GENERAL TERMS AND CONDITIONS OF SPONSORSHIP

Article 1 Applicability
1.1 These conditions apply to every offer from the Netherlands Organisation for Scientific Research (hereinafter referred to as “NWO”) and every agreement between NWO and the party acting as the sponsor (hereinafter referred to as the "sponsor") for an event organized by NWO (hereinafter referred to as the "event"). The applicability of any general terms and conditions of the sponsor is hereby explicitly excluded.

1.2 The internal rules and/or general terms and conditions of the relevant event venue apply to every offer and agreement as well. The sponsor declares to have read these internal rules and/or these general terms and conditions and agrees to the applicability thereof.

Article 2 Conclusion, cancellation and end of the agreement
2.1 An agreement between NWO and the sponsor comes into effect once NWO has received written (including electronic) acceptance of its offer from the sponsor. As long as the offer has not been accepted or immediately after acceptance, NWO is entitled to adjust or revoke the offer.

2.2 The agreement can be terminated (in Dutch: “opzeggen”) in the interim by either party, with immediate effect and without judicial intervention, and without prejudice to its right to compensation if:
   • the other party has applied for a suspension of payment, goes into liquidation or if its legal entity is dissolved;
   • the other party fails to fulfil any substantial obligation under the agreement and does not remedy its omission within the reasonable time period granted for that purpose.

2.3 Unless otherwise agreed in writing, the agreement ends by operation of law, i.e. without any notice of termination being required after the event. With the exception of situations as specified in Article 2.2, the agreement cannot be terminated by the sponsor prematurely or in the interim.

Article 3 Conditions of sponsorship
3.1 The sponsor will at all times publish every sponsor message regarding the event in consultation with and after approval from NWO.

3.2 NWO is entitled to recruit other (main) sponsors for the event, in addition to the sponsor.

Article 4 Fee and payment
4.1 All fees agreed between NWO and the sponsor are exclusive of VAT.

4.2 Unless otherwise agreed in writing, the payment of the fee must be received by NWO in full, no later than 1 (one) month before the date of the event. NWO will send the sponsor an invoice timely in advance.

4.3 The sponsor is not entitled to suspension, discount, or deduction or set-off of monies owed against any claim the sponsor has or purports to have against NWO.

4.4 If exceeding any payment term, the sponsor will be in default and all claims from NWO against the sponsor under the relevant agreement will become immediately due and payable.

Article 5 Changes to and cancellation of the event
NWO reserves the right to make changes to the dates, opening times, event venue and programme of the event as stated in the offer and/or agreement. If for whatever reason the event were to be cancelled, of which NWO will notify the sponsor in advance, NWO will only refund the sponsor any fees already paid by the sponsor to NWO in connection with the sponsoring of the event. NWO does not owe the sponsor any compensation for damage, costs or otherwise.
Article 6 Liability
6.1 NWO is not liable towards the sponsor for any damage or injury caused to the sponsor as a result of the implementation of this agreement, or to goods of the sponsor or to persons or their goods that are present due to or on behalf of the sponsor at the event venue, unless insofar as this damage or injury was caused by intent or gross negligence on the part of NWO.
6.2 The sponsor is liable for and indemnifies NWO against all third-party claims, insofar as these relate to damage or injury caused by persons or goods that are present at the event venue due to or on behalf of the sponsor.

Article 7 Transfer
The sponsor is not entitled to transfer its rights and/or obligations under the agreement to third parties, except with the prior written permission of NWO.

Article 8 Intellectual property
All intellectual property rights with regard to all format(s), names, concepts and other objects developed within the framework of the agreement and that relate to the event will exclusively rest with NWO.

Article 9 Dispute resolution
All agreements are governed by Dutch law. All disputes that may arise as a result of an agreement between NWO and the sponsor will be exclusively submitted to the competent court of The Hague.