



**GENERAL CONDITIONS CONCERNING THE COURSE AND TRAINING
PROGRAMME OF THE
Netherlands Forensic Institute (NFI)
March 2018**

Article 1: Applicability of the General Conditions and Formation of the Agreement

- 1.1. The Netherlands Forensic Institute ("**NFI**") is an agency of the Dutch Ministry of Justice and Security, acting under the authority of the Directorate General for the Administration of Justice and Security. The NFI offers a wide range of courses, workshops, training sessions, and conferences in the context of law enforcement and the detection and prosecution of crime (jointly referred to as the "**Educational Services**" and separately as the "**Training Course**").
- 1.2. These general conditions ("**General Conditions**") apply both to the present agreement and to all future agreements pertaining to the Services entered into between the NFI and the client ("**Client**") ("**Agreement**"). These General Conditions apply both to the Client/legal person purchasing Educational Services for its course participants and to the Client/natural person who is also a course participant himself or herself ("**Participant**").
- 1.3. The NFI explicitly declares the general conditions of the Client to be inapplicable. If NFI's *General Conditions for the Delivery of Forensic Services* also apply to the Agreement, the present General Conditions Concerning the Course and Training Programme prevail as far as the delivery of Educational Services is concerned. The NFI may modify these General Conditions at any time. The most recent version of the General Conditions can be found at the website of the NFI (<https://www.forensicinstitute.nl/training-and-expertise>).
- 1.4. 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 and accepts the General Conditions by clicking the button; or (ii) if the Client is a legal person and/or the NFI offers customised Educational Services, by the Client's signature of approval on NFI's written offer.
- 1.5. It is expressly agreed that these General Conditions between the NFI 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.
- 1.6. Sections 404 and 407(2) of Book 7 of the Dutch Civil Code do not apply to this Agreement: Unless otherwise agreed in writing, the NFI is at all times authorised to appoint another employee/natural person to perform the activities/Services.

Article 2: Price and Payment

- 2.1 The price agreed between the parties ("**Price**") for one or more Educational Services to be delivered is exclusive of all charges, taxes, excise duties, levies, import duties, export duties, and other costs of, among other things, insurance, translations, and authentications, as well as all other external costs, which are payable by the Client.
- 2.2 The Client undertakes to pay the Price to the NFI in euros within 30 days of the invoice date, by transfer to the bank account designated by the NFI. Payments must be effected without tax deduction and without setting off or applying any counter claims.
- 2.3 If the Client fails to pay the Price within 30 days of the invoice date, the NFI 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 the NFI 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 the NFI 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 Educational Services and Cancellation

- 3.1 With regard to Educational Services provided by the NFI through (on-line) registration, the NFI has the right to reschedule the Educational Services to another date or to cancel them, if it deems necessary (e.g. because the minimum number of Participants has not been met). In the event of cancellation by the NFI, 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, the NFI may change and/or supplement the contents of the Training Course by replacing teachers or otherwise. This change and/or supplement will not adversely affect the quality of the Training Course.
- 3.3 Without prejudice to that which has been stipulated in these General Conditions with regard to Training Courses through on-line registration, the Participant may cancel his/her participation free of charge up to 10 (ten) weeks prior to the commencement date of the Training Course. In the event of a cancellation within a period from 10 (ten) to 6 (six) weeks prior to the commencement date of the Training Course, the Participant is obliged to pay 50% of the Price, and in the event of a cancellation within a period of 6 (six) weeks prior to the commencement date, the Participant is obliged to pay 100% of the Price. The Participant is entitled, however, to send a replacement by providing the details of such person.
- 3.4 Without prejudice to the above, the Participant registering for a Training 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, fax or e-mail that the Agreement must be dissolved.

Article 4: Obligation to Provide Information

- 4.1 In the event that the parties agree on customised Educational Services, the Client is obliged to provide the NFI with all information that may be relevant to the contents of the Training Course and that, as the Client should reasonably understand, is necessary for the execution of the Agreement.

Article 5: Limitation of Liability

- 5.1 The NFI is not liable for any loss incurred by the Client and third parties, and the Client indemnifies the NFI 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 the NFI.
- 5.2 The NFI is only liable for any loss incurred by the Client as a result of a failure by the NFI 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 the NFI pursuant to the Agreement. The NFI is not liable for any indirect loss, consequential loss, loss resulting from lost profits, et cetera.
- 5.3 If the loss is not notified to the NFI 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 6: Suspension and Termination

6.1 If:

- (a) the Client fails to perform its obligations towards the NFI; or
- (b) the NFI has reasonable doubts with respect to the Client's performance of its obligations towards the NFI, and the Client, at NFI's request, fails to provide sufficient security to the NFI for the its performance, and it fails to do so before the scheduled performance of the Educational Services, i.e. at least within 30 (thirty) days of NFI's request for such security;

the NFI may, without prejudice to any other rights of the NFI, 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 the NFI, all this without court intervention and without this resulting in any liability for the NFI, of whatever nature, ensuing from or in connection with the suspension or termination referred to. All outstanding claims of the NFI against the Client regarding the Educational Services 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 Training 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 7: Force Majeure

- 7.1 The NFI is not obliged to fulfil any of its obligations towards the Client if the delivery of its Services 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.
- 7.2 In these General Conditions, the term 'force majeure' means in any case all external causes that, upon entering the Agreement, were not to be foreseen by the NFI or cannot be influenced by the it, as a result of which the NFI cannot fulfil its obligations, such as floods, earthquakes, fire, lightning strike, failure of mains services, actions by the authorities, legislative amendments, war, civil unrest, and strikes. The NFI also has the right to invoke force majeure if the circumstance obstructing the fulfilment of the Agreement, wholly or in part, commences after the NFI has had to fulfil its Agreement/obligations.
- 7.3 The NFI 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 8: Independent Relationship

- 8.1 The NFI and the Client act as independent parties. The relationship ensuing from these General Conditions 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 9: Non-Assignment Clause

- 9.1 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, except to a legal successor as a result of a complete or partial business transfer, and subject to the condition that this legal successor is a party to which the NFI is permitted to deliver its Services pursuant to the Regulations of the Minister of Security and Justice of 8 May 2012, no. 227774 containing provisions on the terms of reference/tasks of the Netherlands Forensic Institute (NFI Terms of Reference/Tasks Regulations).

Article 10: No Waiver

- 10.1 If the NFI fails to enforce any provisions of these General Conditions, this will not be interpreted as a waiver of NFI's right to enforce said provisions, and NFI's rights will not be affected by any delay in the enforcement of said provisions or the failure to do so. If the NFI 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 11: Nullity and Replacement Clause

11.1 If any provision of these General Conditions 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 12: Compliance with Legislation and Regulations

12.1 The NFI neither promises nor declares that the result of the Educational Services will be in accordance with specific legislation or regulations, by-laws, orders, codes or standards, unless otherwise expressly agreed in the Agreement. The Client acknowledges that the application of the results may be subject to specific statutory requirements and/or limitations (in a specific jurisdiction) and it is responsible for ensuring compliance therewith in so far as relevant to the application of the result as envisaged by the Client. The Client is furthermore responsible for obtaining the required approvals, licences and/or permissions for the application envisaged, and will bear the associated costs.

12.2 The NFI performs the Educational Services to the best of its ability. Any information provided by the NFI in the context of the Training 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.

12.3 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 13: Intellectual property

13.1 The intellectual property rights to the materials forming part of the Educational Services 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 the NFI are and continue to be held by the NFI.

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

13.3 The NFI 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.

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

Article 14: Confidentiality

14.1 With regard to Educational Services in the context of which confidential information is provided to the Client and/or the Participants, the NFI may stipulate, as a condition, that the Client and/or the Participant sign a confidentiality statement regarding such confidential information.

Article 15: Prohibition to Employ Staff

15.1 Unless the NFI agrees in writing, the Client undertakes not to employ NFI employees who were directly involved in the performance of the Educational Services within 2 (two) years after completion of the Educational Services.

Article 16: Prohibition on Bribery

16.1 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 17: Safety

17.1 If the parties agree on customised Educational Services, which are performed by the NFI at a location designated by the Client, the Client will ensure that the circumstances under which the NFI employees and the third parties engaged by the NFI perform the Educational Services comply with the safety rules applicable there. If the NFI is of the opinion that the circumstances and/or rules are inadequate, the Clients will then be obliged to take the additional measures as required by the NFI in order to guarantee the safety of its employees. If the NFI is of the opinion that the circumstances under which the NFI employee or the third party engaged by the NFI must work are inadequate, and the Client is not willing or able to take additional adequate measures, the NFI has the right to suspend all or part of the Agreement or to terminate the Agreement in its entirety without being obliged to pay any damages. The Client is liable for all damage to the location, furniture, equipment, tools, and other facilities at this location.

Article 18: Complaints Procedure, Settlement of Disputes, and Applicable Law

18.1 If the Client has a complaint about the Educational Services, the Client must submit this complaint to the NFI through the website of the NFI (<https://www.forensicinstitute.nl/documents/publications/2017/06/26/procedure-for-handling-complaints>) and must follow the procedure described there ("Complaints Procedure").

- 18.2 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.
- 18.3 Any disputes in connection with the execution of and/or ensuing from the Agreement or any further agreements deriving from it, expressly including the settlement of complaints in accordance with NFI's Complaints Procedure, will be settled exclusively by means of arbitration in accordance with the Arbitration Regulations (2015) of the Netherlands Arbitration Institute (NAI) (<http://www.nai-nl.org/en/>).
- 18.4 The arbitral tribunal will consist of 1 (one) arbiter. The place of arbitration will be The Hague, the Netherlands. If the Client is a Dutch party, the arbitration proceedings will be conducted in the Dutch language. If the Client is a non-Dutch party, the arbitration proceedings will be conducted in the English language.
- 18.5 The Agreement between parties is exclusively governed by Dutch law.

These General Conditions are available in both Dutch and English. The Dutch text is binding with respect to any interpretation of these General Conditions.

