

Internal Reference	Order No.	Subject / Article	Question	Antwoord
987 929	51	Appendix 09 ARBIT	Can we please specify that the “contract amount” for purposes of limitation of liability will be limited to five years? It is not equitable that if the contract has been renewed, that liability would keep expanding beyond the initial committed term of five years.	De contract som is gerelateerd aan de contract termijn, elke verlening is een nieuwe contract termijn
987 925	48	Attachment 08 Draft Agreement	We maintain the position that termination for convenience in 9.2 and 9.3 is inconsistent with the spirit of a 5-year term. You would still have the right to terminate for uncured breach. Instead of 9.2 and 9.3, we can agree to a clause that states that you can terminate if you suffer a significant economic downturn and/or loss of students. Can you please consider this position?	Niet akkoord
987 924	47	Attachment 08 Draft Agreement	We continue to have issues with the language in 9.1; we can provide what we are including in our proposal; to say that it must meet what you “expect” goes well beyond that, since we cannot provide more than what we propose. All we ask is that you add “in accordance with Contractor’s Proposal”. Can you please make this change?	Niet akkoord, artikel 9.1 is beperkt tot de verwachtingen die de Hogeschool mag hebben op grond van de overeenkomst inclusief bijlagen, waaronder de offerte van de opdrachtnemer.
987 923	46	Appendix 09 ARBIT	As we must retain all rights to our services and we do not expect to be creating any intellectual property (IP) for you, we ask that this be made clear in the Draft Agreement and we can agree to add a statement to say that if we do create any IP for you, we will agree to grant ownership and other rights in the specific statement of work related to that IP. i.e.: “Notwithstanding Article 8.1.a of the ARBIT, the parties acknowledge that Contractor owns all IP related to its platform, as well as templates, processes and methodologies used for all its clients generally. If Hogeschool Rotterdam and Contractor agree that Contractor will be creating any IP specifically for Hogeschool Rotterdam to own, such ownership rights will be agreed in advance and included in the relevant work order for those items.”	Niet akkoord. In artikel 8 van ARBIT is reeds afdoende geborgd dat een overdracht van intellectuele eigendomsrechten enkel betrekking heeft op een Prestatie die specifiek voor Opdrachtgever is of wordt ontworpen of vervaardigd en/of onder leiding of toezicht van Opdrachtgever dan wel aan de hand van diens instructies of ontwerpen is of wordt gerealiseerd. Daaruit blijkt dat bijvoorbeeld intellectuele eigendomsrechten omtrent standaardprogrammatuur van een SaaS-oplossing niet vallen onder de reikwijdte van de in artikel 8 omschreven overdrachtsverplichting.

987 922	45	Appendix 09 ARBIT	ARBIT 8.7: We understand that you want to keep the termination right, but we ask that it be stated that you will only exercise your termination right if we confirm that we are unable to correct the infringement by repairing or replacing within a reasonable time. ARBIT 17.3: We are ISO 27001 certified and are already audited by third parties. Can the agreement please state that our ISO certification is evidence of having met the requirement in ARBIT 17.3? ARBIT 17.5: We are still of the opinion that this penalty is excessive. We ask that it be capped at 25.000 EUR. In addition, we ask that clarity be added to ensure that such amount will apply to the entire breach incident and not to each individual exposure resulting from the breach. ARBIT 84.3: Please understand that we are on a continuous delivery model and minor modifications must be accepted when they are released. We agree that you will have a testing period for major disruptive changes. Can this please be added to the Draft Agreement: "Notwithstanding Article 84.3 of the ARBIT, the parties agree that a testing and evaluation period will only apply to major disruptive changes in New Versions."	T.a.v. artikel 8.7: niet akkoord T.a.v. artikel 17.3: niet akkoord T.a.v. artikel 17.5: niet akkoord T.a.v. artikel 84.3: Opdrachtgever is ermee akkoord dat het in artikel 84.3 aangehaalde test- en evaluatieproces alleen betrekking heeft op major disruptive changes, waarbij major disruptive changes nader door partijen zal worden gedefinieerd in de overeenkomst.
987 922	45	Appendix 09 ARBIT	ARBIT 26.4.d: As mentioned earlier (and we understand this is an issue for all respondents), unlimited liability is not feasible as we could not maintain our business if there is a major issue. As it is possible to derogate from the ARBIT clauses, and there is an agreed limitation of liability of 2.5M EUR in the SURF Agreements, can we please use that amount as a liability cap for breaches as set out in ARBIT 26.4.d?	Niet akkoord
987 564	12	Appendix 10 DPA	DPA 10: Regarding liability, we have the same comment as with ARBIT 26.4.d: As mentioned earlier (and we understand this is an issue for all respondents), unlimited liability is not feasible as we could not maintain our business if there is a major issue. As there is an agreed limitation of liability of 2.5M EUR in the SURF Agreements, can we please use that amount as a liability cap for breaches as described in this DPA?	Niet akkoord
987 562	10	Appendix 10 DPA	We are ISO 27001 certified and are already audited by third parties. Can the agreement please state that our ISO certification	Akkoord

			is evidence of having met the requirement for any third party audits, and that no other audits need to be conducted? We also maintain that we can only share summaries of reports, because to disclose the full detailed reports would compromise the security of our systems; we hope you will accept this explanation and change this clause accordingly.	
987 561	9	Appendix 10 DPA	Audit requirements in DPA: As we are ISO 27001 certified, please confirm our understanding that this certification alone meets all your audit requirements in the DPA, including section 5.3.	Akkoord
987 553	1	Process	We understand that any screenshots/images included in line with our response will count toward the page count allotment. Is this a correct interpretation? If so, may screenshots/images be appended to the end of a response/document without counting toward the page count allotment (so they can be conveniently considered in proximity to the response)?	Het maximumaantal pagina's is inclusief afbeeldingen. Afbeeldingen elders opgenomen zullen niet worden beoordeeld.
		Service management	In relation to Requirement 125 of the Eisenlijst, where you require a vendor to provide a monthly report, we would still require clarity. We would provide the information on demand, and we would ask that the practical implementation of how you receive the information can take place in good consultation. Does Hogeschool Rotterdam agree to this approach?	Op het moment dat wij on demand informatie nodig hebben en dit beschikbaar wordt gesteld dmv een portal dan voldoet dat aan de eis.