreement, then this price is the agreed price. In case an indicative price is included in the Agreement, then this price is a non-binding indication of the costs.

B.3.2 Unless agreed otherwise, the published prices and tariffs of BISS are indexed on a yearly basis based on the by the CBS calculated inflation index for consumer prices.

B.4 Payment

B.4.1 Invoices are supposed to be paid within 30 days after the invoice date in the by BISS indicated manner.

B.4.2 BISS reserves the right to also during the execution of an Incompany

Programme, in case the financial position of the Counterparty gives BISS a reason to do so, demand prepayment of the whole or partial amount by the Counterparty. In case this prepayment does not occur, BISS has the right to cancel or postpone the execution of its tasks.

B.4.3 The Counterparty is not allowed to settle its debts to BISS in any way with the possible claims it holds against BISS.

B.5 Information disclosure

B.5.1 BISS will in a timely and precise manner indicate to the Counterparty which data and information it needs for the correct execution of the Incompany Programmes.

B.5.2 The Counterparty is obliged to provide in a timely and by BISS preferred manner, all information and data mentioned in article C.5.1, to BISS.

B.6 Confidentiality

B.6.1 The Parties will treat the data and information disclosed to each other for the purpose of the Incompany Programmes confidentially, in case this information was indicated to be confidential, and will not provide this information to third parties nor use it for other purposes without the permission of the providing Party.

B.6.2 The in the article mentioned confidentiality does not apply when:

- a. information has become, or was already, publicly available not due to acting of the receiving Party;
- b. information was at the moment of reception from the providing Party already in possession of the receiving Party, while this information did not come from a third party that unrightfully made this information publicly available;
- c. information that unrelated to any provision by the providing Party was already developed by the receiving party itself;
- d. information that after reception or provision by the receiving Party was rightfully acquired from a third party that was allowed to make this information public.

B.7 Termination and cancellation

B.7.1 In case of force majeure, BISS is entitled to extend the execution time of the Programme with the delay of it, or cancel the Agreement in total, or partially.

B.7.2 The Agreement can only be prematurely terminated when the parties explicitly agree on this.

B.7.3 In case the Counterparty desires to cancel specific parts of the modules to be executed by BISS, it has to announce this to BISS in Written form. Any costs already made by BISS for the execution of the modules are due by the Counterparty. The in the Agreement included development costs are under all circumstances payable by the Counterparty.

B.8 Liability

Claims by the Counterparty against BISS that originate or are related to the agreed tasks of BISS, and/or by the by BISS hired persons to execute the tasks, will expire fully in case these claims are not made known to BISS 6 months after the date of the end invoice.

The General Terms have originally been constructed in the Dutch language. The above representation is a free translation from which no rights can be reserved. To view the Dutch version of these General