

General Conditions of the Netherlands Institute for Public Safety (NIPV)

The General Conditions of the NIPV contain an appendix (1) for Training Courses, Exams, Exercises and Congresses and an appendix (2) for national equipment, supplies and systems.

Article 1: Definitions

In these General Conditions, the following definitions apply:

- Agreement: any legal relationship between the Netherlands Institute for Public Safety (NIPV) and a Client relating to the provision of Services and/or Products;
- Party: the Client or the NIPV, depending on the context;
- Client: the natural or legal person who enters into an Agreement with the NIPV and assumes the payment obligation;
- Order: the Order includes an Order to provide Services and/or Products;
- Products: all physical or digital goods supplied by the NIPV to the Client based on the Agreement.
- Services: the work performed by the NIPV for the Client under the Agreement.

Article 2: Applicability

1. These General Conditions apply to every quotation and Agreement relating to the delivery of Services and/or Products by the NIPV and all supplementary and/or subsequent agreements arising therefrom.
2. Any amendments or additions to these General Conditions must be expressly agreed upon in writing. An amendment or addition applies exclusively to the product or service to which the Agreement relates. No rights can be derived from such an amendment or addition with regard to future agreements entered into with the NIPV.
3. The applicability of the Client's general conditions is hereby expressly excluded, unless otherwise agreed in writing.

Article 3: Formation of Agreement and Term

1. An Agreement is formed by an offer from the NIPV and the written acceptance thereof by the Client.
2. Written acceptance may be omitted if the Client has already accepted the prior offer in writing.
3. An Agreement terminates automatically after the expiry of the agreed period or completion of the Order, without notice of termination being required.

Article 4: Prices

1. The prices stated in the offer or Agreement are exclusive of VAT, unless otherwise agreed in writing.
2. The NIPV reserves the right to index the rates annually in January based on the methodology used in the Framework Letter for the relevant budget year. This index follows from the nominal development of the Municipal Fund, as provided by the Netherlands Bureau for Economic Policy Analysis (CPB) and published annually in the Municipal Fund's September circular. This means: The results of the Macroeconomic Outlook for the future year and the Central Economic Plan of the previous year, with regard to the weighting of the Gross Domestic Product price at 30% and the Government Consumption and Employee Remuneration price at 70%. Changed prices will apply from the moment they are implemented.
3. A price change by the NIPV does not constitute grounds for termination of the Agreement by the Client.

Article 5: Payment

1. Invoices must be paid within 30 days of the invoice date. The Client cannot claim any offset or compensation in this regard. Payment must be made by transfer to a bank account number to be specified by the NIPV.
2. In the case of Orders of a special nature or with a special method of execution, or for foreign clients, the NIPV is entitled to impose additional conditions and/or guarantees, all at the NIPV's sole discretion.
3. If the Client fails to pay an invoice within 30 calendar days of receipt without a valid reason, the Client is legally obligated to pay: • a cost reimbursement as referred to in Article 6:96, paragraph 4, of the Dutch Civil Code, and • the statutory interest as referred to in Article 6:119b, paragraph 1, of the Dutch Civil Code.

4. In the event of a judicial collection, the NIPV is also entitled to charge an amount for extrajudicial collection costs, corresponding to the actual costs incurred by the NIPV.
5. If an invoice is not paid or not paid on time, the NIPV has the right to suspend its activities and/or obligations towards the Client until the outstanding amounts have been paid. The NIPV is not liable for any damages and costs incurred as a result of the suspension.

Article 6: Information and Confidentiality

1. Unless there is a legal or judicial obligation to disclose information, each Party is obliged to maintain confidentiality towards third parties regarding the nature, content, and scope of the Agreement, as well as regarding other relevant information that has become known in the context of the performance of the Agreement or can reasonably be considered confidential.
2. Neither Party shall, without the prior written consent of the other Party, disclose to third parties any confidential information provided under the Agreement. This confidentiality obligation applies even after termination of the Agreement.
3. Information is considered confidential if it is expressly designated as such by a Party, or if this follows from the nature of the information or the circumstances under which it was provided.
4. In cases where additional conditions regarding confidentiality and integrity are required, supplementary agreements will be made to that effect.

Article 7: Processing of Personal Data

1. The parties acknowledge that the General Data Protection Regulation (GDPR) applies to the processing of personal data. If and to the extent that one party (the processor) processes personal data on behalf of the other party (the controller), the parties will enter into an agreement in accordance with Article 28 of the GDPR.
2. If a processing relationship exists, the parties undertake to conclude a written processing agreement prior to processing, which includes at least the following elements:
 - the subject matter, duration, nature, and purpose of the processing;
 - the type of personal data and the categories of data subjects;
 - the rights and obligations of the controller;
 - processing instructions, confidentiality obligations, and security measures;
 - agreements on subprocessors, audits, deletion, or return of data after processing;
 - support in exercising privacy rights and reporting data breaches. The processing agreement prevails over the general conditions.
3. Each party is responsible for compliance with the GDPR within its own organization. The parties guarantee to implement appropriate technical and organizational measures to protect personal data against loss or unlawful processing.
4. The controller has the right to conduct or commission audits of the processor to verify compliance with the processor agreements and the GDPR.

Article 8: Digital Services and Availability

1. The parties will endeavor to keep digital services available as much as possible in accordance with the agreed availability.
2. The NIPV may schedule planned maintenance periods and will inform the Client of these in a timely manner, to the extent reasonably possible.
3. Incidents will be handled in accordance with the Service Level Agreement (SLA) associated with the service and any associated Dossier Agreements and Procedures (DAP).

Article 9: Intellectual Property

1. All intellectual property rights arising from the work of the NIPV within the framework of an Order remain exclusively with the NIPV, unless otherwise agreed in writing. The NIPV therefore has the right to disclose, publish, and reuse the materials and/or results in any form to create new results and/or products.
2. The parties are entitled to use products that are by their nature intended for such use, such as agreements and quotations, advice, and reports, for their own use or within their own business operations.
3. The Client is not permitted to remove or modify any indication of intellectual property rights.

4. All intellectual property rights relating to the materials provided by the Client remain with the Client. The NIPV is granted the rights of use of these materials only to the extent necessary for the execution of the Order.
5. The Client indemnifies the NIPV against claims from third parties for any infringement of property rights in the context of the execution of the Order.

Article 10: Liability and Indemnity

1. The Parties are not liable for any direct or indirect consequential damage suffered or to be suffered by the other Party or third parties, of any nature or magnitude whatsoever, including lost profits and loss of turnover, related to or arising from the performance of the Agreement or failure to perform it, unless there is intent or gross negligence on the part of the other Party.
2. In the event that digital Services experience disruptions or technical limitations beyond the control of the NIPV (such as disruptions at external suppliers or internet providers), the NIPV cannot be held liable for consequential damage.
3. If any liability towards either Party should arise, this liability per claim/event is limited to the amount paid out under the liability insurance taken out by the other Party. The policy conditions must be provided upon written request.

Article 11: Interim Termination

1. The Parties are entitled to terminate the Agreement with immediate effect if:
 - the confidentiality obligation or intellectual property rights are not respected, whereby the NIPV retains the right to full payment of the agreed compensation and damages for the infringement;
 - the other Party ceases or otherwise liquidates its business operations in whole or in part and/or significantly changes or transfers its business activities to a third party without prior written consent;
 - there is (a request for) bankruptcy, (provisional) suspension of payments, a private agreement with creditors, or the application of the debt restructuring scheme for natural persons;
 - the other Party becomes seriously compromised;
 - the other Party has knowingly provided incorrect relevant information when entering into the Agreement;
 - in the opinion of either Party, there is a serious disruption of the relationship between the Parties;
 - other circumstances exist that, in the opinion of either Party, preclude continuation of the Agreement.
2. Termination does not entitle the other Party to compensation or reimbursement of invoices already paid or due.
3. The Client may terminate the Agreement in writing at any time during the term, observing the notice period. In that case, the NIPV is entitled to compensation for work already performed and reasonable costs incurred. In addition, the NIPV is entitled to compensation for future obligations reasonably entered into by the NIPV for the provision of Services and/or Products.

Article 12: Complaints

1. If the Client believes that the NIPV is not fulfilling or has not fulfilled its obligations under the Agreement, or is not fulfilling them sufficiently, the Client shall notify the NIPV thereof in writing in a timely manner.
2. Complaints or potential shortcomings on the part of the NIPV do not suspend payment obligations. Nor can the Client rely on settlement or compensation.
3. The Complaints Procedure on the NIPV website describes what and how a complaint can be submitted.

Article 13: Disputes

1. This Agreement and all agreements arising from it are exclusively governed by Dutch law.
2. All disputes arising from or related to the Agreement, or any subsequent agreements resulting from it, will be submitted exclusively to the competent court.
3. Notwithstanding the provisions of the previous paragraph, the parties may also agree to resolve a dispute through mediation in accordance with the Regulations of the Dutch Mediators Federation (MfN), as in effect on the date of signing the agreement, before appealing to the competent court.

Article 14: Final Provisions

1. The nullity or non-binding nature of any provision of the Agreement or these General Conditions does not render the Agreement or General Conditions null and void or non-binding in their entirety. In place of the null and void or invalid provision, the NIPV and the Client will agree on a suitable arrangement that approximates the intention of the Agreement or General Conditions as closely as possible in a legally effective manner.
2. Failure to take any action in the event of a breach by either party, or to permit or tolerate a deviation from any provision of the Agreement or these Conditions, cannot be considered a waiver of rights.
3. For cases not provided for in the Agreement or these Conditions, the parties will mutually agree on a suitable arrangement that approximates the parties' intentions and the result they seek in a legally effective manner as closely as possible.
4. If any provision in the agreement between the parties conflicts with any provision of these Conditions, the provision in the Agreement will prevail.