



**GENERAL TERMS AND CONDITIONS RESEARCH COLLABORATIONS**  
**UNIVERSITY OF GRONINGEN**

**TABLE OF CONTENTS**

<b>Article no.</b>	<b>Subject</b>	<b>Page</b>
Article 1	Definitions.....	2
Article 2	Independence and academic integrity .....	3
Article 3	Applicability .....	3
Article 4	Conclusion of the Agreement.....	4
Article 5	Execution of the Project.....	4
Article 6	Reporting.....	5
Article 7	Costs and payment.....	5
Article 8	Confidentiality.....	6
Article 9	Intellectual property rights and publication .....	6
Article 10	Liability .....	8
Article 11	Transfer of rights and obligations.....	9
Article 12	Termination and cancellation .....	9
Article 13	Force majeure.....	10
Article 14	Continuous provisions.....	10
Article 15	Applicable law and disputes.....	10
Article 16	Final provisions.....	10



**GENERAL TERMS AND CONDITIONS RESEARCH COLLABORATIONS**  
**UNIVERSITY OF GRONINGEN**

**Article 1      Definitions**

The following concepts will be used with a capital in these General Terms and Conditions Research Collaborations. They are defined as follows:

Background Knowledge:	All data and databases, know-how, techniques, methods, models, designs, software and other information that a Party already had before or at the start of the Project, including the corresponding intellectual property rights that at the start of the research already existed or were applied for, and which are needed for the execution of the Project and the application of the Results.
General Research Conditions:	These general terms and conditions.
Offer:	The offer of the University of Groningen to carry out the research described in the Project Plan for a specific remuneration.
Project Plan:	A research plan that includes the nature, scope and approach of the research.
Agreement:	The agreement binding the University of Groningen and the Collaboration Partner to each other to carry out the research described in the Project Plan in line with the conditions of the Offer.
Parties:	The signatories of the agreement to which these General Research Conditions apply.
Project:	The execution of non-subsidized research in line with a Project Plan, as well as the execution of an assignment by either of the Parties.
Results:	All results following from the Project, including the know-how and all intellectual property rights relating to such results within the objective of the Project as described in the Project Plan.
Collaboration Partner:	The Party that executes the Project in collaboration with the University of Groningen, including commissioning.
University of Groningen:	The University of Groningen, located at Broerstraat 5, 9712 CP, Groningen, the Netherlands, that carries out academic, careful, reliable, verifiable, impartial, and independent research according to the standards of academic integrity.
Confidential Information:	The Project Plan and all other information that one Party submits to the other Party during the execution of the Project and which is labelled as confidential.



Confidential Information does not include information that: (a) was already known by the recipient Party, (b) was in possession of the recipient without originating from a third party that was not entitled to make it public, or (c) has become known by the recipient in another way during or before submitting such information without recipient's unlawful acts to that effect, or that (d) lawfully has come into the possession of the recipient during or before submitting the information.

Work:

The activities carried out by, or on behalf of, the University of Groningen, or material work to be realized based on a Project Plan agreed between the Collaboration Partner and the University of Groningen.

## **Article 2 Independence and academic integrity**

- 2.1 As a knowledge and research institute, the University of Groningen carries out academic, careful, reliable, verifiable, impartial, and independent academic research and aims to publish and valorize the Results.

The Project will be executed in line with the principles of good academic research given in the most recent guidelines for academic practice published by the UNL and the Netherlands Code of Conduct for Academic Integrity.<sup>1</sup> This includes that the Results and conclusions may not be influenced by the interests and needs of the collaboration partners and that the University of Groningen and the Collaboration Partner will observe legal standards and university standards applying to authorship of academic publications,

- 2.2 The option given in 3.2.12.b of the Netherlands Code of Conduct for Academic Integrity not to disclose components of the academic research, including data, for an investigation into alleged research misconduct will not be invoked.

## **Article 3 Applicability**

- 3.1 These General Research Conditions apply to all Offers and acceptances of - and all requests by and offers to - the University of Groningen for executing non-subsidized research in collaboration with another party.
- 3.2 By entering into the Agreement or when the University of Groningen has started the Work with the consent of the Collaboration Partner, the Collaboration Party accepts these General Research Conditions.
- 3.3 The University of Groningen shall only be bound by the Offer or its acceptance if 1) it has been issued or confirmed in writing by an authorized University of Groningen staff member - the University of Groningen internally explains which staff members are authorized, or

---

<sup>1</sup> See also: [https://www.rug.nl/about-ug/organization/rules-and-regulations/general/gedragscodes-nederlandse-universiteiten/0925-netherlands-code-of-conduct-for-research-integrity\\_2018\\_uk.pdf](https://www.rug.nl/about-ug/organization/rules-and-regulations/general/gedragscodes-nederlandse-universiteiten/0925-netherlands-code-of-conduct-for-research-integrity_2018_uk.pdf)



- 2) when an authorized staff member of the University of Groningen has started the Work as described in the Offer or the University of Groningen has accepted the request or the offer of the Collaboration Partner, 3) when the authorized signatories of the Parties have concluded an Agreement in writing.
- 3.4 The University of Groningen explicitly rejects the applicability of the general terms and conditions of the Collaboration Partner.

#### **Article 4 Conclusion of the Agreement**

- 4.1 The Agreement will be concluded when 1) the Collaboration Partner confirms or accepts in writing an Offer submitted by the University of Groningen, or 2) the University of Groningen has started the Work with the consent of the Collaboration Partner, or 3) the University of Groningen has confirmed the Collaboration Partner's request or offer in writing.
- 4.2 When an Agreement has been concluded in line with Article 4.1. of these General Research Conditions, these General Research Conditions apply. Should either of the Parties wish to deviate from them, they must set it out in the Agreement in writing.
- 4.3 Special contractual commitments in writing agreed by authorized persons take precedence over these General Terms and Conditions.
- 4.4 Changes, additions or extensions are only binding when the Parties have agreed upon them in writing.
- 4.5 Unless stated otherwise, the University of Groningen's Offer is subject to confirmation and may always be cancelled by the University of Groningen. Unless stated otherwise, the Offer is valid for thirty (30) days from the date of the Offer.
- 4.6 The Collaboration Partner is prohibited from using the know-how, ideas, data or information in the Offer for other purposes than to assess the Offer.
- 4.7 If various documents contradict each other, the following order applies: the Agreement, these General Research Conditions, and the Project Plan, in which the first precedes the last in the order.

#### **Article 5 Execution of the Project**

- 5.1 The University of Groningen will endeavour to conduct the research in line with the Project Plan but does not guarantee that the envisaged Result will be attained. The University of Groningen has no responsibility for causes that slow down or restrict the execution that cannot be attributed to the University of Groningen.
- 5.2 If the Collaboration Partner and the University of Groningen exchange data, they shall comply with the requirements prescribed by law and the most recent relevant (internal) regulations.<sup>2</sup>

---

<sup>2</sup> <https://www.rug.nl/research/research-data-management/policy/ug-rdm/>



- 5.3 If personal data are being used, the Collaboration Partner and the University of Groningen shall comply with the principles of the most recent guidelines for the use of personal data in scientific research and the most recent relevant (internal) regulations. In line with the General Data Protection Regulation (hereafter GDPR), the Collaboration Partner and the University of Groningen shall determine their mutual obligations for compliance with the GDPR before the start of the Project. If necessary, they will enter into a separate agreement to record their mutual obligations regarding personal data in line with the GDPR.
- 5.4 The Project Plan, which may be part of University of Groningen's Offer or Collaboration Partner's request or offer, will be decisive for the nature, time line, and approach of the Project.
- 5.5 The Collaboration Partner must submit to the University of Groningen the required data, information, materials, equipment, and other substances in the agreed form, numbers and quality. The Collaboration Partner shall fully cooperate to the extent required to carry out the Project properly. The University of Groningen is entitled to suspend the execution of the Project until the Collaboration Partner has fulfilled this obligation.
- 5.6 The University of Groningen is entitled to replace staff members who perform the Work with other staff members. The University of Groningen is entitled to have the Agreement or parts of the Agreement performed by third parties under its responsibility.
- 5.7 The Collaboration Partner and the University of Groningen will update each other on particular events that arise during the execution of the Agreement, which in fairness, can be assumed to be important to the other Party.
- 5.8 If the Work relates to materials submitted by the Collaboration Partner, the Collaboration Partner shall bear the responsibility for the selection, representativeness, markings of codes and brand or product names, identification, sample date, and other information relevant to the materials to be researched.
- 5.9 If reasonably possible, the University of Groningen will store materials, or their remains, submitted to the University of Groningen for the execution of the Agreement for thirty (30) days from the date that the Results have been reported or delivered to the Collaboration Partner. If the Collaboration Partner has not arranged for the recovery or return of the materials mentioned above, the University of Groningen will be at liberty to take appropriate measures and charge these to the Collaboration Partner.

## **Article 6      Reporting**

- 6.1 The University of Groningen will report to the Collaboration Partner about the progress of the Work in line with the Offer or the Project Plan. Unless agreed otherwise, the University of Groningen may do so in writing or electronically.

## **Article 7      Costs and payment**



- 7.1 If the Project includes a guide price instead of a fixed price, the amount stated is only a quote of the costs without obligation. Settlement of the actual costs will be determined by calculations based on the University of Groningen's current rates. The University of Groningen is entitled to adjust its current rates if one year or longer has passed between the Offer date and the Project's end date (hereafter 'End Date') in which salaries or prices have changed.
- 7.2 The expenses incurred by the University of Groningen (disbursements) will be charged to the Collaboration Partner in full. These expenses may consist of the costs of material to be processed, lease costs, or the fees of third parties engaged.
- 7.3 All prices are exclusive of VAT and other government levies unless explicitly stated otherwise. The University of Groningen is entitled to charge any changes in VAT rates to the Collaboration Partner.
- 7.4 If agreed between the Parties, the University of Groningen reserves the right to send interim invoices. The UG may require advance payment in case the Collaboration Partner's financial position gives cause for concern or if agreed between the Partners. In default of advance payment, the University of Groningen is entitled to suspend the performance of its obligations.
- 7.5 Payments must be made within the number of days from the invoice date as indicated for the Project. The Collaboration Partner cannot invoke a settlement. If the Collaboration Partner fails to pay the amount due within this period, they will be in default without further notice of default required. The University of Groningen is entitled to charge the statutory interest rate from the due date to the date on which the principal sum is paid in full without prejudice to the University of Groningen's further rights. If the invoice has not been paid or not fully paid, all judicial and extrajudicial collection costs will be charged to the Collaboration Partner.

## **Article 8      Confidentiality**

- 8.1 The recipient Party shall handle all submitting Party's Confidential Information confidentially. The recipient Party shall not make this Confidential Information public to third parties - not involved in the Project - without the submitting Party's prior permission in writing, nor use the information for any other purpose than for which it was submitted unless publishing is required by or pursuant to the law.
- 8.2 The Collaboration Partner and the University of Groningen must ensure that their staff, advisers, and other persons involved in the Project also strictly comply with the duty of confidentiality mentioned.

## **Article 9      Intellectual property rights and publication**

- 9.1 The Results generated by the University of Groningen are the University of Groningen's property unless explicitly agreed otherwise with the Collaboration Partner in writing.
- 9.2 The University of Groningen will provide all Results to the Collaboration Partner, who is entitled to copy, disseminate, and use the Results for purposes of evaluation and non-commercial research within its organization.



- 9.3 The Collaboration Partner may only use the Results commercially, including internal use leading to commercial advantage, after additional arrangements in line with market conditions have been made in writing by - authorized representatives of - the Parties.
- 9.4 As the provider of the Results, the University of Groningen is entitled to publish or otherwise disclose the Results.
- 9.5 If the University of Groningen intends to publish or disclose the Results, the University of Groningen will submit the intended publication, presentation or other forms of disclosure (hereafter the Intended Publication) no later than thirty (30) days before the intended publication date to the Collaboration Partner. Within no more than thirty (30) days after the reception date of the Intended Publication, the Collaboration Partner may send an objection in writing against the publication regarding (1) safeguarding Intellectual Property Rights and/or (2) the protection of Confidential Information. The option to object can be used in fairness without affecting academic integrity and quality. If the Collaboration Partner has not responded within thirty (30) days after reception of the Intended Publication, it will be considered that permission has been granted.
- 9.6 In the case that the Collaboration Partner objects because they are of the opinion that the Intended Publication includes Results for which the Intellectual Property Rights must be safeguarded or contains Confidential Information, the University of Groningen shall postpone the publication by no more than ninety (90) days from the reception of the Intended Publication, in order to safeguard protection, for instance by applying for a patent. If the Intended Publication contains Confidential Information, the Intended Publication may be modified, provided that the academic integrity and quality of the publication remain ensured.
- Unless not explicitly arranged otherwise in the Agreement, the Background Knowledge remains in possession of the Party who is the owner. The Parties shall observe the principles of the NFU Socially Responsible Licensing toolkit.<sup>3</sup>
- 9.7 For the duration of the Project and only for the execution of the Project, the University of Groningen and the Collaboration Partner mutually grant each other the free, non-exclusive, non-sublicensable rights of use of their Background Knowledge.
- 9.8 The intellectual or industrial property rights to the Results that a Party has developed during and in the context of this Agreement will be held by the relevant Party. If during the execution of the Project, two or more parties, or third parties working for them, jointly achieve a Result for which they cannot independently invoke intellectual property rights and for which cannot be precisely established what each share in such intellectual property rights will be, the Parties acquire joint intellectual property rights based on conditions to be agreed upon in writing. The owners may use such a Result for free and without prior permission of the other co-owners for the execution of the Project.
- 9.9 If such as Result is used for commercial purposes, the other Party must receive a fair and reasonable payment. The payment shall equal standards in line with market conditions. The University of Groningen and the Collaboration Partner intend,

---

<sup>3</sup> [https://www.nfu.nl/sites/default/files/2020-08/19.3973\\_Tien\\_principes\\_voor\\_Maatschappelijk\\_Verantwoord\\_Licentieren.pdf](https://www.nfu.nl/sites/default/files/2020-08/19.3973_Tien_principes_voor_Maatschappelijk_Verantwoord_Licentieren.pdf)



to the extent possible, to provide licences for the use of the Background Knowledge on the terms in line with market conditions, or to negotiate about submitting licences to third parties if needed for the operation of the Results.

- 9.10 The University of Groningen is not obliged to examine the intellectual property rights of third parties. Nor is the University of Groningen obliged to examine the possibility of applying for intellectual property rights. If a search for intellectual property rights has been explicitly agreed in the Agreement in writing, the University of Groningen cannot be held liable for its content and results in any way.
- 9.11 Only the UG is entitled to apply for intellectual property rights in its name and for each account, including, but not limited to, patents, plant breeders' rights, trademark rights, and design rights.
- 9.12 The University of Groningen and the Collaboration Partner will inform each other as soon as possible of the Results for which, in their opinion, intellectual property rights may be applied.
- 9.13 The University of Groningen and the Collaboration Partner will cooperate with each other if required for applications following the conditions of this article.

#### **Article 10      Liability**

- 10.1 Neither the University of Groningen, nor persons engaged by the University of Groningen for the execution of the Project can be held liable for damages arising from the Collaboration Partner's use or application of the Results.
- 10.2 The University of Groningen is not liable for damages that the Collaboration Partner incurs following the Collaboration Partner's use of the Results, negative publicity, or lost sales, lost profit, reputation damage or the loss of data or materials.
- 10.3 Any claims against staff members and persons the UG engages will be rejected. Staff members and persons engaged by the University of Groningen can always invoke this third-party clause which was demanded for their benefit.
- 10.4 The University of Groningen is only liable for damages that are the direct result of a failure to perform the obligations arising from the Project that is attributable to the University of Groningen. The University of Groningen is not liable for any indirect damage.
- 10.5 The University of Groningen does not accept liability for damages resulting from defects of items supplied to the University of Groningen, including software, that the University of Groningen, in turn, has delivered to the Collaboration Partner, unless and to the extent the University of Groningen can claim the damage from its supplier.
- 10.6 The University of Groningen cannot be held liable for damages of whatever nature because it departed from incomplete or incorrect information that the Collaboration Partner provided for the execution of the Work.
- 10.7 If the Collaboration Partner holds the University of Groningen liable, the University of Groningen will only be liable to the maximum of the amounts paid by the Collaboration Partner (= financial interest) of the Project. If the execution of the research takes several years,





the financial interest will be calculated over the last full calendar year. The final amount of the liability shall never exceed the amount insured by the University of Groningen's liability insurance. The above restrictions do not apply in case of the University of Groningen's wilful intent or gross negligence.

- 10.8 The Collaboration Partner will indemnify the University of Groningen and all persons engaged for the execution of the Project (including students) against all claims by third parties (resulting from damages these third parties have incurred) related to the Work in whatever way performed by the University of Groningen for the Collaboration Partner or arising from the use or the application of the Results.
- 10.9 The Collaboration Partner will indemnify the University of Groningen against claims by third parties arising from the use of items or data that the Collaboration Partner has provided to the University of Groningen for the performance of the Agreement.
- 10.10 The above limitations of liability do not apply if and to the extent such arises from wilful intent or recklessness by the University of Groningen.

#### **Article 11      Transfer of rights and obligations**

- 11.1 The Collaboration Partner will not transfer the rights or obligations relating to the Project to a third party without the prior permission of the University of Groningen in writing.

#### **Article 12      Termination and cancellation**

- 12.1 If a Party fails to perform a commitment following the Agreement and the failure has not become irrevocable, the other Party will offer the failing Party a reasonable period for repair by sending an announcement to the failing Party in writing. If the failing Party is in default, the other Party is entitled to cancel the Agreement with immediate effect - notwithstanding its right to claim damages - through a registered letter, unless the failure, given its unique nature or minor importance, does not justify a cancellation and its consequences. If the Agreement is terminated legally, all claims by the terminating Party on the failing Party will be due and payable immediately.
- 12.2 If and as soon as:
  - (a) the Collaboration Partner has been declared bankrupt or granted suspension of payments, or if a request to that effect has been submitted with the court, or has been placed under management, administration or curatorship; or
  - b) the Collaboration Partner's company will be wound up or suspended; the Collaboration Partner will be deemed to be in default legally. In that case, the University of Groningen is entitled, without any notice of default or court intervention, to suspend the performance of the Agreement with immediate effect, or to terminate the Agreement partly or wholly, such at the discretion of the University of Groningen, without the University of Groningen being bound to any compensation of damages, notwithstanding its right to claim damages that are the result of the suspension or termination. In such cases, any claims the University of Groningen may have on the Collaboration Partner will be due and payable immediately.
- 12.3 Without prejudice to its other rights, in the situations described in Articles 12.1 and 12.2, the University of Groningen will be entitled to suspend its obligation wholly or partly



in respect of an Agreement entered into with the Collaboration Partner.

- 12.4 In case of force majeure, as cited in Article 13, because of which the University of Groningen cannot perform its obligations lasts longer than ninety (90) days, both Parties are entitled to terminate the Agreement without the obligation to compensate damages.
- 12.5 If the Collaboration Partner has become a cause for discussion which severely damages the University of Groningen's reputation, the University of Groningen is entitled to terminate or suspend the Agreement partly or wholly.

### **Article 13 Force majeure**

- 13.1 Force majeure at the University of Groningen will be deemed: Circumstances that prevent the performance of the Agreement and cannot be attributable to the University of Groningen, irrespective of whether these circumstances could be foreseen when entering into the Agreement. During force majeure, the obligations of the University of Groningen will be suspended.
- 13.2 Circumstances mentioned in Article 13.1 may include: War circumstances, fire and other destructions, business interruptions, strikes, government measures, pandemics, a general lack of items or services needed to realize the agreed performance, and unforeseeable interruption by third parties, as well as the absence of University of Groningen staff or persons engaged by the University of Groningen due to sickness, and the absence of persons, animals, and plants involved in the performance of the Agreement on which the University of Groningen depends for the performance of the Agreement.
- 13.3 If the University of Groningen, at the start of the force majeure, has already partially met its obligations or can only partially meet its obligations, it has the right to invoice this part of the services rendered or to be rendered, whereby the Collaboration Partner must pay the relevant invoice as if it were a separate assignment. However, this does not apply if the part already rendered or to be rendered has no independent value.

### **Article 14 Continuous provisions**

- 14.1 Conditions that, because of their nature or purpose, are meant to continue after termination of the Project, maintain their effects afterwards. Such conditions may include articles on confidentiality, intellectual property, and publication, liability, settlement of disputes and applicable law.

### **Article 15 Applicable law and disputes**

- 15.1 This Agreement is subject to Dutch law.
- 15.2 All disputes arising from this Agreement that cannot be solved by mutual agreement will be submitted to the relevant court in Groningen.

### **Article 16 Final provisions**



- 16.1 If a court decision declares invalid one or more articles of these General Research Conditions, all other provisions of the General Research Conditions will remain in force. The University of Groningen and the Collaboration Partner will consult each other to agree on new provisions that replace the invalid or annulled conditions. The object and tenor of the invalid or annulled conditions will be upheld as much as possible.
- 16.2 These General Research Conditions have been adopted by the Board of the University of Groningen and entered into effect on 11 April 2023.