

GENERAL TERMS AND CONDITIONS IQ HEALTH

1 General

- 1.1 IQ Health is a department of Radboudumc, which in turn is part of the legal entity Radboud University Medical Center Foundation.
- 1.2 In performing work for third parties (hereinafter referred to respectively as "the service" and "the client"), IQ Health may use, among other things, the facilities, expertise and other elements of the Radboudumc's research infrastructure.

2 Services

IQ Health provides its services for the execution of the project as described in a quote/project description signed by IQ Health and the client with associated budget, time schedule and task allocation.

3 Quality of service

- 3.1 IQ Health undertakes to perform the services with care and according to the usual requirements of scientific diligence. If and to the extent required, the staff involved will meet established requirements of training, competence and ability.
- 3.2 IQ Health will, at the request of the client, provide the opportunity for said client to learn about any quality system, quality certifications and security measures relevant to the project and service delivery.
- 3.3 Reporting of results will be done in the manner described in the approved bid/project description.

4 Property results

- 4.1 The results of the services will accrue to the client. Copyrights to reports and advice delivered in the context of the project and/or service provision remain vested in IQ Health, the client is granted a right of use in order to enable the client to use the reports and advice for their intended purpose.
The client shall not remove the names of authors and of IQ Health without IQ Health's prior consent.
- 4.2 IQ Health may use the knowledge gained during the implementation of the project, the data collected or obtained (raw and processed) and the results obtained for scientific research and education and for scientific publications.
- 4.3 The use of the knowledge, data and results acquired for the above purposes will only take place after consultation with the client. The client endorses the social task and responsibility of Radboudumc and will therefore not withhold its consent on unreasonable grounds.

5 Privacy; Informed Consent; confidentiality

5.1 IQ Health shall treat personal and research data which it will have in its possession in connection with the provision of services strictly confidential and shall act in accordance with the General Data Protection Regulation (AVG) and the AVG Implementation Act.

5.2 Where applicable, the client shall ensure that the natural persons who will be involved in the research through the client's intervention (not in the capacity of a project employee) give proper informed consent to the research, and the fact that their personal data will be processed at IQ Health. If the collection of the relevant data is carried out by IQ Health as part of the assignment, the provision of information and the asking of the consent question may be carried out by IQ Health in consultation with the client and for the client's benefit.

5.3 IQ Health and the client may further agree that certain personal data will also remain available by IQ Health for further use in scientific research or education within IQ Health and/or the Radboudumc. To this end an adequate text will then be included in the -in clause 5.2 mentioned- information provision and consent statement. If the client arranges to obtain an adequate Informed Consent Statement, the text of this statement will be made available to IQ Health. If the client makes non-anonymous personal data available to IQ Health, or if IQ Health collects this type of data for the research commissioned by the client, the parties will conclude a processor agreement appropriate to the working relationship in which the roles of controller and processor respectively are divided in accordance with the systematics of the General Data Processing Regulation. Unless expressly agreed otherwise, the parties shall use the standard agreement established by the Brancheorganisaties Zorg (BoZ). For any subsequent use of this data for own research, no processor agreement will be concluded because IQ Health then does not act as a commissioned processor, but as an independent controller under the AVG.

5.4 Subject to the provisions of Clauses 4 and 5, IQ Health and client will mutually maintain confidentiality with respect to (business) information which has been expressly stated to be and should remain confidential, or which by general standards should be assumed to be confidential information.

6 Financial agreements; more/less work

6.1 IQ Health and the client have established the costs and rates for the services provided by IQ Health in the approved quotation/project description.

6.2 If during the performance of the work it becomes apparent that there is more/less work, IQ Health and client will immediately consult with each other to discuss and decide on the (financial) consequences.

6.3 Invoicing will take place according to the schedule, included in the project description.

7 Liability and insurance

7.1 IQ Health declares that it is adequately insured for legal liability with respect to its work in connection with the provision of services.

7.2 IQ Health shall not be liable for any direct or indirect damages incurred by the client as a result of the service unless such damages are the result of willful misconduct or gross negligence on the part of IQ Health.

7.3 Insofar as IQ Health would be liable for damages of the client (see section 7.2), the liability is limited to a maximum of €50,000 (fifty thousand Euros) per project.

7.4 Client shall indemnify IQ Health against any third party claims, demands and causes of action arising from, or related to, the use of results obtained by the client from IQ Health as an outcome of the services.

8 Duration and end of the agreement (agreed offer)

8.1 The contract (=signed quotation) shall commence on the date specified in the approved quotation/project description, and shall end by completion of the work as described and acceptance thereof, unless IQ Health and the client agree otherwise in writing in the interim or upon interim termination of the contract.

8.2 Interim termination of the agreement shall be made by registered mail subject to 1 month's notice.

8.3 IQ Health, resp. the client are entitled to suspend the (further) provision of services for the purpose of the performance of the agreement, or to terminate with immediate effect without judicial intervention, if:

- (a) the other party is dissolved or otherwise ceases to exist;
- (b) the other party imputably fails to perform its obligations under the agreement and such failure has not been remedied within a reasonable time after a written notice of default to that effect;
- (c) the other party is declared bankrupt or files for suspension of payments;
- (d) a significant portion of the other party's assets is seized or if the other party otherwise loses the free disposal of a significant portion of its assets.

9 Final provisions

9.1 Dutch law shall apply to the approved quotation/project description, which shall be considered a contract of assignment as referred to in Article 7:400 et seq. of the Dutch Civil Code.

9.2 The applicability of General Purchase, Payment or Delivery Terms of the client is expressly excluded.

9.3 Disputes arising from this agreement, which cannot be resolved amicably within a reasonable period of time, shall be submitted exclusively to the competent court in the District of Gelderland in Arnhem.