



## General terms and conditions Integrity School by Transparency International Netherlands

### Article 1 - Definitions

Unless expressly stated otherwise means:

- a. Contractor: the Integrity School by Transparency International Netherlands, the project of Transparency International Netherlands (TI-NL), registered at the trade register of the Chamber of Commerce under number 34127809. The Integrity School by Transparency International Netherlands provides services for improved knowledge and awareness in the field of integrity (and compliance in practice) in various target groups, such as governments, businesses, politics and public administration. The emphasis lies on bringing about culture change with more transparency and reflection and a safe reporting culture for abuse;
- b. Principal: any party that gives an assignment to Contractor for the provision of services;
- c. Agreement: any Assignment Agreement between the Principal and the Contractor;
- d. Parties: the Principal and the Contractor; and
- e. Conditions: these General Conditions of the Integrity School by Transparency International Netherlands dated *[date]*.

### Article 2 - General provisions and applicability

- 2.1 These Conditions apply to all services of the Contractor, including but not limited to offers and agreements between Parties.
- 2.2 Deviations from these Conditions must be expressly agreed between Parties in writing.
- 2.3 If one or more provisions of these Conditions are declared invalid, void or annulled, the other provisions shall remain in force. The invalid, void or nullified provisions shall be replaced by new provisions that correspond as closely as possible to the invalid, void or nullified provisions.
- 2.4. The failure of the Contractor at any time to demand performance of one or more provisions of the Contract, including the provisions in these Conditions, shall not affect the Contractor's rights to still demand performance by the Principal at a later time.
- 2.5 These Conditions apply to any Agreement between the Principal and the Contractor to which the Contractor has declared these Conditions applicable, to the extent that Parties have not expressly deviated from these Conditions.
- 2.6 The Conditions also apply to all Agreements with the Contractor for the performance of which third parties must be involved.

### Article 3 - Conclusion of the Agreement

- 3.1 The Agreement is concluded when the assignments are confirmed by the Contractor. Confirmation of the assignment by means of notification by email or telephone is based on the information provided by the Contractor to the Principal.
- 3.2 All offers of the Contractor are non-binding until the moment of acceptance by the Principal.
- 3.3 The Agreement is entered into for an indefinite period, unless it follows from the content, nature or scope of the granted assignment that it has been entered into for a definite period.



## **Article 4 - Performance of the Agreement**

- 4.1 The Contractor shall perform the Agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.
- 4.2 If and to the extent required for the proper performance of the Agreement, the Contractor shall have the right to have certain work performed by third parties.
- 4.3 Contractor's performance of the Agreement will be exclusively for the benefit of the Principal. Third parties may not derive any rights from the contents of the Agreement, nor from the work performed, even if they are directly or indirectly to be regarded as interested parties in the result of the work.

## **Article 5 - Suspension and termination of the Agreement**

- 5.1 The Contractor is authorized to suspend the performance of its obligations if the Principal fails to fulfill its obligations under the Agreement or fails to do so in full or on time. If Contractor suspends the performance of its obligations, it retains its claims under the law and under the Agreement.
- 5.2 If the Contractor proceeds to suspend or terminate the Agreement, it will not be obliged to compensate for damages and costs incurred in any way as a result.
- 5.3 The Agreement ends automatically after payment of the last invoice in connection with the relevant Agreement. In addition, the Principal may terminate the Agreement in writing on reasonable notice and the Contractor may terminate the Agreement in writing on reasonable notice and with sufficient reasons.
- 5.4 If the Agreement is terminated, the Contractor's claims on the Principal, including those for work already performed and costs incurred, will be immediately due and payable.

## **Article 6 - Provision of information by the Principal**

- 6.1 The Principal shall make available in good time, in the desired form and in the desired manner, all information and documents which the Contractor, in its opinion, requires for the proper fulfilment of the assignment granted.
- 6.2 The Principal shall be obliged to inform Contractor of all information which is necessary or useful for the performance or completion of the assignment.
- 6.3 The Principal warrants the accuracy, completeness and reliability of the information and documents made available to the Contractor, even if they originate from third parties, unless the nature of the assignment dictates otherwise.
- 6.4 If and to the extent requested by the Principal, the documents made available will be returned to the Principal.

## **Article 7 - Confidentiality**

- 7.1 The Parties are obliged to keep confidential all confidential information they have obtained from each other in the context of the Agreement. The obligation of confidentiality shall continue after termination of the Agreement.



- 7.2 Unless prior written permission has been granted by the Contractor, the Principal will not disclose the contents of reports, advice or other statements by the Contractor, written or otherwise, which have not been drawn up or made with the intention of providing the information contained therein to third parties. The Principal will also ensure that third parties cannot take cognizance of the contents referred to in the previous sentence.
- 7.3 The Contractor will impose its obligations under this article on third parties engaged by it.
- 7.4 If, on the basis of a statutory provision, an instruction from a government body or a court ruling, the Contractor is obliged to disclose confidential information to third parties or investigative bodies designated by law, the government body in question or the competent court, the Contractor shall not be obliged to maintain confidentiality.

## **Article 8 - Intellectual property**

- 8.1 Contractor reserves all rights and powers to which it is entitled under the Copyright Act and other laws and regulations on intellectual property which it uses or has used in the performance of the Principal's assignment.
- 8.2 The Contractor is fully entitled to use the knowledge acquired by it in the performance of an Agreement for other purposes, to the extent that no strictly confidential information of the Principal is disclosed to third parties.
- 8.3 The Principal is explicitly prohibited from reproducing, publishing or exploiting, with or without involvement of third parties, those products, including methods, working methods, advice, (model) contracts and other intellectual products of Contractor, in the broadest sense of the word.
- 8.4 The Principal agrees that the Contractor may publish Principal's name/logo/trademark with references on the Contractor's website.

## **Article 9 - Fee**

- 9.1 The remuneration for Contractor's work does not depend on the outcome of the assignment granted.
- 9.2 The Parties may agree on a fixed fee when the Agreement is established.
- 9.3 The established rates may be indexed annually.

## **Article 10 - Terms of payment**

- 10.1 Payment must be made within 14 days of the invoice date by transferring the outstanding amount to:

IBAN: NL 42 RABO 0350 0725 90

BIC: RABONL2U

To: the Integrity School by Transparency International Netherlands

Please state: customer number and invoice number

- 10.2 The invoice for services provided to the Principal will be sent after completion of the work.



- 10.3 The Principal is not entitled - for whatever reason - to suspend payment of an invoice from the Contractor.

## **Article 11 - Complaint procedure**

- 11.1 Complaints about the work performed must be reported in writing by the Principal to the Contractor within 8 days after discovery, but at the latest within 14 days of completion of the work in question, according to the [Complaints Regulations of Transparency International Netherlands](#).
- 11.2 If a complaint is well-founded, Contractor shall remedy the defects, unless this has meanwhile become demonstrably useless for Principal. The latter must be made known by Principal in writing.
- 11.3 If the subsequent performance of the agreed work is no longer possible or useful, the Contractor shall only be liable within the limits provided for in these Conditions.

## **Article 12 - Liability**

- 12.1 The Contractor shall perform the work to the best of its ability and exercise due care. If an error is made because the Principal has provided incorrect or incomplete information, the Contractor shall not be liable for any resulting damage. If the Principal proves that it has suffered direct damage as a result of an error on the part of the Contractor which would have been avoided if it had exercised due care, the Contractor shall only be liable for such damage up to a maximum of the amount of the payment to be made by the Contractor's insurer in the relevant case.
- 12.2 The Contractor shall not be liable for any damage in connection with, or resulting from, this Agreement, unless fraud, intent or gross negligence on the part of the Contractor is established in court, in which case the Contractor shall only be liable for direct damage. Direct damages shall mean only:
- a) the reasonable costs incurred to determine the cause and extent of the damage, to the extent that the determination relates to damages for which the Contractor can be held liable under Conditions;
  - b) any reasonable costs incurred to have the Contractor's deficient performance of the Agreement still be in conformity with the Agreement, exclusively insofar as this deficient performance must be attributed to the Contractor; and
  - c) reasonable costs incurred to prevent or limit damage, to the extent that the Principal demonstrates that these costs have resulted in the limitation of direct damage as referred to in these Conditions.
- 12.3 The Contractor will never be liable for indirect damage, including consequential damage, financial loss, loss of profits, missed savings and damage due to business interruption.
- 12.4 The Contractor accepts no liability to third parties for work performed in favor of the Principal.

## **Article 13 - Force majeure**



- 13.1 If the Contractor cannot fulfill the Agreement due to force majeure, the obligations of the Contractor will be suspended. If the period in which fulfilment of the obligations by the Contractor is not possible due to force majeure lasts longer than three months, the Parties will be entitled to dissolve the Agreement without judicial intervention, without there being any obligation to pay damages in this respect.
- 13.2 'Force majeure' as referred to in this article means, in any case, unforeseen circumstances, including those of an economic nature, which have arisen through no fault or action on the part of the Contractor, such as, inter alia, illness, transport problems, delayed or incorrect delivery of items or materials or parts by third parties, strikes, government measures, pandemics, natural disasters (including storms and floods), (civil) war and the threat of (civil) war.
- 13.3 If the Contractor has already partially fulfilled its obligations when force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice separately what has already been delivered and the Principal is obliged to pay this invoice as if it were a separate Agreement.

#### **Article 14 - Applicable law/dispute resolution**

- 14.1 All Agreements between the Principal and the Contractor to which these Conditions apply shall be governed by Dutch law.
- 14.2 All disputes relating to Agreements between the Principal and the Contractor, to which these Conditions apply and which do not fall within the jurisdiction of the subdistrict court, shall be settled by the competent court in Amsterdam.
- 14.3 The Parties shall only appeal to the court after they have made every effort to settle a dispute by mutual consultation.

#### **Article 15 - Location of General Terms and Conditions**

- 15.1 These Conditions have been filed with the Amsterdam Chamber of Commerce.
- 15.2 The version of the Conditions that was in effect at the time the Agreement was concluded is applicable.
- 15.3 These Conditions have been drawn up in Dutch and English. In case of any difference in content or interpretation between both versions of the Conditions, the Dutch text shall prevail and be binding.