

**1. Scope of the agreement**

This offer concerns an agreement for scientific services as mentioned in article IV.71 and following of the Flemish Codex of Higher Education. This agreement only concerns scientific services and excludes innovative scientific research. The services rendered are described in more detail in the offer.

**2. Establishing the agreement**

Unless otherwise mentioned in the offer, the offer is valid for a period of thirty (30) days. The agreement is closed by returning, within said period, a signed copy of this offer to the research group of the Universiteit Hasselt, hereinafter referred to as "UHasselT", whose contact details are mentioned on the offer's front page.

**3. Amount**

The amounts mentioned in this offer exclude VAT and possible bank costs, which will be charged to the client. Travel fees are likewise excluded in the offer. If a private car is used, a kilometre fee of thirty-five euro cents (€ 0,35) per kilometre will be charged in addition to a fee compensating the travel time.

**4. Payment**

Unless otherwise mentioned in the offer, the UHasselT shall invoice the amounts due after performance of the services. Invoices are to be paid within thirty (30) days starting from the date of invoice. Payments are done by transferring the amount to IBAN account number BE77 0010 1870 7942 of the UHasselT, in the offer's currency. If payment terms are not respected, the outstanding amount will be increased by law with an interest rate of eight percentage (8%) per month and an additional administration fee of one hundred and five euro (€ 105). In the event parties agreed to interim payments, all outstanding services will be suspended if payment terms are not respected.

**5. Property rights**

The client shall obtain all property rights on the services' results, hereinafter referred to as "Results". However, the client does not obtain any property rights on the UHasselT's pre-existing knowledge (such as e.g. the methods and formulas) used to obtain the Results, hereinafter defined as "Knowledge".

**6. Independency**

The UHasselT acts as an independent consultant and decides independently which researchers or employees shall provide the services agreed upon in this agreement. At all times the UHasselT's employees remain under the authority of the UHasselT.

**7. Non-exclusivity**

The client acknowledges and agrees that the UHasselT provides similar services to other parties.

**8. Confidentiality**

During the performance of the services, the UHasselT's employees will be exposed to and have access to the client's confidential information. The UHasselT shall not use this information for purposes other than carrying out the services, unless the UHasselT obtains the client's prior written consent to do so. The UHasselT and its employees will use the same degree of care to prevent disclosure of confidential information to others as it does to prevent disclosure of its own confidential information.

Said confidentiality obligation however does not extend to information that:

- was known to the UHasselT prior to the agreement, or
- has been made known to the UHasselT outside its relationship with the client, or
- already was in the public domain prior to the agreement, or
- had been generated or developed by the UHasselT prior to the information provided by the client.

Said obligation of confidentiality will terminate two (2) years after the termination date of the services.

**9. Warranty and liability**

The UHasselT shall use all reasonable scientific efforts to perform the services. However, the UHasselT does not give any warranty with respect to the Results. In particular – but without limitation – the UHasselT does not guarantee the fitness of the Results for a certain commercial purpose, nor does the UHasselT guarantee that the use of the Results or its Knowledge is not in conflict with third parties' intellectual property rights.

The client acknowledges and agrees that the UHasselT is not liable for any damage incurred by the client while using or applying the Results or the Knowledge. The client indemnifies the UHasselT against liability claims by third parties related to the services, the Results or the Knowledge.

Neither party is responsible for indirect damages to the other party, including but not restricted to forego profits, contracts and opportunities.

**10. Choice of law**

This agreement shall be construed in accordance with the laws of Belgium. The parties hereby submit to the exclusive jurisdiction of the courts of Hasselt in case of disputes that might arise out of or in connection with this agreement that cannot be settled amicably between the parties.