



General terms and conditions for scientific consultancy services

UHasselt is a recognized service provider for the SME portfolio (Flanders, registered number: DV.A217905) and for Innoviris (Brussels)

1. Scope of the agreement

This offer concerns scientific services as mentioned in article IV.71 and following of the Flemish Codex of Higher Education. The specific nature of the services is described in more detail in the offer. The offer and these general terms and conditions shall constitute the entire agreement between the client and Universiteit Hasselt (hereinafter referred to as 'UHasselt'), to the exclusion of any general terms and conditions of the client. The provisions of the offer take precedence over these general terms and conditions.

2. Validity of the agreement

Unless otherwise mentioned in the offer, the offer is valid for a period of thirty (30) days. The agreement is closed by returning, within said period, a signed copy of this offer to UHasselt. These general terms and conditions are an inseparable part of the offer. The agreement shall automatically end upon completion of the services.

3. Compensation

The amounts mentioned in this offer exclude VAT and possible bank costs, which will be charged to the client. Travel fees are likewise excluded in the offer. If a private car is used, in addition to a compensation for travel time, the statutory mileage allowance is charged.

UHasselt is at all times entitled to unilaterally adjust the amounts in the event of a change in costs which are essential to this agreement, such as in particular – but not limited to – (raw) materials, wages, social contributions, tax charges, excise duties, (environmental) levies, energy costs, fuel costs, transport costs, import and export duties, exchange rates or insurance premiums. UHasselt will communicate such an adjustment to the client in writing. If, within a period of fourteen (14) days, the client notifies UHasselt not to agree to the announced adjustment, UHasselt can terminate this agreement with immediate effect, and without giving rise to any entitlement to compensation for the client. In such event, the services performed so far will be reimbursed *pro rata*. If the client does not respond in writing within the aforementioned period, the client is deemed to have irrevocably accepted the announced price adjustment.

4. Invoicing

Unless otherwise mentioned in the offer, UHasselt shall invoice the amounts due after performance of the services. Invoices are to be paid within thirty (30) days starting from the date of invoice, by transferring the amount to IBAN account number BE53 4532 5078 0153 of UHasselt, in the offer's currency. If payment terms are not respected, UHASSETT will send the client a written reminder. In the event payment has still not been received by the date stipulated in said reminder, any outstanding amount will be increased by operation of law with default interest in accordance with Article 5.240 of the Belgian Civil Code and an additional administration fee of one hundred and five euro (€ 105). In the event parties agreed to interim payments, an immediate suspension of the services will take place if these payment terms are not respected.

5. (Intellectual) Property rights

Unless otherwise mentioned in the offer, the client shall obtain all (intellectual) property rights on the results of the services (hereinafter referred to as "results"). However, the client does not obtain any property rights on UHasselt's pre-existing knowhow, expertise, materials and methods used to obtain the results (hereinafter defined as "knowledge"). Any possible use of UHasselt's knowledge by client is subject to the prior written approval of UHasselt.

6. Independency

UHasselt acts as an independent consultant and decides independently which employees shall provide the services. In no event shall UHasselt's employees be considered as employees of the client or in any way fall under the authority or supervision of the client.

7. Non-exclusivity

The client acknowledges and agrees that the UHasselt provides similar scientific services to other parties, including potential competitors of the client.

8. Confidentiality

If necessary for the execution of the services, UHasselt's employees will be exposed to and have access to the client's confidential information, which will be marked by the client as confidential (hereinafter referred to as "confidential information"). UHasselt undertakes to treat this confidential information in strict confidence and shall only use this confidential information to carry out the services. To that end, UHasselt shall take all reasonable measures. Said confidentiality obligation however does not extend to information that:

- was known to the UHasselt prior to the agreement, or
- has been made known to the UHasselt outside its relationship with the client, or
- already was in the public domain prior to the agreement, or
- had been generated or developed by the UHasselt prior to the information provided by the client.

Said obligation of confidentiality will terminate two (2) years after the termination of the services.

Parties acknowledge that in the execution of the agreement it is necessary and inevitable to exchange personal data as defined in the general data protection regulation (EU 2016/679) of April 27th, 2016. Said exchange of personal data is however limited to professional contact details of employees, agents, advisors or subcontractors working on behalf of a party. If, in the course of the agreement, the exchange extends beyond mere professional contact details, a data processing agreement will be concluded and attached to this agreement.

9. Warranty and liability

UHasselt shall use all reasonable efforts to perform the services, in accordance with professional standards. However, UHasselt does not give any warranty with respect to the (nature of the) results. In particular – but without limitation – the UHasselt does not guarantee the fitness of the results for a commercial purpose, nor does the UHasselt guarantee that the use of the results or its knowledge does not infringe third parties' intellectual property rights. UHasselt however guarantees not to be aware of any such infringement at the moment this agreement was concluded. The client acknowledges and agrees that UHasselt is not liable for any damage incurred by the client while using or applying the results or the knowledge. The client indemnifies UHasselt against liability claims by third parties related to the services, the results or the knowledge. Neither party is responsible for indirect damages to the other party, including but not restricted to forego profits, contracts and opportunities.

10. Choice of law and settlement of disputes

This agreement shall be construed in accordance with the laws of Belgium, excluding its conflict of laws provisions. The parties hereby submit to the exclusive jurisdiction of the courts of Hasselt in case of disputes that might arise out of or in connection with this agreement that cannot be settled amicably between the parties.

11. Miscellaneous

This agreement does not create in any case a partnership nor joint venture between the parties. Neither party has any authority to bind the other party by contract, make warranties or representations of the other party.

The parties shall ensure to respect human rights. Each party shall have the right to immediately terminate this agreement, by way of a written notice sent by registered mail, in case the other party commits a substantial breach of human rights.

This agreement shall supersede all prior correspondence, statements and understandings regarding the services. This agreement may not be modified without a written agreement signed by both parties.

This agreement may not be assigned by either party without the prior written consent of the other party.