

iCRA General terms and conditions

A. General Provisions

These General Terms and Conditions:

- are governed by Dutch law and comply with article 6:231 of the Dutch Civil Code;
- have been adopted by iCRA and apply to all services provided by iCRA, to the express exclusion of the client's general terms and conditions, however named.
- distinguish between assignments implemented on behalf of the client (see section B) and open-entry courses offered by iCRA (see section C).

B. General Conditions Assignments (general conditions for assignments implemented on behalf of the client)

Article 1 Definitions

Confidential Information: any Institutional Knowledge, the Quotation, the Project Plan, business information (including legal, financial and commercial information) and personal data which the receiving Party has received from the disclosing Party in connection with the agreement and which is designated by the disclosing Party as confidential or which the receiving Party reasonably can know or should know is confidential.

Institutional Knowledge: any technical information, including data, materials, tools, software, algorithms, knowledge, models, methods, processes and techniques (as well as any intellectual property rights pertaining thereto) to which client or iCRA were entitled before the agreement commenced and any such information generated thereafter by the client or iCRA outside the scope of the Work.

Party: either the client or iCRA. Referred to both as parties.

Project Plan: description of the Work to be performed by iCRA, including any modifications thereof agreed on later by the client and iCRA.

Quotation: the offer by iCRA to the client to perform Work for a certain price.

Report: a written or electronic document providing a description of the Work performed and the Results.

Results: the data, materials, tools, software, algorithms, knowledge, models, methods, processes, skills and techniques resulting from the Work, excluding Institutional Knowledge.

Third-party or Any other party: a party not being the client or iCRA

Work: work to be performed by iCRA based on a Project Plan, agreed on by the client and iCRA.

Article 2 Applicability of the General conditions Assignments and Conclusion and content of the agreement

2.1

iCRA explicitly declares the general conditions of the Client to be inapplicable. If iCRA's General Conditions Open-entry courses also apply to the agreement, the present **General Conditions Assignments** prevail as far as the implementation of assignments is concerned. iCRA may modify these **General Conditions Assignments** at any time. The most recent version of the **General Conditions Assignments** can be found on the website of iCRA.

2.2

An agreement between the client and iCRA for the implementation of an assignment will be concluded through acceptance of the Quotation by the client, either in writing or electronically, within the period stated in the Quotation. The agreement will take effect on the start date mentioned in the Quotation and, in the absence thereof, on the date on which iCRA received a written proof of acceptance. If, with the client's consent, iCRA has started performing the Work, the content of the Quotation will be regarded as agreed on, and the start date for the Work will be considered the start date for the Quotation.

Article 3 Performance of the Agreement

3.1

The Work will be performed within the framework of the iCRA Code of Conduct which describes general principles of good practice and the social responsibility of iCRA. The Code of Conduct can be found at the website of iCRA (<https://www.icra.global>).

iCRA's activities are guided by the general accepted ethical values that define the relationship with employees, clients, partners and stakeholders of the environments in which iCRA operates.

3.2

In performing the agreement, iCRA will aim to achieve a Result that is useful for the client (reasonable efforts obligations).

3.3

Any periods indicated in the Quotation or Project Plan will be estimates. iCRA will not be in default through the mere lapse of a period. If iCRA anticipates that a period may substantially be exceeded, iCRA will notify and consult with the client.

3.4

The agreement will be carried out in accordance with the Quotation and the Project Plan.

3.5

iCRA is not obliged to commence or continue the Work until all information, data, materials, equipment or other items to be provided by the client to iCRA have actually been furnished to iCRA in the agreed form, quantities and/or quality. Delays in furnishing the aforementioned items will entitle iCRA to set a revised schedule, as well as to pass on to the client the costs incurred due to waiting periods.

3.6

iCRA may replace employees performing the Work with other employees. iCRA may engage third parties to perform (part of) the agreement (under iCRA's responsibility).

3.7

The client and iCRA will inform each other of details which become apparent while performing the agreement or during the performance of the agreement, and which in all reasonableness are expected to be relevant to the other Party.

Article 4 Reporting

4.1

iCRA will report to the client on the progress of the Work in accordance with the Quotation or Project Plan. If not agreed otherwise, the reporting will occur in writing or electronically.

4.2

Results and Reports will be deemed to have been accepted by the Client if iCRA has not received written objections within four (4) weeks after they were sent.

Article 5 Price and payment

5.1

Any amounts mentioned by iCRA in the Quotation or Project Plan will be in euros, and is exclusive of Value Added Tax (VAT) and other taxes and levies.

5.2

Unless agreed otherwise in the Quotation, the amount mentioned will be a fixed price. iCRA may index the costs of the portion of the Work not yet performed each January 1st in accordance with the annual adjustment of the rates applicable at iCRA.

The costs for additional work may only be charged on to the client if the client has agreed to this in writing or electronically beforehand.

5.3

iCRA will invoice the price in conformity with the schedule included in the Quotation. In the absence of such schedule, iCRA may demand pre-payment and/or issue interim invoices. Invoices must be paid by the client within thirty (30) days of the invoice date or within the specified period.

5.4

If an invoice has not been paid within thirty (30) days of the invoice date in conformity with Article 5.3, iCRA may increase the invoice amount by contractual default interest of one percent (1%) per month or portion thereof. iCRA may charge the collection costs to the client as well.

5.5

Rights will be granted or transferred to the client under the suspensive condition that the client has fully paid to iCRA all amounts owed in connection with the agreement.

Article 6 Confidential Information

6.1

The receiving Party must treat the Confidential Information as confidential, keep it secret and not use it for any other purpose than performing the agreement.

6.2

The obligations in Article 6.1 will not apply to Confidential Information as to which the receiving Party can demonstrate:

- it was already in the public domain at the time it was furnished or, has become public thereafter through no fault on the part of the receiving Party;
- it was already in receiving party's possession at the time it was furnished to it;
- it was obtained from a Third-party not under any obligation of confidentiality and, to the best of recipient's knowledge, did not originate from the disclosing Party;
- it was obtained from its own research, without the Confidential Information received having been used in any way.

6.3

The obligations arising from Article 6.1 will not apply if and insofar as they are inconsistent with iCRA's statutory duties and obligations or iCRA foresees a serious threat to people, property, the environment or public health in in that respect. In these instances, iCRA will, if possible, consult with the client before disclosing the Confidential Information.

6.4

The receiving Party may disclose the Confidential Information if and insofar as it is required to do so under the law or an order by a judicial body, administrative body or a government institution. In such case, the

receiving Party will immediately inform the disclosing Party of this, so the disclosing Party will have the opportunity to intervene and possibly prevent disclosure.

6.5

Results will be considered iCRA's Confidential Information and must therefore be treated by the client in conformity with this Article 6.

6.6

The obligations concerning Confidential Information will continue to apply for five (5) years after the agreement ends.

Article 7 Institutional knowledge and Results

7.1

iCRA and the client will each remain entitled to their Institutional knowledge. Except for purposes of performing the Work, the parties do not grant each other any rights to use the Institutional knowledge.

7.2

iCRA will be entitled to any improvements or modifications to iCRA's Institutional knowledge, unless such an improvement or modification is the express purpose of the Work.

7.3

iCRA will hold the rights to the Results and will be solely entitled to the intellectual property rights to these Results (and will have the exclusive right to apply for such rights). The client will provide any necessary cooperation to iCRA with respect to filing an application for an intellectual property right.

7.4

Within the scope of the Work described in the Quotation and/or Project Plan, the client will receive a non-transferable, non-sub-licensable and non-exclusive right to use the Results, as well as the right to reproduce Reports and other documents in its entirety and solely for internal use.

7.5

iCRA will always retain the right to use the Results for internal purposes and teaching.

Article 8 Publication

8.1

Subject to the provisions in Article 6, iCRA may publish the Results. During the term of the Work, iCRA will submit a proposed publication of the Results to the client in writing.

If iCRA has not received a written response from the client within thirty (30) days after written notice of the proposed publication to the client, the client will be deemed to have consented to the proposed publication.

A substantiated written request by the client to postpone publication will be granted if the proposed publication of the Results also includes client's Confidential Information. iCRA will delete the Confidential Information from the proposed publication in that case. Publication will be permissible afterwards.

8.2

The client may not publish a Report or Result issued by iCRA (or cause this to be published) in whole or in part without iCRA's prior written permission. 'Publication' will also include providing Reports or Results to third parties for inspection, use for judicial proceedings, advertising and canvassing in a more general sense.

8.3

The parties may not use each other's name or logos in any connection whatsoever, with the exception of iCRA's right to state, in publishing the Results, the name of the client as the Party financing the Work.

Article 9 Liability

9.1

iCRA's total liability ensuing from or relating to the agreement will be limited to at most the amounts paid by the client to iCRA in connection with the Work.

9.2

iCRA will not be liable for loss or damages that the client suffers on account of the client's use of the Results or on account of negative publicity, nor will iCRA be liable for lost turnover, lost profits, reputational damage, or the loss of data and/or materials.

iCRA does not accept any responsibility for such risks as loss of life, accidents, illness, loss of property and theft incurred in relation to your participation in an open-entry course.

9.3

The foregoing liability limitations will not apply if and insofar as liability was caused by wilful misconduct or deliberate recklessness on iCRA's part.

9.4

iCRA will not assume any liability for loss or damages resulting from defects in items supplied to iCRA, such as software, which iCRA re-supplies to the client, unless and insofar as iCRA can recover this damage from its supplier.

9.5

Any claim against employees or persons engaged by iCRA will be precluded. Employees and persons engaged by iCRA may always invoke this third-party clause stipulated for their benefit.

9.6

The client will indemnify iCRA against third-party claims relating in any way to the Work performed by iCRA for the client or ensuing from the use of the Results. The client will indemnify iCRA against third-party claims ensuing from the use of items or data that the client has provided to iCRA in performing the agreement.

Article 10 Force majeure

If iCRA or the client cannot fulfil its contractual obligations due to a situation of force majeure, the Party concerned may suspend its obligations while this situation exists, provided the other Party has explicitly been informed in writing immediately after the situation arises. 'Force majeure' will refer to situations which impede performance of the agreement, which are not the fault of the Party experiencing the force majeure situation, and for which this Party is not liable pursuant to the law, legal acts or generally accepted standards, including, but not limited to, the absence of personnel because of illness.

Article 11 Termination

11.1

If a Party breaches an obligation ensuing from the agreement and performance has not become permanently impossible, the other Party will offer the breaching Party a reasonable period for correction through written notice to the breaching Party. If the breaching Party is in default, the other Party may – without prejudice to the right to compensation – immediately rescind the agreement through a registered letter, unless the breach, in light of its special nature or minor significance does not justify rescission with its consequences. If the agreement has duly been rescinded, any claims of the rescinding Party against the breaching Party will become immediately due and payable.

11.2

The parties will only be entitled to terminate the agreement immediately through a written letter in the following instances:

- a. if the other Party is declared insolvent or is granted a suspension of payments, or a request to that effect has been filed;
- b. if the other Party's business is liquidated or shut down;
- c. if a situation of force majeure – as stated in Article 10 – is present, and this situation has lasted longer than ninety (90) days.

11.3

In the event of interim or other termination or rescission of the agreement, the parties will still be bound by Articles 1, 2.3, 6, 7, 8, 9 and 11.3 of these General conditions Assignments, all of this – if applicable – for the period stated in the relevant article.

Article 12 Miscellaneous

13.1

Any claims by the client for compensation will lapse twelve months after the Work to which these claims pertain was performed.

13.2

Changes to these General conditions Assignments or the Quotation (including additional work) will only be valid if they have been agreed on by the parties in writing or electronically.

13.3

If it turns out that a Party cannot invoke one or more provisions of these General conditions Assignments at law, the agreement and the terms and conditions applicable to it will otherwise remain in force. If the situation described above occurs, the aforementioned provision will be replaced with a provision that, in terms of the substance, approximates the object and effect of the provision replaced as much as possible.

13.4

The client may not transfer the rights and obligations under this agreement to a Third-party without iCRA's prior written permission, which permission will not unreasonably be withheld. iCRA may transfer the agreement to any legal successors. A transfer will not affect the confidentiality obligations agreed on by the parties.

13.5

If different documents are inconsistent with one another, the following order of priority will apply: (1) Quotation; (2) General conditions Assignments and (3) Project Plan.

Article 14 Disputes and applicable law

14.1

The agreement and legal relationships between iCRA and the client are governed by Dutch law.

14.2

Any disputes that arise in connection with the agreement or later agreements ensuing from it will be settled by the Gelderland District Court, Arnhem location.

C. General Conditions Open-entry courses (general conditions for open-entry courses offered by iCRA)

Article 1: Applicability of the General Conditions Open-entry courses and Conclusion of the Agreement

1.1

iCRA is a Foundation registered in The Netherlands. iCRA organises Open-entry courses in the Netherlands as well as in other countries and both online and face-to-face or in a combination of both (jointly referred to as “Courses” and separately as the “Course”).

These general conditions Open-entry courses (“**General Conditions Open-entry courses**”) apply both to the present agreement and to all future agreements pertaining to the Services entered into between iCRA and the client (“**Client**”) (“**Agreement**”). These General Conditions Open-entry courses apply both to the Client/legal person purchasing Courses for its course participants and to the Client/natural person who is also a course participant himself or herself (“Participant”).

If the participant has a scholarship from a sponsor with whom iCRA has a separate agreement, additional conditions may apply. These are available at request or on the website of iCRA (<https://www.icra.global/courses>).

1.2

iCRA explicitly declares the general conditions of the Client to be inapplicable. If iCRA’s General Conditions Assignments also apply to the Agreement, the present General Conditions Open-entry courses prevail as far as the delivery of Courses is concerned. iCRA may modify these General Conditions Open-entry courses at any time. The most recent version of the General Conditions Open-entry courses can be found at the website of iCRA (<https://www.icra.global/courses>).

1.3

The Agreement is formed (i) if the Client is a natural person, at the time when the Client registers by using the on-line registration form, accepts the General Conditions Open-entry courses by clicking the button and will only be concluded when the application of the client has been approved and confirmed by iCRA’s Notice of provisional admission (“**Notice of provisional admission**”); or (ii) if the Client is a legal person and/or iCRA offers participation to Courses, by the Client’s signature of approval on iCRA’s written offer.

1.4

It is expressly agreed that these General Conditions Open-entry courses between iCRA and the Client exclude the applicability of any terms and conditions, of whatever nature, used by the Client, even if these terms and conditions stipulate priority.

1.5

Courses will be executed within the framework of the iCRA Code of Conduct which describes general principles of good practice and the social responsibility of iCRA. The Code of Conduct can be found at the website of iCRA (<https://www.icra.global>).

Article 2: Price and Payment

2.1

The price agreed between the parties ("**Price**") for Courses to participate in is exclusive of all charges, taxes, excise duties, levies, import duties, export duties, and other costs of, among other things, accommodation, travel to and from the course location, insurance, translations, and authentications, as well as all other external costs, which are payable by the Client.

Expenses for a compulsory health insurance will be charged additionally.

Any requests for Additional arrangements ("**Additional arrangements**") for, among other things, accommodation and travel during the course period, will be invoiced additionally.

2.2

The Client undertakes to pay the Price to iCRA in euros within 30 days of the invoice date, unless otherwise indicated on the invoice, by transfer to the bank account designated by iCRA.

Payments must be effected without tax deduction and without setting off or applying any counter claims. Any transfer fees charged by either the paying bank or the recipient bank are for the account of the client.

Additional arrangements will only be made if they are fully paid by the Client.

Clients who have fully paid their invoices or clients who's scholarship application has been approved officially by the scholarship provider and have confirmed their availability to participate in the Course, receive a Formal letter of admission ("**Formal letter of admission**").

2.3

If the Client fails to pay the Price within the specified period, iCRA may charge a statutory interest rate applicable in the Netherlands on the overdue payments, without further notice of default being required and without prejudice to all other rights. All costs and expenses made by iCRA in connection with the collection of overdue payments, including any reasonable lawyer's fees, expert fees, court fees, and other legal costs, are payable by the Client.

2.4

Any complaints regarding an invoice must be submitted to iCRA within 14 days of the invoice date. After expiry of this term, the Client is deemed to have approved the invoice.

Article 3: Change to the Course and Cancellation

3.1

With regard to Courses provided by iCRA through (on-line) registration, iCRA has the right to reschedule the Courses to another date or to cancel them up to two months prior to the commencement date of the course, if it deems necessary (e.g. because the minimum number of Participants has not been met). In the event of cancellation by iCRA, the Client has the right to repayment of the amounts already paid, but it does not have any further right to damages.

3.2

If it deems this necessary, iCRA may change and/or supplement the contents of the Course by replacing trainers or otherwise. This change and/or supplement will not adversely affect the quality of the Course.

3.3

Without prejudice to that which has been stipulated in these General Conditions Open-entry courses with regard to courses through on-line registration, the Client may cancel his/her participation free of charge up to 2 (two) months prior to the commencement date of the Course. In the event of a cancellation within a period from 2 (two) months to 4 (four) weeks prior to the commencement date of the Course, the Client is obliged to pay 30% of the Price, in the event of a cancellation within a period of 4 (four) weeks to 2 (two) weeks prior to the commencement date, the Client is obliged to pay 60% of the Price and in the event of a cancellation within a period of 2 (two) weeks prior to the commencement date or a the Client does not show up ("**No-show**"), the Client is obliged to pay 100% of the Price. The Client is entitled, however, to send a replacement by providing the details of such person and this person is approved and confirmed by iCRA's Notice of provisional admission.

Exception: *In the event the Participant is a scholarship holder of a Nuffic scholarship programme, the participant may cancel his/her participation free of charge up to 1 (one) month prior to the commencement date of the Course. In the event of a cancellation within a period of 1 (one) month prior to the commencement date of the Course or a No-show, the Participant is obliged to pay 100% of the tuition fee.*

In the event of a cancellation of Additional arrangements, the Client will be refunded the amount which has been received by iCRA after deduction of the cancellation expenses charged by third parties to iCRA and a cancellation fee of 50 Euros.

3.4

Without prejudice to the above, the Participant registering for a Course through on-line registration has a reflection period of 14 (fourteen) days (right of withdrawal) after having registered on-line, unless otherwise agreed. The Participant can make use of this right of withdrawal by sending an unambiguous statement within that period by post or e-mail that the Agreement must be dissolved.

Article 4: Limitation of Liability

4.1

iCRA is not liable for any loss incurred by the Client and third parties, and the Client indemnifies iCRA against any third-party claims ensuing from the Agreement, unless the loss has been caused due to intentional act or gross negligence on the part of iCRA.

4.2

iCRA is only liable for any loss incurred by the Client as a result of a failure by iCRA to execute the Agreement or to do so in time, yet only to a maximum amount that is equal to the amount payable by the Client to iCRA pursuant to the Agreement. iCRA is not liable for any indirect loss, consequential loss, loss resulting from lost profits, et cetera.

4.3

If the loss is not notified to iCRA by the Client in writing within 21 (twenty-one) calendar days of the discovery thereof, the Client's claim for damages shall lapse. All claims shall lapse in any case after a period of 12 (twelve) months after the date on which the claim arose.

Article 5: Suspension and Termination

5.1

If:

(a) the Client fails to perform its obligations towards iCRA; or

(b) iCRA has reasonable doubts with respect to the Client's performance of its obligations towards iCRA, and the Client, at iCRA's request, fails to provide sufficient security to iCRA for its performance, and it fails to do so before the scheduled Course, i.e. at least within the period of iCRA's request for such security; iCRA may, without prejudice to any other rights of iCRA, immediately suspend its performance or terminate the Agreement by giving notice in writing, unless the Client pays in advance in cash or as yet provides sufficient security to iCRA, all this without court intervention and without this resulting in any liability for iCRA, of whatever nature, ensuing from or in connection with the suspension or termination referred to. All outstanding claims of iCRA against the Client regarding the Course provided to the Client will become immediately due and payable.

As soon as the Client provides sufficient security or pays in advance in cash, the parties will, in close cooperation, agree on another suitable date for the Course. If the parties fail to agree on a suitable date, either Party may terminate the Agreement without being obliged to pay any damages.

Article 6: Force Majeure

6.1

iCRA is not obliged to fulfil any of its obligations towards the Client if the execution of its Courses is hindered by a circumstance that is not caused by its fault and cannot be attributed to it by law, by a legal act or by generally accepted practice.

6.2

In these General Conditions Open-entry courses, the term 'force majeure' means in any case all external causes that, upon entering the Agreement, were not to be foreseen by iCRA or cannot be influenced by the it, as a result of which iCRA cannot fulfil its obligations, such as floods, earthquakes, fire, lightning, pandemics, strike, failure of mains services, actions by the authorities, legislative amendments, war, civil unrest and strikes. iCRA also has the right to invoke force majeure if the circumstance obstructing the fulfilment of the Agreement, wholly or in part, commences after iCRA has had to fulfil its Agreement/obligations.

6.3

iCRA may suspend its obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 2 (two) months – or if it is envisaged that this period will last longer than 2 (two) months – the parties will hold consultations in order to find a suitable solution. If the force majeure lasts longer than 3 (three) months, each of the parties has the right to terminate the Agreement, without any obligation to pay damages to the other Party.

Article 7: Independent Relationship

7.1

iCRA and the Client act as independent parties. The relationship ensuing from these General Conditions Open-entry courses should not be regarded as one of mandate or agency. Neither Party has the right to bind the other Party on behalf of a Third-party.

Article 8: Non-Assignment Clause

8.1

Neither Party is permitted to assign or otherwise transfer the Agreement or the rights and obligations ensuing from the Agreement to a Third-party without the other Party's prior written consent.

Article 9: No Waiver

9.1

If iCRA fails to enforce any provisions of these General Conditions Open-entry courses, this will not be interpreted as a waiver of iCRA's right to enforce said provisions, and iCRA's rights will not be affected by

any delay in the enforcement of said provisions or the failure to do so. If iCRA waives its rights regarding the Client's failure to fulfil its obligations, this does not constitute a waiver with respect to all other, previous or later cases of non-fulfilment.

Article 10: Nullity and Replacement Clause

10.1

If any provision of these General Conditions Open-entry courses is declared invalid or unenforceable (in a specific jurisdiction), this will not in any way affect the validity or enforceability of the other provisions and it will be separated from the other provisions. The parties will replace the relevant provision that has been declared invalid or unenforceable by provisions that, as far as possible, retain the legal and economic purport of the original provision, with due observance of the Agreement in its entirety.

Article 11: Compliance with Legislation and Regulations

11.1

iCRA performs the Courses to the best of its ability. Any information provided by iCRA in the context of the Course does not affect the fact that the Client or the Participants are obliged to use their own expertise and judgment when applying that information.

11.2

Data that are filled in by the Participant in the registration system are retained for 7 (seven) years. The purpose of this is to provide information at the request of the Participant about the training activities followed by the Participant and demonstrability during audits aimed at registration and improvement of training activities. At the written request of the Participant, his / her data will be removed from the registration system after the legal retention period of five years has past.

Article 12: Intellectual property

12.1

The intellectual property rights to the materials forming part of the Course in the broadest sense, including but not limited to rights to course material and equipment, copyrights to all study material, syllabuses, presentations, reports, accounts, and other publications drawn up by or on the instruction of iCRA are and continue to be held by iCRA.

12.2

Unless otherwise expressly agreed in writing, the Agreement does not grant any intellectual property rights to the Client.

12.3

iCRA has the right to use the knowledge developed in the execution of the Agreement for other purposes as well, including scientific research, provided that this is done without disclosing any strictly confidential information of the Client to third parties, and provided also that this is done with due observance of the applicable privacy legislation and regulations.

12.4

iCRA is and remains holder of the copyright to reports and other publications of iCRA drawn up or written by iCRA. Without the express prior written consent, neither the Client nor any other party is permitted to reproduce the material.

Article 15: Prohibition on Bribery

15.1

The parties undertake not to offer each other or third parties, nor to ask or accept from or be promised by each other or third parties, for themselves or any other party, any gift, remuneration, compensation or benefit – of whatever nature – that could be interpreted as an illegal practice. Such a practice may be a reason for terminating all or part of the Agreement.

Article 16: Complaints Procedure, Settlement of Disputes, and Applicable Law

16.1

If the Client has a complaint about the Course, the Client must submit this complaint to the director of iCRA in writing.

16.2

Any disputes in connection with the execution of and/or ensuing from the Agreement, which are not based on a complaint or based on a complaint that has been declared unfounded, will be solved initially by the parties in consultation and to the best of their abilities.

16.3

Any disputes in connection with the execution of and/or ensuing from the Agreement or any further agreements deriving from it will be settled by the Gelderland District Court, Arnhem location.

16.4

The Agreement between parties is exclusively governed by Dutch law.