



CHAPTER I GENERAL

1. Definitions

- 1.1. TU Delft: possessing a legal personality in accordance with Section 1.8, paragraph 2 of the Higher Education and Research Act (*Wet op het hoger onderwijs en wetenschappelijk onderzoek*, WHW), with registered offices and principal place of business in Delft at Stevinweg no. 1;
- 1.2. Service Provider: the counterparty with which TU Delft has entered into an Agreement;
- 1.3. Professional errors: shortcomings, such as mistakes, negligence, omissions, failures, incorrect advice, which a competent and prudent Service Provider should avoid in the given circumstances and with due observance of normal care and with normal professional knowledge and a normal method of exercising its profession;
- 1.4. Services: the work to be carried out for TU Delft;
- 1.5. Agreement: the arrangements between TU Delft and the Service Provider recorded in writing;
- 1.6. Party: TU Delft or the Service Provider;
- 1.7. The Parties: TU Delft and the Service Provider jointly;
- 1.8. The Personnel of the Service Provider: the personnel or auxiliary persons to be engaged by the Service Provider in the performance of the Agreement.

2. Applicability and conclusion of the Agreement

- 2.1. These terms and conditions apply to all requests for quotations, offers or acceptances concerning Agreements according to which TU Delft is enlisting services. By accepting an order/commission, the Service Provider accepts the applicability of these terms and conditions, and the

exclusion of its own terms and conditions of sale and delivery.

- 2.2. The Agreement will take effect at the moment that TU Delft receives the confirmation sent by the Service Provider, which must have been received within seven working days of TU Delft's having sent the order/commission. If it does not receive it, TU Delft is entitled to consider the Agreement not to have been entered into unless the Agreement has already been signed by both Parties, in which case the Agreement will have been entered into with immediate effect upon this signing.
- 2.3. In the event of differences between the order/commission and its confirmation, the content of the order/commission will serve as the content of the Agreement between TU Delft and the Service Provider.
- 2.4. TU Delft is entitled to prescribe the use of a specific form by the Service Provider.

3. Amendments

- 3.1. Amendments to this Agreement and any deviations from these terms and conditions will only take effect if agreed upon in writing between TU Delft and the Service Provider by officials authorised to do so.
- 3.2. If amendments result in an increase or decrease in costs, any resulting change to the purchase price must be agreed upon in writing between the Parties.

CHAPTER II PERFORMANCE OF THE AGREEMENT

4. Duty of care

- 4.1. The Service Provider shall ensure that the Services provided by it or on its behalf meet the requirements laid down in the Agreement.
- 4.2. The Service Provider ensures that the Services to be provided by or on



behalf of it will be performed in a professional manner and that in its work it will apply due care as befits a good Service Provider.

5. Assessment and acceptance

- 5.1. TU Delft will assess the results of the Services within a period of 30 days after performance of the work. If TU Delft deems the results satisfactory, it will accept them by issuing a notification to the Service Provider.
- 5.2. If TU Delft deems the results of the Services to be unsatisfactory, it will send the Service Provider a notification of non-acceptance.
- 5.3. TU Delft may have the results of the Services assessed by third parties.
- 5.4. TU Delft is not required to make any payment to the Service Provider before acceptance has taken place.

6. Replacement of persons charged with performing the Services

- 6.1. The Service Provider is not entitled to replace the persons charged with performing the Services without written permission in advance from TU Delft. TU Delft will not refuse such permission on unreasonable grounds. Conditions may be attached to this permission.
- 6.2. If TU Delft demands the replacement of Personnel that is charged with performing the Services because it believes that this is in the interest of a proper implementation of the Agreement, the Service Provider shall comply with this.
- 6.3. When replacing Personnel charged with performance of the Services, the Service Provider will make available replacements who are at least equal in quality in terms of expertise, qualifications and experience.

7. Timing of the performance of Services

- 7.1. The Service Provider will perform the Services at the time specified in the Agreement.
- 7.2. If no arrangements are made in the Agreement regarding the location at which the Service Provider will perform its activities, these will be performed at the offices of TU Delft.
- 7.3. If the Service Provider knows or expects that the Services cannot be performed on time, it is obliged to notify TU Delft of this immediately. The Service Provider is liable for any damage suffered by TU Delft as a consequence of the delay and late reporting of this delay.

8. Use of TU Delft property

- 8.1. All models, plates, films, drawings, photographs, stamps, other image, sound and information media, and other tools and resources placed at the disposal of the Service Provider by TU Delft or made or purchased by the Service Provider on the instructions and at the expense of TU Delft will remain or become the property of TU Delft.
- 8.2. The Service Provider will place these resources at the disposal of TU Delft at the latter's first request and in good condition. Failure to do so will result in the Service Provider's being liable for any damages caused by the delay suffered or to be suffered by TU Delft.
- 8.3. After completion of the relevant work, the Service Provider is obliged to make available to TU Delft the tools or resources, in whatever form, that it has at its disposal within the framework of this Agreement. Failure to do so will result in the Service Provider's being liable for any damages suffered or to be suffered by TU Delft.
- 8.4. The Service Provider will keep these tools or resources in good condition and insure them for fire and theft and



- keep them insured, if and insofar as they fall under its supervision.
- 8.5. If the Service Provider fails to return these tools or resources to TU Delft at the agreed time or at the time referred to in paragraph 3, does not return them completely or returns them damaged, it will be liable to pay TU Delft compensation for loss. TU Delft will be entitled to deduct this compensation for loss from the fee payable by it pursuant to this Agreement.
- 8.6. The Service Provider is not entitled to use these tools or resources for any other purpose than that pursuant to the Agreement concluded with TU Delft. It is also not permitted to make these tools or resources available to third parties.
- 9. Services of third parties**
- 9.1. The Service Provider is only permitted to make use of the services of third parties in the performance of the Agreement with the permission of TU Delft. TU Delft will not refuse such permission on unreasonable grounds. TU Delft is entitled to attach conditions to such permission.
- 9.2. If the Service Provider makes use of the services of third parties, it will remain fully liable for compliance with the obligations to which it is subject pursuant to the Agreement and pursuant to tax and social insurance legislation. The permission granted by TU Delft as referred to in the first paragraph does not release the Service Provider from this liability.
- CHAPTER III RELATIONSHIP BETWEEN THE PARTIES**
- 10. Confidentiality**
- 10.1. The Service Provider undertakes to observe confidentiality with regard to anything of which it becomes aware in the implementation of the Agreement which it knows to be or can reasonably assume to be confidential in nature, unless obliged to announce it or make it public as a result of a statutory obligation or a court of arbitration ruling.
- 10.2. The Service Provider is obliged to require its Personnel to observe this duty of confidentiality.
- 10.3. The Service Provider will ensure that its Personnel observes the privacy rules applied by TU Delft insofar as they are involved in performing the work for TU Delft. By accepting the order/commission, the Service Provider declares that it is aware of these rules and agrees to them.
- 10.4. The Service Provider is obliged, after completion of the work for TU Delft, to hand over or provide to TU Delft all data that TU Delft made available to it in the context of the Agreement.
- 10.5. TU Delft will be entitled to include a penalty in the Agreement with regard to the obligations mentioned in this article. The payment of the penalty, which can be demanded immediately, will have no influence on the payment of any damages resulting from the failure to meet the rules governing confidentiality.
- 11. Security**
- 11.1. The Service Provider must require that Personnel involved in the performance of the work for TU Delft must comply with the security procedures and internal rules of TU Delft. TU Delft will notify the Service Provider in good time regarding these procedures and rules.
- 11.2. TU Delft may stipulate that certificates of good behaviour are submitted for the Personnel of the Service Provider no later than three working days before commencement of the work at TU Delft.
- 11.3. TU Delft can subject the Personnel of the Service Provider to security screening. The Service Provider must provide its full cooperation with this



screening. On the grounds of the results of such security screening, TU Delft can refuse the deployment of the member of Personnel in question without providing reasons.

CHAPTER IV PAYMENT FOR VARIATIONS IN THE AMOUNT OF WORK AGREED

12. Additional work and reduced work

- 12.1. Additional work refers to a situation in which the obligations of the Service Provider are demonstrably increased or extended as a result of additional requirements or a change of perspective on the part of TU Delft or a change to relevant legislation, in a way that was not foreseeable when the Agreement was entered into.
- 12.2. Reduced work refers to a situation in which the obligations of the Service Provider are demonstrably lightened or reduced as a result of a change of perspective on the part of TU Delft or a change to relevant legislation, in a way that was not foreseeable when the Agreement was entered into.
- 12.3. That stipulated in Article 3 applies *mutatis mutandis* with regard to the performing of additional work or the offsetting of reduced work.

CHAPTER V FINANCIAL PROVISIONS

13. Prices

- 13.1. Prices are exclusive of VAT and include all costs that the Service Provider incurs to fulfil its obligations, unless otherwise stated in the Agreement. These costs will, in all events, include the Services performed, travel and accommodation costs, office and secretarial costs and the costs of the necessary equipment and materials.
- 13.2. The prices are fixed, unless the Agreement states the conditions that may lead to price modifications and

the manner in which such modifications can take place.

- 13.3. Prices are in euros, unless otherwise stated in the Agreement.

14. Salary tax & social security

- 14.1. If requested to do so, the Service Provider is obliged to provide TU Delft at the start of the work and every six months thereafter with a statement from the Tax and Customs Administration or from a chartered accountant indicating that the Personnel employed by the Service Provider and working at TU Delft within the framework of the Services to be provided have had all social security contributions and taxation deducted correctly, completely and on time. If the Service Provider fails to cooperate with this obligation, TU Delft will be entitled to dissolve the Agreement with immediate effect in accordance with that stipulated in Article 19.
- 14.2. The Service Provider indemnifies TU Delft against all claims from the employee insurance implementation body ("*Uitvoeringsinstituut werknemersverzekeringen*") and/or the Tax and Customs Administration regarding any social security contributions and/or taxation not deducted. The Service Provider will completely indemnify TU Delft for any damage that TU Delft may suffer now or in the future as a result of any such claims.
- 14.3. The Service Provider indemnifies TU Delft for claims arising from or related to the Foreign Nationals (Employment) Act ("*Wet arbeid vreemdelingen*") and related legislation and regulations, if these are the result of actions or omissions by the Service Provider.

15. Invoicing and payment term

- 15.1. The entitlement to payment will arise after approval by TU Delft of the results of the Services performed. The



- Service Provider will issue an invoice within 30 days after acceptance.
- 15.2. The Service Provider will send an invoice quoting the purchase order number. The invoice must meet the invoice requirements set by the Dutch Tax and Customs Administration.
- 15.3. The invoice should be directed to:
TU Delft
Stevinweg 1
2628 CN DELFT
- 15.4. Invoices are to be submitted to TU Delft in XML format via the prescribed digital suppliers portal.
- 15.5. Invoices and payments will be in euros and include VAT. For businesses exempt from turnover tax, and where use is made of the reverse-charge mechanism provided for in tax legislation, payment will not include VAT.
- 15.6. If payment in accordance with retrospective costing has been agreed upon, the Service Provider must issue an itemised invoice and invoice in the manner indicated by TU Delft, if appropriate. In the invoice, the Service Provider will include a statement of the number and dates of the days or hours actually and necessarily spent, with a brief description of the work carried out and a description of any travel and accommodation costs insofar as these have not already been included in the price in accordance with Article 13.1.
- 15.7. Additional work must be invoiced separately by the Service Provider after completion of the additional work and acceptance of it by TU Delft. The nature and scope of the additional work must be specified explicitly in the invoices and itemised by means of authentic documents that have been signed for approval by TU Delft (such as work order forms).
- 15.8. Payment of invoices will take place within 30 days of their receipt, providing that the invoices meet the requirements referred to in the previous paragraphs and the services supplied have been accepted.
- 15.9. The costs of obtaining payment extrajudicially, together with statutory interest on the principal sum, will not be owed by TU Delft until 30 days after the day on which the invoice was received in the manner indicated above and provided that it met the requirements set down in this Article.
- 15.10. TU Delft is authorised to set off invoice amounts owed against amounts which the Service Provider owes TU Delft.
- 16. Invoice payment**
- 16.1. TU Delft is entitled to have the invoice sent by the Service Provider checked for accuracy by an auditor to be designated by TU Delft. The Service Provider will, on request, allow the auditor access to books and documents and place all data and information requested at his or her disposal. The audit will be confidential and will not extend beyond that which is necessary for verification of the invoices. The auditor will issue his or her report to the Parties as soon as possible. The costs of the audit will be payable by TU Delft, unless the audit shows that the invoice is incorrect or incomplete, in which case costs will be payable by the Service Provider.
- 16.2. TU Delft will be entitled to postpone for the period of the audit the payment of an invoice or part of it about which the Parties disagree. TU Delft will only make use of this power if it has reasonable doubts about the accuracy of the relevant invoice.
- 16.3. If TU Delft misses a payment deadline or fails to pay an invoice on the basis of suspected substantive incorrectness of said invoice or in the event of inadequate performance of the invoiced Services, this will not give the Service Provider the right to suspend or terminate its work.



17. Advance payments

- 17.1. Without prejudice to the provision in Article 15 paragraph 1, TU Delft can agree with the Service Provider that it is required to make payments for services not yet performed. In such cases, the Service Provider will be required to consent to payment in instalments. The Parties can also agree that the Service Provider will be required to provide TU Delft, prior to the payment and at its own expense and risk, with a 'call off' credit institution guarantee (abstract bank guarantee) for the value of the amount to be paid. The Parties can agree different or additional security in mutual consultation.
- 17.2. TU Delft can stipulate that a form or model stipulated by it must be used for the guarantee referred to above, and that the guarantee is issued by a bank or credit institution to be approved by TU Delft.

CHAPTER VI SHORTCOMINGS

18. Liability

- 18.1. If one of the Parties fails in the performance of its obligations under the Agreement, the other Party can declare it to be in default. The Party in default will, however, immediately be in breach of contract if the time limit for compliance set in the Agreement has been exceeded. The breach of contract will also immediately be in effect if compliance with the obligations in question is already permanently impossible within the agreed time limit, other than as a result of force majeure. Notice of default shall be served in writing, whereby the Party in breach shall be given a reasonable period to comply with its obligations. This deadline shall be final. If compliance is not forthcoming within this period, the Party in default will be in breach of contract.
- 18.2. The notice of default referred to in the previous paragraph will not be required if the period within which the agreed Services should have been performed has been extended before its end. If the compliance referred to in the previous paragraph has also not been attained before the end of the extended period, the Party in default will be in breach of contract immediately as of that moment.
- 18.3. A Party that is demonstrably failing to meet its obligations will be liable vis-à-vis the other Party for the loss incurred or to be incurred, on the understanding that the liability is limited, per event, to an amount of:
- €150,000 for orders with a total value of €50,000 or less;
 - €300,000 for orders with a total value of more than €50,000 but no more than €100,000;
 - €500,000 for orders with a total value of more than €100,000 but no more than €150,000;
 - €1,500,000 for orders with a total value of more than €150,000 but no more than €500,000;
 - €3,000,000 for orders with a total value of more than €500,000.
- In this context, connected events will be deemed a single event.
- 18.4. The limitation of liability referred to above will lapse:
- a. in the event of claims by third parties for compensation for loss resulting from death or injury;
 - b. in the event of intent or gross negligence on the part of the Service Provider or its Personnel;
 - c. in the event of an infringement of intellectual property rights as referred to in Article 21 of these terms and conditions.
- 18.5. If the Service Provider makes use of items that are the property of TU Delft in the performance of the Services, the Service Provider will be liable for damage to these items. The



- graduated scale on liability in the third paragraph is applicable by analogy.
- 18.6. If as a result of the use of items of TU Delft by the Service Provider in the performance of the Agreement the Service Provider incurs loss or damage in any way whatsoever, such damage or loss will be entirely at the expense and risk of the Service Provider. The graduated scale on liability in the third paragraph is applicable by analogy.
- 18.7. The Service Provider will completely indemnify TU Delft against any claims by third parties for compensation for damage or loss resulting from the use of items of TU Delft in the performance of the Agreement. If a third party makes a claim in this regard against TU Delft, TU Delft will immediately notify the Service Provider of this and send it the necessary information. For the rest, TU Delft will refrain from taking any action in this respect unless the Service Provider permits it to do so or if the Service Provider fails to avert the third-party claim. The graduated scale on liability in the third paragraph is applicable by analogy.

19. Termination

- 19.1. If the Service Provider fails to meet any of the obligations arising from an Agreement and does not remedy this failure within a reasonable period after receipt of written notice of default from TU Delft, TU Delft will be entitled to choose to terminate the Agreement with immediate effect or suspend its obligations arising from the Agreement or any other agreements with the Service Provider until these obligations have been met. If TU Delft suspends its obligations in accordance with that stipulated in the previous sentence, this will not provide the Service Provider with any grounds to instigate any claim against TU Delft or to fail to meet its obligations pursuant to the Agreement.

- 19.2. TU Delft can terminate the Agreement by means of a written statement when the Service Provider applies for a moratorium of payments (provisional or otherwise), applies for bankruptcy or is declared bankrupt, or if a request by the Service Provider, a natural person, to declare a debt restructuring arrangement to be applicable is approved by the court, or if the Service Provider loses control of its assets or parts thereof as a result of an attachment, a guardianship order or otherwise.
- 19.3. The termination or cancellation of the Agreement will result in any existing claims by both Parties being immediately enforceable.

20. Force majeure

- 20.1. None of the Parties is obliged to fulfil any obligations arising from an Agreement if it is prevented from doing so by any circumstance that is not its fault and cannot be deemed to be its responsibility in accordance with the law, legal action or generally accepted views.
- 20.2. Force majeure will in any case not be deemed to include illness or incapacity for work of members of Personnel or third parties deployed by the counterparty invoking force majeure, delays caused by suppliers, shortages of materials, the inability to obtain the required licences or permits, and labour conflicts.

CHAPTER VII MISCELLANEOUS

21. Intellectual and industrial property

- 21.1. All intellectual property rights that can be exercised, now and in the future, where and whenever that may be, with regard to the results of the Services performed for TU Delft by the Service Provider, will rest with TU Delft. Under the Agreement, these rights will be transferred by TU Delft



to TU Delft at the moment they come into being, and TU Delft accepts this transfer now and at any time as may prove necessary.

- 21.2. Insofar as the results referred to in the first paragraph come about through the use of existing intellectual property rights that do not belong to TU Delft, the Service Provider will grant TU Delft a non-exclusive user right for an unspecified period. The Service Provider guarantees in such cases that it has the entitlement to grant such user rights.
- 21.3. Insofar as the drafting of further deeds should be required for the transfer of rights referred to in the first paragraph, the Service Provider authorises TU Delft now and irrevocably to draft any such deed and sign it on behalf of the Service Provider, notwithstanding the obligation on the part of the Service Provider to provide its cooperation in the transfer of these rights at TU Delft's first request, without any entitlement to setting conditions in this regard. Insofar as is necessary, the Service Provider hereby irrevocably authorises TU Delft to have the transfer of these intellectual property rights recorded in the relevant registers.
- 21.4. If there is any difference of opinion between the Parties with regard to intellectual property rights with respect to the results of the Services performed, it will be assumed, subject to proof to the contrary, that the rights rest with TU Delft. In all cases, TU Delft will be permitted to make use of the results as intended in the Agreement.
- 21.5. The Service Provider hereby relinquishes vis-à-vis TU Delft any personal rights that may accrue to it, the Service Provider, as stipulated in copyright legislation, to the extent that the applicable regulations permit such relinquishment. The Service

Provider is authorised to relinquish vis-à-vis TU Delft, on behalf of its own Personnel and any auxiliary personnel it has engaged, any personal rights said personnel are entitled to, and will do so, to the extent that the applicable regulations permit such relinquishment.

- 21.6. The Service Provider is not permitted to make available the results of the Services performed to third parties nor to provide third parties with any information about them, unless TU Delft has provided explicit permission for this. TU Delft can attach conditions to this permission.
- 21.7. The Service Provider indemnifies TU Delft against any claims by third parties relating to any breach of intellectual property rights belonging to these third parties, including comparable claims relating to knowledge, unauthorised competition and the like. The Service Provider undertakes to take all measures, at its own expense, that can help prevent delays and limit the additional costs incurred and/or damage as a result of any such breaches.
- 21.8. Notwithstanding that stipulated above, if third parties hold TU Delft liable for breaching intellectual property rights TU Delft is entitled to terminate the Agreement in writing, either wholly or in part, without recourse to the law. TU Delft will not exercise its right to terminate the Agreement without prior consultation with the Service Provider.

22. GDPR

- 22.1. Inasmuch as the Service Provider processes personal data for TU Delft in the performance of the Agreement, the Service Provider will be deemed a processor within the meaning of the General Data Protection Regulation (GDPR). In that case, the Service Provider is obliged to enter into an agreement with TU Delft pursuant to



Section 28 paragraph 3 of the GDPR. The Service Provider is not entitled at any time to use or to allow others to use in whole or in part the personal data to which he has access other than in the performance of the Agreement unless there is a legal basis for doing so. TU Delft can require that a model agreement drawn up by TU Delft be used for the aforementioned personal data agreement.

- 22.2. In the case referred to in the first paragraph, the Service Provider must take suitable technical and organisational measures to protect the personal data against loss and against any form of unlawful processing. These measures must guarantee an adequate level of security, taking into account the state of the art in security technology and the costs thereof, and taking into account the risks involved in processing the data to be protected and the nature of these data. The measures are also in place to prevent the unwarranted collection and further processing of personal data. The Service Provider must set the measures down in writing.
- 22.3. The Service Provider must process personal data as defined in Section 4 of the GDPR adequately and carefully and in compliance with the relevant laws and regulations. The aforementioned also applies in full to the provision of personal data to countries outside the European Economic Area (EEA), non EU countries.
- 22.4. The Service Provider will provide TU Delft with its full cooperation in the following with regard to persons involved within the meaning of Section 4 paragraph 1 of the GDPR: (i) ensuring that they are provided with access to their personal data, (ii) ensuring that they are allowed to remove or correct personal data, (iii) ensuring that they are shown that

personal data have been removed or corrected if they are incorrect and/or (iv) any other rights of such persons pursuant to the GDPR. If TU Delft disputes the position of the person involved, the Service Provider is obliged to register that the person involved considers his or her personal data to be incorrect.

23. Transfer of rights and obligations from the Agreement

- 23.1. The Parties cannot transfer the rights and obligations from the Agreement to a third party without the permission of the other Party. Permission will not be withheld without reasonable grounds. The Parties can make such permission subject to conditions.
- 23.2. The first paragraph is not applicable with regard to the establishment of restricted rights, such as a pledge.

24. Insurance

- 24.1. The Service Provider has taken out adequate insurance and will keep itself adequately insured against the following risks: professional liability, including risks arising from Professional errors; corporate liability, including liability for damage caused to persons or property belonging to TU Delft and loss of and damage to company inventory, including property belonging to TU Delft, including as a result of fire and theft.
- 24.2. At TU Delft's request, the Service Provider will immediately provide a certified copy of the policies and proof of premium payments relating to the insurance referred to in the first paragraph, or a statement by the insurance company pertaining to this. The Service Provider will not terminate this insurance or its conditions without written permission from TU Delft. The Service Provider will not make changes to the insured amount to TU Delft's disadvantage without the written permission referred to above.



The insurance premiums payable by the Service Provider are deemed to be included in the agreed prices and rates.

25. Taking over personnel, bribes and conflicts of interest

- 25.1. Without the written permission of the other Party, neither Party will employ personnel of the other Party nor enter into negotiations with such personnel regarding employment during the performance of the Agreement and within one year after its end. Such permission will not be withheld without reasonable grounds.
- 25.2. The Parties will not offer to one another or to third parties, nor request or accept from one another or from third parties, or accept an undertaking from one another or from third parties for any gift, reward, compensation or benefit of any nature whatsoever, for itself or for another party, that may be interpreted as an illegal practice. Such practices may be grounds for full or partial termination of the Agreement.
- 25.3. If it is established that an employee of TU Delft is occupying a paid or unpaid ancillary position with the Service Provider, with regard to which the Service Provider can or should reasonably assume that this ancillary position has influenced or could influence the formation of the Agreement and it has not notified TU Delft to this effect in good time, TU Delft will be entitled to terminate the Agreement with immediate effect by serving notice of termination, without being required to pay any compensation for loss.
- 25.4. The Service Provider will not engage any persons in the performance of the Agreement who have been employed by TU Delft in the period of one year prior to the work, except with the permission of TU Delft.

26. Reference in publications or advertising

The Service Provider must not make implicit or explicit reference to the order/ commission or the granting thereof in publications (including press releases) or advertising, and must not use the name of TU Delft as a reference, except with the permission of TU Delft.

27. Final provisions

- 27.1. The order/commission and related conditions as laid down in the Agreement will remain in force if the Service Provider changes its name, legal status, owner or structure, wholly or in part, and only if and insofar as this does not contravene the relevant provisions in the Public Procurement Act 2012. The Service Provider is obliged to inform TU Delft immediately of any change within the meaning of this article.
- 27.2. If any provision of these terms and conditions or the Agreement or part thereof becomes void or invalid or is disregarded, this will not result in the other provisions or the rest of that provision becoming void or invalid or being disregarded.
- 27.3. Any provision in these general terms and conditions or the Agreement that is declared null and void as a result of a conflict with a generally binding regulation or that must be disregarded in exceptional circumstances will be replaced by a provision that would have been admissible in law or that could have been applied in these exceptional circumstances.
- 27.4. Provisions which, by their nature, are intended to continue after the end of this Agreement will retain their effect after this time. Such provisions in any event include: the obligation of care (Article 4), confidentiality (Article 10), liability (Article 18), intellectual and industrial property (Section 21), GDPR (Article 22) takeover of personnel



(Article 25) and applicable law (Article 28).

28. Applicable law

An Agreement between TU Delft and the Service Provider is subject to the law of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (Treaty Series 1981, 84 and 1986, 61) is excluded. Disputes will be dealt with in the court of competent jurisdiction in the district of The Hague.