



## GENERAL TERMS AND CONDITIONS (GTC)

### Article 1: Scope

- 1.1. These general terms and conditions (hereinafter: GTC) apply to all assignment Agreements as referred to in article 7:400 BW (Dutch Civil Code), (hereinafter: Agreement) and to all (legal)acts between the Amo Institute of Science, hereafter: the Amo Institute and Contractor (M/F), even if such (legal)acts do not result in or are not related to an Agreement.
- 1.2. Unless explicitly otherwise agreed, any possible general terms and conditions of the Contractor do not apply.
- 1.3. In the Agreement one or more clauses of the GTC can be overruled.
- 1.4. Whenever the term "written" is used in the GTC, this includes email and Whatsapp unless otherwise explicitly agreed.

### Article 2: Entering into an Agreement

- 2.1 The Agreement is entered into when (i) the Parties sign a contract, (ii) when Contractor replies the Amo Institute's emailed instruction with an approval or (iii) when Contractor starts carrying out the assignment.
- 2.2 If, for the execution of his instructions, Contractor drafts or has drafted technical and/or functional specifications, such specifications will only become part of the Agreement, once they have been explicitly accepted by the Amo Institute. Similarly, any modifications in or deviations from those specifications are only binding on the Parties after explicit acceptance by the Amo Institute.

### Article 3: Rendering services

- 3.1 Contractor will meticulously carry out all legal and other services specified in the Agreement for the duration of the Agreement.
- 3.2 Contractor will act with care towards the Amo Institute and any third party and in accordance to his professional rules and regulations.
- 3.3 At the first request thereto Contractor will give access to, or explain the quality assurances and relevant third-party insurances applicable for his services.
- 3.4 The Amo Institute will provide the Contractor with all the authority and information necessary for the

proper performance of the assignment.

- 3.5 If the Contractor at any time foresees that he cannot, not timely or not properly fulfil the required services, the Contractor shall immediately inform the Amo Institute.

### Article 4: Replacement and third parties

- 4.1 If, due to illness or other circumstances, Contractor is unable to fulfil his duties for a period of more than two working days, Contractor will immediately notify the Amo Institute and inform him of the consequences for the execution of his instructions.
- 4.2 If necessary, Contractor will provide a replacement. If Contractor believes he has found a suitable replacement, the Amo Institute will inform Contractor within a week of his introduction, whether he accepts this replacement. If not, the Agreement will in principle terminate on the first day of the second week Contractor is absent. This termination will not result in any liability on the part of Contractor or the Amo Institute.
- 4.3 Contractor is not permitted to assign the services of third parties without prior consent from the Amo Institute.

### Article 5: No employment agreement

- 5.1 Contractor accepts the assignment and thereby accepts full responsibility.
- 5.2 For the correct execution of the agreed services, Parties hereby declare that it is their specific intention not to enter into an employment agreement and only wish to commission services on the basis of the Agreement. In fulfilling their contractual obligations to each other, Parties agree to behave in a manner fitting for the execution of the Agreement
- 5.3 Contractor is entirely independent in the execution of his services and independently determines the circumstances, e.g. working hours during which he fulfils his assignment. The Contractor performs the assignment at his own discretion and without supervision or supervision of the Amo Institute. the Amo Institute can however give instructions regarding the result of the services.



- 5.4 Insofar as this is necessary for the execution of the assignment, coordination with the Amo Institute takes place in case of collaboration with others, so that the assignment runs optimally. If the assignment so requires, the Contractor will adhere to the working hours of the Amo Institute.
- 5.5 Insofar as the Amo Institute gives Contractor instructions or guidelines in relation to the execution of his assignment, these will only serve to enhance the effective execution of his instructions, without having any effect on the manner in which the Agreement is executed.
- 5.6 Contractor is completely free to work for third parties.
- 5.7 At the request of the Amo Institute, Contractor will issue a copy of his passport or other valid ID to the Amo Institute.

**Article 6: Indemnification and liability**

- 6.1 Contractor indemnifies the Amo Institute from claims made against the Amo Institute by taxation and/or social security offices in relation to the non-payment of income tax and/or social security payments (both the employer's and the employee's contributions) for payments made to Contractor and any fines or levies imposed by the authorities in relation to this.
- 6.2 In such cases the Amo Institute may deduce all social security payments, fines and/or levies from any payments due to Contractor in whatever capacity.
- 6.3 Contractor accepts liability for damages incurred as a result of inadequacy in the execution of his assignment including - but not limited to - violation of intellectual property and dismissive publicity.
- 6.4 The Contractor releases and holds harmless the Amo Institute, including its officers, staff members and employees, from any liability, responsibility or obligation arising from or in connection with his assignment, such as - but not limited to - personal injury, including death, and damage to or loss of property that he may incur due to the negligence the Amo Institute and/or due to accidental occurrences while visiting the premises of the Amo Institute.

**Article 7: Remuneration**

- 7.1 The Amo Institute owes Contractor remuneration for services rendered in accordance with each Agreement as specified therein.
- 7.2 After completion of assignment Contractor will charge the Amo Institute for his services by means of an invoice addressed to the Amo Institute, including a specification of the hours worked and/or services performed. The invoice includes Iban and Swift code.
- 7.3 The Amo Institute will pay the invoice within forty (40) days of its receipt by transferring the required amount to the bank account as specified by Contractor.
- 7.4 Due to the 6<sup>th</sup> EC-Directive 2006/112/EC, art. 56, sub 1 c, no VAT is charged for services delivered from outside The Netherlands.

- 7.5 Complaints related to invoices issued by Contractor must be made by the Amo Institute by email within fourteen (14) days after receipt of said invoices.
- 7.6 Contractor has a right to invoice the Amo Institute to the amount of € 0,19 (incl. VAT) per kilometre, for any travel expenses by car or any other expenses Contractor has reasonably incurred (excluding literature and subscriptions); such only after Contractor has submitted to the Amo Institute all relevant specifications of hours worked, travel expense and expense forms.

**Article 8: Guarantees**

- 8.1 Contractor guarantees to make available his expertise and capacity required to carry out the services for the duration of the Agreement.
- 8.2 Contractor guarantees that, if and in as far as he makes material or data available to the Amo Institute in relation to the Agreement, he has a lawful right to do so, and that such material or data does not constitute a violation of any third party.
- 8.3 Inadequacies in the execution of the Agreement will be remedied by Contractor free of charge, unless such inadequacies can be attributed to the Amo Institute.
- 8.4 In case of replacement of an inadequate product expenses for its return will be paid by Contractor.
- 8.5 Contractor guarantees that i) his services are correct and not misleading and ii) use, implementation or protection of his services is not unlawful with regard to third party's rights. Contractor indemnifies the Amo Institute against any and all damages and costs, including extrajudicial help, if this guarantee appears false.

**Article 9: Intellectual Property**

- 9.1 Unless otherwise provided in contract, all works including - but not limited to - reference works, dictionaries, glossaries, databases, illustrations and design of the Amo Institute (hereinafter referred to as data) are protected under the Dutch Copyright Act, the Database Act and other national and international laws and regulations. Except where permitted by law, the data may not be duplicated (to include 'framing'), copied, reproduced, distributed, (re)used, (re)published, up- or down-loaded, displayed or transmitted in any form or in any manner whatsoever, or made accessible to third parties or placed in the public domain, without prior written permission of the Amo Institute.
- 9.2 Circumvention or hacking of the Amo Institute's security, call-in or subscription system, via which access can be gained, whether or not temporarily, to the data is strictly prohibited. Unauthorised use of the data constitutes an infringement of the Amo Institute's intellectual property rights and will be prosecuted under both criminal and civil law.
- 9.3 In and through this Agreement Contractor grants the Amo Institute an *exclusive, territorial unlimited and perpetual right to use* the products



and services which are the result of the Agreement, which right includes the right to make all the required copies and publications.

- 9.4 Contractor is not allowed to remove any *proprietary* or *confidentiality* signs or mark-ups of the Amo Institute or its official suppliers.
- 9.5 Contractor indemnifies the Amo Institute from any claims by third parties that the products or services carried out within the scope of the Agreement constitute a violation of intellectual property or are in any other way wrongful, on condition that the Amo Institute will inform Contractor of the existence and the contents of such claims.

#### **Article 10: Confidentiality**

- 10.1 Contractor agrees to keep all knowledge that he has acquired or will acquire, or which is made available to him in relation to the Agreement, the Amo Institute or its personnel, its subsidiaries, its activities, its client's and contacts, strictly confidential for the duration of this Agreement and subsequently. Contractor shall not reveal any of it to any third parties. In case of violation of this clause, Contractor shall pay the Amo Institute an immediately payable penalty of € 5.000,- per day as long as the infringement continues. This penalty clause does not prejudice any claim for damages.
- 10.2 Contractor agrees to impose the above confidentiality clause, unamended, on any possible replacement. Contractor will be liable for any breach of said confidentiality clause by any possible replacement. The penalty clause as specified in art. 11.1 also applies in case of a breach of the confidentiality clause by any replacement of Contractor.

#### **Article 11: Privacy**

- 11.1 Contractor agrees to comply with all legislation in force with regard to processing personal information, as well as policies drafted or complied with by the Amo Institute with regard to privacy during the execution of the Agreement.
- 11.2 Regardless of the nature or purpose of the Agreement, Contractor will never act as the responsible person in relation to personal information or data directly or indirectly provided by the Amo Institute.
- 11.3 In case of doubt regarding processing personal information directly or indirectly provided by the Amo Institute, Contractor must consult the Amo Institute. Contractor will not process any such information without written consent from the Amo Institute.

#### **Article 12: Miscellaneous**

- 12.1 Amendments or additions to any clause of the Agreement and/or GTC are only valid, if they are agreed upon in writing and/or electronically, which therefore form exclusive proof.
- 12.2 the Amo Institute may and Contractor may not

transfer the rights and obligations resulting from this Agreement to a third party.

- 12.3 If and in so far as any provision of the GTC is declared null or is cancelled, the other provisions of the GTC shall remain fully in force. The Parties shall then consult with one another about a new provision to replace the nullified/cancelled provision, complying as much as possible with the original intent of the nullified/cancelled provision.

#### **Article 13: Termination**

- 13.1 The Agreement will automatically terminate at the completion of the assignment. Either party, however, may terminate this agreement at any time for any reason upon immediate notice, oral or written, to the other party.
- 13.2 Immediately after the Agreement has terminated Contractor shall - at the Amo Institute discretion - either return the properties to the Amo Institute or delete and destroy all copies of the Amo Institute' data. In case of breach of this clause, Contractor shall pay a direct claimable penalty of € 1.000.- /per day payable for as long the breach continues. This penalty clause does not prejudice any claim for damages.
- 13.3 Any obligations which by their nature are intended to continue to apply after the Agreement has terminated will remain in force after the Agreement has expired and are binding for Contractor and his legal successors.

#### **Article 14: Legal scope / disputes**

- 14.1 This Agreement is subject to Dutch Law.
- 14.2 All disputes arising between Parties from this Agreement or the execution thereof, will only be brought before a judge with jurisdiction within the district of Gelderland, location Arnhem, The Netherlands.

