

# eduScrum®

## General terms and conditions for the supply of services

In these general terms and conditions, the following terms are used in the sense set out below, unless explicitly indicated otherwise or if the context dictates otherwise:

### 1. Definitions

- 1.1. **eduScrum®**: The user of these general terms and conditions; Leer Kracht Centrum eduScrum® located at the Spuisluis 61 in Alphen aan den Rijn, registered with the Chamber of Commerce under K.v.K. number 27381018.
- 1.2. **Client**: The party that carries out or intends to carry out a training course.
- 1.3. **Training**: The education to be provided by eduScrum® within the framework of an agreement between eduScrum® and the Client in the form of a course, education, training, coaching trajectory, workshop and similar training.
- 1.4. **Terms and Conditions**: These general terms and conditions.

### 2. Applicability of conditions

- 2.1. These Terms and Conditions form an integral part of all quotations and offers of eduScrum® and apply to all agreements concluded between eduScrum® and Client(s).

### 3. Performance of the contract

- 3.1. eduScrum® shall make every effort to fulfil its obligations under the agreement to the best of its ability.
- 3.2. eduScrum® is only in default after it has been declared to be in default by the Client by means of a written reminder, in which a reasonable period of time for compliance is granted and compliance is also not forthcoming within this period.

### 4. Employees

- 4.1. eduScrum® is permitted to use third parties in the performance of an assignment.

### 5. Cooperation by Client

- 5.1. The Client shall provide the information and cooperation deemed necessary by eduScrum® in all reasonableness for the execution of the agreement in a timely manner.
- 5.2. To the extent necessary, the Client shall ensure that the necessary permission is obtained from legal representatives of minor participants in courses or training courses and the use of sound and/or video material recorded during courses or training courses.

### 6. Tariffs

- 6.1. All prices and rates are free of turnover tax (VAT) and other levies imposed by the government. Entered in the CRKBO (Central Register for Short Vocational Education) register.
- 6.2. Travel times, travel and accommodation costs and other special costs associated with the work are not included in the prices and rates and may be charged separately.
- 6.3. eduScrum® has the right to adjust prices and rates annually in the event of long-term agreements that last longer than one year.

### 7. Payments

- 7.1. The invoices must be paid by the Client within fourteen (14) days.
- 7.2. If the Client fails to pay the amounts due within the agreed term, the Client will owe the statutory interest referred to in Article 6:119a of the Dutch Civil Code on the outstanding amount without any notice of default being required.
- 7.3. If the Client fails to fulfil an obligation towards eduScrum®, eduScrum® is entitled to suspend the fulfilment of his obligations until his claim has been met.

### 8. Course material and Training

8.1. Without the prior written consent of eduScrum® , the Client is not permitted to reproduce (course) material provided by eduScrum® or to repeat or change the education course or training.

## **9. Intellectual Property Rights**

- 9.1. All intellectual property rights to works developed by eduScrum® , including course material, shall remain vested in eduScrum® .
- 9.2. Intellectual property rights shall only be transferred if this has been expressly agreed in writing between the parties.
- 9.3. In the event of the transfer of an intellectual property right, eduScrum® reserves the right, with the ideas, designs, documentation, etc. that have led to the work in which the intellectual property to be transferred rests, to develop similar or derivative works, to use or exploit them for itself or for other parties, and to reuse or exploit parts.
- 9.4. The intellectual property rights with regard to video or other images and sound recordings, made during the execution of the assignment, shall be vested in eduScrum® .

## **10. Secrecy and data protection**

- 10.1. Parties are mutually obliged to maintain the confidentiality of any information provided of which they know, or can reasonably suspect, that it is confidential.
- 10.2. The parties will take appropriate measures to protect information so that the confidentiality of the information provided is maintained.
- 10.3. The Client and eduScrum® shall ensure that employees and any third parties working for them are aware of the obligations laid down in Articles 10.1 and 10.2 of these Terms and shall ensure that employees shall strictly comply with these obligations.

## **11. Privacy**

- 11.1. If any Agreement involves the processing of personal data by eduScrum® , eduScrum® shall be the processor of the data as referred to in the Dutch Data Protection Act (Wet bescherming persoonsgegevens). The Client shall remain responsible as referred to in the Personal Data Protection Act.
- 11.2. The Client guarantees the lawfulness of any use of personal data, the processing thereof, the purpose of the use and exchange of personal data within the framework of this Agreement.
- 11.3. The Client shall indemnify eduScrum® against claims by the Dutch Data Protection Authority (College Bescherming Persoonsgegevens) and other parties involved as referred to in the Dutch Data Protection Act (Wet bescherming persoonsgegevens), as well as against the costs incurred by eduScrum® as a result of a claim as referred to in this paragraph.

## **12. Training**

- 12.1. It is the trained and certified eduScrum® teachers and trainers without prior written consent from eduScrum® not permitted, training courses or give workshops, for non-commercial and commercial use and/or disseminate material made available in any form.

## **13. Liability**

- 13.1. The liability of eduScrum® for an attributable failure in the performance of the agreement is limited to direct damage up to a maximum amount equal to the amount paid by the Client in the three months prior to the occurrence of the damage to eduScrum® under the agreement or, if a fixed price has been agreed, the fixed price of the order. Under no circumstances will the total compensation for direct damage exceed € 3,000 or a maximum of the invoiced amount if this is lower.
- 13.2. Liability of eduScrum® for any other form of damage, including indirect damage such as loss of profit, (damage) claims of third parties, fines, additional levies, lost revenues or lost savings as well as consequential damage, is expressly excluded.
- 13.3. The preceding paragraphs of this article do not apply if and insofar as the damage in question is caused by intent or willful recklessness on the part of eduScrum® .
- 13.4. The effect of Article 7:404 of the Dutch Civil Code is expressly excluded.

13.5. The Client shall indemnify eduScrum® against any claim from third parties, including staff and/or students, and/or their legal representatives, of the Client, in connection with the assignment.

#### **14. Force majeure**

14.1. In the event of force majeure, performance of the agreement and the related obligation(s) shall be suspended in whole or in part for the duration of such force majeure, without either party being liable to pay any compensation in that respect.

14.2. If it is established that fulfilment due to force majeure will be permanently impossible, if the force majeure continues for more than forty (40) working days, each party may dissolve the agreement in whole or in part with immediate effect out of court by means of a registered letter, without being obliged to pay any compensation.

#### **15. Transfer**

15.1. The Client is not permitted to transfer the rights under any agreement to a third party without the prior written consent of eduScrum®. After prior consultation with the Client, eduScrum® is permitted to transfer rights under any agreement to a third party.

#### **16. Destruction**

16.1. If one of the provisions is null and void or is nullified, this shall not affect the validity of the other provisions of these conditions or of any agreement concluded with eduScrum®.

#### **17. Amendment to the Conditions**

17.1. eduScrum® is permitted to make proposals to change (a stipulation in) the Conditions or in any agreement.

17.2. If the Client does not agree with the change of (a stipulation in) the Terms and Conditions or in any agreement, eduScrum® is permitted to terminate the agreement with due observance of a notice period of one month.

#### **18. Duration and termination**

18.1. Agreements cannot be terminated prematurely by the Client.

18.2. eduScrum® is entitled to terminate any agreement in whole or in part with immediate effect, without being under any obligation to compensate the Client for any damage, if the Client

18.3. The effect of Section 7:408 of the Dutch Civil Code is expressly excluded.

18.4. In the event of termination of the agreement, the provisions relating to confidentiality, liability, intellectual property, applicable law and choice of forum shall remain in full force and effect.

#### **19. Dissolution**

19.1. In the event of dissolution of the agreement, no obligations for dissolution shall arise and the dissolution shall only take effect from the date of dissolution.

#### **20. Applicable rate/Forum Choice**

20.1. All agreements to which these Terms and Conditions apply are governed by Dutch law.

20.2. Disputes arising out of or in connection with these agreements shall be settled by the competent court in the district of The Hague.

20.3. All agreements are subject to the Dutch court's jurisdiction to handle the dispute in accordance with Dutch law.