

Acceptance Policy Wageningen Bioveterinary Research

1. General aspects

1.1

Under the below conditions, Wageningen Bioveterinary Research accepts items for testing for the purposes of export, import, monitoring, AI worthiness, screening, and the statutory reference tasks imposed by the Ministry of Economic Affairs on the basis of laws and regulations. In addition, Wageningen Bioveterinary Research is authorised by Royal Decree to receive items for testing that originate from animals that have an infectious disease or are suspected of having such a disease. Acceptance of items for testing takes place after they are received, checked, registered, and labelled by the DSU (Dispatching Service Unit) of Wageningen Bioveterinary Research.

In the Animal Health and Welfare Act, Wageningen Bioveterinary Research is designated as a reference laboratory for the diagnosis of several infectious animal diseases. Its authorised tasks relate exclusively to performing the diagnosis that has been agreed to with the sender. Wageningen Bioveterinary Research explicitly does not make decisions or settlements based on the results of the test. In accordance with the law, notifiable results are reported to the Netherlands Food and Consumer Product Safety Authority (NVWA).

1.2

The acceptance policy of Wageningen Bioveterinary Research concerns all items that are sent to Wageningen Bioveterinary Research for diagnostic purposes.

1.3

The client is responsible for taking the (required) sample correctly, and for storing and sending the sample under the right conditions.

Therefore, Wageningen Bioveterinary Research is not responsible for the creation of incorrect test results as a consequence of other parties taking the (required) sample incorrectly, and the storing and sending of the sample under incorrect conditions by the client.

1.4

Wageningen Bioveterinary Research is not responsible for not complying with export requirements. The sender bears all responsibility for requesting the correct laboratory tests in accordance with the import requirements of the concerned country and for filling in the submission form correctly.

Wageningen Bioveterinary Research is not responsible for any errors resulting from incorrectly or incompletely filled in submission forms.

1.5

By signing the submission form, the sender commissions the tests stated on it and is also responsible for the information it contains after completing it.

1.6

For information about results, tests, advice or complaints, please contact the DSU:

Wageningen Bioveterinary Research
F.A.O.: the DSU

Postbus 65, 8200 AB Lelystad.

Ph.: +31-320 - 23 83 02

E-mail: dsu.bvr@wur.nl

Visiting address: Houtribweg 39, 8221 RA Lelystad.

For information about results and tests, please have the following information at hand:

- Customer number (relatienummer) or UBN
- Submission number as stated on the received reports
- Name of the owner
- Animal species
- Submission date

The DSU can be reached by telephone from Monday through Friday from 10:00 to 12:00 and from 14:00 to 16:30.

Items for testing can be delivered to the DSU on Monday through Friday between 08:00 and 17:00, Houtribweg 39, Lelystad.

Information about the materials received by Wageningen Bioveterinary Research, the progress of research, and the disclosed results can also be found on MijnbVR (www.mijnbvr.nl)

2. Rates and duration of testing (turnaround time).

2.1 Rates

Wageningen Bioveterinary Research has a price list which can be viewed and downloaded from the [website](#) ("Rate list"). Wageningen Bioveterinary Research reserves the right to change the prices. The date of receipt of the test sample determines the applicable price, as published on the website.

For a number of diagnostic tests, a graduated discount applies. These discounts are shown on the price list ("Rate list"). A graduated discount applies when the samples for diagnostic testing are submitted on one day by one paying customer.

Some diagnostic tests are outsourced by Wageningen Bioveterinary Research to specialised affiliated institutes (some located abroad). This is outlined in the detailed

information of these diagnostic tests on the price list.

2.2 Turnaround time

Besides the test prices, the price list also provides an indication of the turnaround time (in working days) for the various diagnostic tests.

The turnaround time is defined as follows:

The turnaround time is the maximum time in working days required for the test. The turnaround time is calculated from the date the sample is received before 12:00 hrs at the DSU until the moment at which the report is sent with the test results. If a sample is received after 12:00, the following working day is considered the first day of the turnaround time.

Wageningen Bioveterinary Research tries its hardest to comply with the turnaround time, but it is not an absolute deadline. Due to exceptional circumstances, the turnaround time may be exceeded.

In case various diagnostic tests are to be conducted on the same items, the report with the test results will be sent after all diagnostic tests on these items are completed. The test with the longest turnaround time will determine the turnaround time of the full set of tests.

For a number of tests, it is possible to report interim results. When all the tests on a particular item have been completed, a final report will be sent that includes all test results (including those for which interim results were reported earlier). The final report has a turnaround time equivalent to the individual test with the longest turnaround time.

Exceptions to the turnaround times are possible only after consultation and agreement with the DSU. If the sender does not comply with the requirement of the agreement, it will become void and the standard turnaround time will apply.

3. Ownership and use of items submitted for testing.

The ownership of submitted items transfers from the sender to Wageningen Bioveterinary Research when the DSU accepts the item for testing.

After the requested diagnostic tests have been carried out, Wageningen Bioveterinary Research is entitled to destroy the remaining samples or to use these for research purposes after being anonymised. Wageningen Bioveterinary Research is also entitled to use the results of diagnostic tests for research purposes with the understanding that Wageningen Bioveterinary Research ensures that the origin of the tested material is not traceable.

If additional testing is desired using the original material, the sender must inform Wageningen Bioveterinary Research of this fact within 7 days by telephone or e-mail. Additional research can only be completed if there is enough testing material available. Additional testing on material that is submitted exclusively for serological testing is possible only if the desired additional test is also serological. Other types of additional testing, such as virus isolation or PCR, are not possible.

If a written notification has been submitted beforehand stating that additional testing may be required, the original material can be handled separately and stored under suitable conditions for the additional testing; as a result this additional testing will be possible at a later time. Surcharges will be applied for this service.

4. Registration/submission of samples

4.1 The following requirements apply to the submission of items for testing:

- The use of a Wageningen Bioveterinary Research submission form or a similar one is mandatory. The Wageningen Bioveterinary Research forms can be found and downloaded from the [website](#).
- Submission forms must be filled in completely and must be clearly legible. The submission forms can also be filled in on our [website](#) and then printed.
- If the forms are not filled in clearly or completely, the sender will be contacted; as a result, the requested test may be delayed.
- All items for testing must be labelled uniquely.
- Recommendations and requirements for sampling, storage conditions, transport conditions, and transport duration are outlined on the price list. We recommend that research samples for which no specific transport conditions are noted on the price list are sent at room temperature (about 20°C). To guarantee this, we recommend using a certified courier for the transport.
- Shipments consisting of more than 10 items for testing must be clearly sorted before shipping. The sorting sequence must match the sequence on the enclosed submission form. If this is not the case, the testing could be delayed.
- A graduated discount applies when the samples for diagnostic testing are submitted on one day by one paying customer. (see also point 2.1).
- For each completely filled 10 ml blood sample tube, a maximum of 6 tests can be conducted. For each requested serum test, at least 0.5 ml of serum is needed (or 2 ml of whole blood).
- Shipments must be sent for the attention of the DSU of Wageningen Bioveterinary Research (see 1.3 for the address).

In the following cases Wageningen Bioveterinary Research must be notified about requests for testing at least two working days prior to delivery of the samples before 12:00 hrs at the DSU:

- If diagnostic tests are requested that are conducted sporadically by the Wageningen Bioveterinary Research (identified with an asterisk on the price list).
- If **more than 50** items are submitted for testing.
- Semen samples for virus isolation and/or PCR.
- Fish diagnostics (see 4.1.9).
- Diagnostic testing of wildlife, such as animal carcasses, bait, etc. (see 4.1.8)

A preliminary registration of two weeks applies for the Avian Influenza virus isolation (AI-VI) and Newcastle Disease virus isolation (ND-VI) tests when testing over 20 samples for pool research, and 5 samples for individual tests, (see also the [website](#))

If Wageningen Bioveterinary Research is not notified about these samples on time, the turnaround time may be longer.

Additional requirements apply to tests concerning the following:

4.1.1 Wild Fauna testing:

Notification needs to be submitted beforehand for all samples for testing in relation to Wild Fauna. Telephone +31 320 238 438 or e-mail wilde.fauna@wur.nl. We recommend that items for testing (e.g. animal carcasses, bait), wherever possible, are packaged individually, in leak-free packaging, and sent by refrigerated transport. Those items for testing must be accompanied by a separate Wild Fauna submission form which can be downloaded from our website.

4.1.2 Diagnostic testing for Fish and Shellfish diseases

The appropriate diagnostic laboratory at Wageningen Bioveterinary Research must be notified in advance about submissions of live fish and shellfish for diagnostic testing:

- fish diagnostics:
phone +31-320-238373 or 238352
- shellfish diagnostics:
phone +31-320-238373 or 238729.

For tests of live fish for export reasons, an advance notification term of 2 weeks is required unless a different agreement has been made with the laboratory for Fish and Shellfish diseases.

Live fish must be transported in labelled, sealed packaging (for example a sealed double plastic bag, one-third full of water, inside a cardboard box) to the rear of the WBVR building 215 at the post mortum room.

The shipment must always be accompanied with a completed submission form for fish disease diagnostics (see the [website](#)). You can also find further information on our [website](#).

4.1.3 BSE (Bovine Spongiform Encephalomyelitis) diagnosis (screening)

- The plastic bags with **Falcon tubes** from each slaughterhouse must be transported in the correct packaging in accordance with the regulations on the transport of diagnostic samples.
- Each plastic bag must have a uniquely numbered seal.
- The submission form must be placed in a separate package in the sealed plastic bag.
- A maximum of 24 samples can be included on one submission form. The samples that are included on one submission form must be packaged together in one plastic bag.
- The material, including the ear tag of the animal, must be placed in a **Falcon tube**.
- The **Falcon tube** must have a barcode which contains a unique ID number.
- The tubes must be delivered clean, and the barcode must be legible.

If the conditions listed in 4.1 are not met, items for testing can be rejected.

4.2 Rejected items for testing

Wageningen Bioveterinary Research reserves the right to refuse items for testing if there is a reason to do so. In these cases, the sender will be contacted immediately, the reason for rejection will be explained and the further handling of the rejected request for testing will be discussed.

4.3 Diagnostic testing of stored samples

Wageningen Bioveterinary Research offers the possibility of performing additional tests after the initially requested test is completed. Samples are stored for 4 weeks after arrival. An additional fee is charged for locating the stored samples.

If the initial test(s) consisted only of serological testing, an isolation or PCR test is only possible if Wageningen Bioveterinary Research was notified beforehand that this kind of additional testing might be required. In those cases, the samples will be processed and stored separately. An additional fee is charged for this separate processing and storage.

5. Transport

The transport of items for diagnostic testing to the DSU of Wageningen Bioveterinary Research is at the expense and risk of the sender. Consequently, the sender must arrange the transport of the samples, by regular mail or courier. This includes the correct packaging of diagnostic material (e.g. without leaks or breakage) according to the relevant [ADR regulations](#) (European Agreement concerning the International Carriage of Dangerous

Goods by Road - § 2.2.62).

6. Reporting and invoicing

6.1

After all requested diagnostic testing has been completed, Wageningen Bioveterinary Research will report the results to the sender by e-mail or letter (depending on the preference of the sender).

6.2

The results of all diagnostic tests from a single assignment are reported simultaneously. It is not possible at any time to split the results for the same assignment into multiple sub-reports.

However, for some tests it is possible to receive interim results. Such an interim result is possible only when all identical tests in a single assignment have been completed.

6.3

The sender of a request for testing, as listed on the submission form, is responsible for the payment of invoiced tests, unless other agreements were made in writing with the DSU of Wageningen Bioveterinary Research. Payment must be made according to the term on the invoice.

6.4

If the sender of a request for testing has (an) outstanding invoice(s) for which the payment deadline has elapsed, then Wageningen Bioveterinary Research will not accept any new requests for testing before the outstanding amount, including any additional charges for interest and charges, has been paid. Wageningen Bioveterinary Research can also request advance payment in those cases.

6.5

If the sender notices deviations on the results report, they are requested to contact the DSU about these deviations within one month after receiving the results.

7. General Terms and Conditions

In so far as the prevailing Acceptance Policy has not expressly provided otherwise, the General Terms and Conditions of Stichting Wageningen Research, filed with the Chamber of Commerce Central Gelderland (KvK number 09098104) apply, dated 5 September 2016, and published on the website of Wageningen Bioveterinary Research.

8. Complaints

Complaints about the activities conducted by Wageningen Bioveterinary Research can be submitted in writing within one month of receipt of the results to Wageningen Bioveterinary Research, for the attention of the DSU. Wageningen Bioveterinary Research will provide a substantiated written reply within one month after receipt of the written complaint. Complaints can be submitted via a link on our website (Contact Wageningen Bioveterinary Research - [Questions and comments](#)).

If incorrect information is stated on the report, or if an invoice was sent in error, the DSU must be notified within one month of receipt of the results/invoice (see 1.6 for the address).

9. Current matters

Information about current prices (including temporary ones), and up-to-date information regarding a change, or animal disease crisis or outbreak can be found on our [website](#). It also lists information about the opening times of Wageningen Bioveterinary Research.

10. Privacy

Any personal data submitted to use are only used for the execution of the diagnostic tests. We do not share personal data with other parties, unless we are obliged to do so by law. The processing of personal data by Wageningen University & Research is governed by our Regulations for the Protection of Personal Data, which is available [here](#).

General Terms and Conditions

1 January 2018

Wageningen University – Chamber of Commerce number:
09215846

and Stichting Wageningen Research – Chamber of
Commerce number: 09098104



WAGENINGEN
UNIVERSITY & RESEARCH

These General Terms and Conditions have been adopted by Wageningen University and Stichting Wageningen Research and have been lodged with the Dutch Chamber of Commerce for Central Gelderland in Arnhem, The Netherlands.

These General Terms and Conditions apply to research and other assignments given to WUR, to the express exclusion of the client's general terms and conditions, however named.

Article 1 Definitions

1.1

Background Knowledge: any technical information, including data, materials, tools, software, algorithms, knowledge, models, methods, processes and techniques (as well as any intellectual property rights pertaining thereto) to which client or WUR were entitled before the agreement commenced and any such information generated thereafter by the client or WUR outside the scope of the Work.

Code of Conduct for Scientific Practice: the Netherlands Code of Conduct for Scientific Practice adopted by the Association of Universities in the Netherlands (VSNU).

Quotation: the offer by WUR to the client to perform Work for a certain price.

Project Plan: description of the Work to be performed by WUR, including any modifications thereof agreed on later by the client and WUR.

Report: a written or electronic document providing a description of the Work performed and the Results.

Results: the data, materials, tools, software, algorithms, knowledge, models, methods, processes and techniques resulting from the Work, excluding Background Knowledge.

Confidential Information: any Background Knowledge, the Quotation, the Project Plan, business information (including legal, financial and commercial information) and personal data which the receiving party has received from the disclosing party in connection with the agreement and (1) which is designated by the disclosing party as confidential or (2) which the receiving party reasonably can know or should know is confidential.

Work: work to be performed by or for WUR and/or work of a tangible nature to be created based on a Project Plan agreed on by the client and WUR.

WUR: Wageningen University & Research

a partnership between the legal entities Wageningen University and Stichting Wageningen Research.

For purposes of these General Terms and Conditions, 'WUR' will mean the department(s) and/or research institute(s) indicated in the Quotation.

Wageningen University includes the following departments:

- Agrotechnology & Food Sciences;
- Animal Sciences;
- Social Sciences;
- Environmental Sciences;
- Plant Sciences.

Stichting Wageningen Research includes the following research institutes:

- Wageningen Economic Research;
- Wageningen Environmental Research;
- Wageningen Food and Biobased Research;
- Wageningen Livestock Research;
- Wageningen Plant Research;
- Centre for Development Innovation;
- RIKILT;
- Wageningen Bioveterinary Research;
- Wageningen Marine Research.

Article 2 Conclusion and content of the agreement

2.1

The agreement between the client and WUR will be concluded through acceptance of the Quotation by the client, either in writing or electronically, within the period stated in the Quotation. The agreement will take effect on the start date mentioned in the Quotation and, in the absence thereof, on the date on which WUR received the acceptance. If, with the client's consent, WUR has started performing the Work, the content of the Quotation will be regarded as agreed on, and the start date for the Work will be considered the start date for the Quotation.

2.2

The agreement will be carried out in accordance with the Quotation and the Project Plan.

2.3

Conducting investigations into the existence of third-party patent rights or the patenting options will not constitute part of the agreement. If conducting investigations as referred to above has expressly been agreed on in writing, WUR will not in any way assume liability for the content and results of these.

Article 3 Performance of the Agreement

3.1

In performing the agreement, WUR will aim to achieve a

Result that is useful for the client (reasonable efforts obligations). The Project Plan will be drawn up and the Work will be performed within the framework of the Code of Conduct for Scientific Practice, which describes general principles of good scientific practice. Results and conclusions may not be influenced by clients' interests or wishes.

3.2

Any periods indicated in the Quotation or Project Plan will be estimates. WUR will not be in default through the mere lapse of a period. If WUR anticipates that a period may substantially be exceeded, WUR will notify and consult with the client.

3.3

WUR is not obliged to commence or continue the Work until all information, data, materials, equipment or other items to be provided by the client to WUR have actually been furnished to WUR in the agreed form, quantities and/or quality. Delays in furnishing the aforementioned items will entitle WUR to set a revised schedule, as well as to pass on to the client the costs incurred due to waiting periods.

3.4

WUR may replace employees performing the Work with other employees.

WUR may engage third parties to perform (part of) the agreement (under WUR's responsibility).

3.5

The client and WUR will inform each other of details which become apparent while performing the agreement or during the performance of the agreement, and which in all reasonableness are expected to be relevant to the other party.

3.6

If the Work relates to materials provided by the client, the client will be responsible for the selection, representativeness, designations of codes and brand or product names, identification, date of sampling and other relevant information regarding the materials to be researched.

3.7

If reasonably possible, WUR will keep materials (or the remnants thereof) which are furnished to WUR in connection with the performance of the agreement for two weeks after the date on which the Results in that respect were reported or delivered to the client. If the client has not arranged to pick up the aforementioned materials or have them

sent back within this period, WUR may take appropriate measures at the client's expense.

Article 4 Reporting

4.1

WUR will report to the client on the progress of the Work in accordance with the Quotation or Project Plan. If not agreed otherwise, the reporting will occur in writing or electronically.

4.2

Results and Reports will be deemed to have been accepted by the Client if WUR has not received written objections within four (4) weeks after they were sent.

Article 5 Price and payment

5.1

Any amounts mentioned by WUR in the Quotation or Project Plan will be in euros, and exclusive of turnover tax and other taxes and levies.

5.2

Unless agreed otherwise in the Quotation, the amount mentioned in the Quotation will be a fixed price. WUR may index the costs of the portion of the Work not yet performed each January 1st in accordance with the annual adjustment of the rates applicable at WUR.

The costs for additional work may only be charged on to the client if the client has agreed to this in writing or electronically beforehand.

5.3

WUR will invoice the price in conformity with the schedule included in the Quotation. In the absence of such schedule, WUR may demand pre-payment and/or issue interim invoices. Invoices must be paid by the client within thirty (30) days of the invoice date.

5.4

If an invoice has not been paid within thirty (30) days of the invoice date in conformity with Article 5.3, WUR may increase the invoice amount by contractual default interest of one percent (1%) per month or portion thereof. WUR may charge the collection costs to the client as well.

5.5

Rights will be granted or transferred to the client under the suspensive condition that the client has fully paid to WUR all amounts owed in connection with the agreement.

Article 6 Confidential Information

6.1

The receiving party must treat the Confidential Information as confidential, keep it secret and not use it for any other purpose than performing the agreement. In performing the agreement, WUR may disclose Confidential Information to other departments and research institutes of WUR under the same conditions as referred to in this Article 6.

6.2

The obligations in Article 6.1 will not apply to Confidential Information as to which the receiving party can demonstrate:

- was already in the public domain at the time it was furnished or, has become public thereafter through no fault on the part of the receiving party;
- was already in receiving party's possession at the time it was furnished to it;
- was obtained from a third party not under any obligation of confidentiality and, to the best of recipient's knowledge, did not originate from the disclosing party;
- was obtained from its own research, without the Confidential Information received having been used in any way.

6.3

The obligations arising from Article 6.1 will not apply if and insofar as they are inconsistent with WUR's statutory duties and obligations or WUR foresees a serious threat to people, property, the environment or public health in in that respect. In these instances, WUR will, if possible, consult with the client before disclosing the Confidential Information.

6.4

The receiving party may disclose the Confidential Information if and insofar as it is required to do so under the law or an order by a judicial body, administrative body or a government institution. In such case, the receiving party will immediately inform the disclosing party of this, so the disclosing party will have the opportunity to intervene and possibly prevent disclosure.

6.5

Results will be considered WUR's Confidential Information and must therefore be treated by the client in conformity with this Article 6.

6.6

The obligations concerning Confidential Information will continue to apply for five (5) years after the agreement ends.

Article 7 Background Knowledge and Results

7.1

WUR and the client will each remain entitled to their Background Knowledge. Except for purposes of performing the Work, the parties do not grant each other any rights to use the Background Knowledge.

7.2

WUR will be entitled to any improvements or modifications to WUR's Background Knowledge, unless such an improvement or modification is the express purpose of the Work.

7.3

WUR will hold the rights to the Results and will be solely entitled to the intellectual property rights to these Results (and will have the exclusive right to apply for such rights). The client will provide any necessary cooperation to WUR with respect to filing an application for an intellectual property right.

7.4

Within the scope of the Work described in the Quotation and/or Project Plan, the client will receive a non-transferable, non-sub-licensable and non-exclusive right to use the Results, as well as the right to reproduce Reports and other documents in its entirety and solely for internal use.

7.5

WUR will always retain the right to use the Results for internal research purposes and teaching.

Article 8 Publication

8.1

Subject to the provisions in Article 6, WUR may publish the Results. During the term of the Work, WUR will submit a proposed publication of the Results to the client in writing.

If WUR has not received a written response from the client within thirty (30) days after written notice of the proposed publication to the client, the client will be deemed to have consented to the proposed publication.

A substantiated written request by the client to postpone publication will be granted if the proposed publication of the Results also includes client's Confidential Information. WUR will delete the Confidential Information from the proposed publication in that case. Publication will be permissible afterwards.

8.2

The client may not publish a Report or Result issued by

WUR (or cause this to be published) in whole or in part without WUR's prior written permission. 'Publication' will also include providing Reports or Results to third parties for inspection, use for judicial proceedings, advertising and canvassing in a more general sense.

8.3

The parties may not use each other's name or logos in any connection whatsoever, with the exception of WUR's right to state, in publishing the Results, the name of the client as the party financing the research.

Article 9 Liability

9.1

WUR's total liability ensuing from or relating to the agreement will be limited to at most the amounts paid by the client to WUR in connection with the Work.

9.2

WUR will not be liable for loss or damages that the client suffers on account of the client's use of the Results or on account of negative publicity, nor will WUR be liable for lost turnover, lost profits, reputational damage, or the loss of data and/or materials.

9.3

The foregoing liability limitations will not apply if and insofar as liability was caused by wilful misconduct or deliberate recklessness on WUR's part.

9.4

WUR will not assume any liability for loss or damages resulting from defects in items supplied to WUR, such as software, which WUR re-supplies to the client, unless and insofar as WUR can recover this damage from its supplier.

9.5

Any claim against employees or persons engaged by WUR will be precluded. Employees and persons engaged by WUR may always invoke this third-party clause stipulated for their benefit.

9.6

The client will indemnify WUR against third-party claims relating in any way to the Work performed by WUR for the client or ensuing from the use of the Results. The client will indemnify WUR against third-party claims ensuing from the use of items or data that the client has provided to WUR in performing the agreement.

Article 10 Force majeure

If WUR or the client cannot fulfil its contractual obligations due to a situation of force majeure, the party concerned may suspend its obligations while this situation exists, provided the other party has explicitly been informed in writing immediately after the situation arises. 'Force majeure' will refer to situations which impede performance of the agreement, which are not the fault of the party experiencing the force majeure situation, and for which this party is not liable pursuant to the law, legal acts or generally accepted standards, including, but not limited to, the absence of personnel because of illness and the loss of animals or plants used in performing the agreement.

Article 11 Termination

11.1

If a party breaches an obligation ensuing from the agreement and performance has not become permanently impossible, the other party will offer the breaching party a reasonable period for correction through written notice to the breaching party. If the breaching party is in default, the other party may – without prejudice to the right to compensation – immediately rescind the agreement through a registered letter, unless the breach, in light of its special nature or minor significance, does not justify rescission with its consequences. If the agreement has duly been rescinded, any claims of the rescinding party against the breaching party will become immediately due and payable.

11.2

The parties will only be entitled to terminate the agreement immediately through a written letter in the following instances:

- a. if the other party is declared insolvent or is granted a suspension of payments, or a request to that effect has been filed;
- b. if the other party's business is liquidated or shut down;
- c. if a situation of force majeure – as stated in Article 10 – is present, and this situation has lasted longer than ninety (90) days.

11.3

In the event of interim or other termination or rescission of the agreement, the parties will still be bound by Articles 1, 2.3, 6, 7, 8, 9 and 11.3 of these General Terms and Conditions, all of this – if applicable – for the period stated in the relevant article.

Article 12 Miscellaneous

12.1

Any claims by the client for compensation will lapse twelve (12) months after the Work to which these claims pertain was performed.

12.2

Changes to these General Terms and Conditions or the Quotation (including additional work) will only be valid if they have been agreed on by the parties in writing or electronically.

12.3

If it turns out that a party cannot invoke one or more provisions of these General Terms and Conditions at law, the agreement and the terms and conditions applicable to it will otherwise remain in force. If the situation described above occurs, the aforementioned provision will be replaced with a provision that, in terms of the substance, approximates the object and effect of the provision replaced as much as possible.

12.4

The client may not transfer the rights and obligations under this agreement to a third party without WUR's prior written permission, which permission will not unreasonably be withheld. WUR may transfer the agreement to any legal successors.

A transfer will not affect the confidentiality obligations agreed on by the parties.

12.5

If different documents are inconsistent with one another, the following order of priority will apply: (1) Quotation; (2) General Terms and Conditions and (3) Project Plan.

Article 13 Disputes and applicable law

13.1

The agreement and legal relationships between WUR and the client are governed by Dutch law.

13.2

Any disputes that arise in connection with the agreement or later agreements ensuing from it will be settled by the Gelderland District Court, Arnhem location.

General Terms and Conditions

1 January 2018

Wageningen University – Chamber of Commerce number: 09215846
Stichting Wageningen Research – Chamber of Commerce number: 09098104

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Report: a written or electronic document providing a description of the Work performed and the Results.

Results: the data, materials, tools, software, algorithms, knowledge, models, methods, processes and techniques resulting from the Work, excluding Background Knowledge.

Work: work to be performed by or for WUR and/or work of a tangible nature to be created based on a Project Plan agreed on by the client and WUR.

WUR: Wageningen University & Research, a partnership between the legal entities Wageningen University and Stichting Wageningen Research.

For purposes of these General Terms and Conditions, 'WUR' will mean the department(s) and/or research institute(s) indicated in the Quotation.

Wageningen University includes the following departments:

- Agrotechnology and Food Sciences;
- Animal Sciences;
- Social Sciences;
- Environmental Sciences;
- Plant Sciences.

Stichting Wageningen Research includes the following research institutes:

- Wageningen Economic Research;
- Wageningen Environmental Research;
- Wageningen Food and Biobased Research;
- Wageningen Livestock Research;
- Wageningen Plant Research;
- Centre for Development Innovation;
- RIKILT;
- Wageningen Bioveterinary Research;
- Wageningen Marine Research.

Article 2 Conclusion and content of the agreement

2.1

The agreement between the client and WUR will be concluded through acceptance of the Quotation by the client, either in writing or electronically, within the period stated in the Quotation. The agreement will take effect on the start date mentioned in the Quotation and, in the absence thereof, on the date on which WUR received the acceptance. If, with the client's consent, WUR has started performing the Work, the content of the Quotation will be regarded as agreed on, and the start date for the Work will be considered the start date for the Quotation.

2.2

The agreement will be carried out in accordance with the Quotation and the Project Plan.

2.3

Conducting investigations into the existence of third-party patent rights or the patenting options will not constitute part of the agreement. If conducting investigations as referred to above has expressly been agreed on in writing, WUR will not in any way assume liability for the content and results of these.

Article 3 Performance of the Agreement

3.1

In performing the agreement, WUR will aim to achieve a Result that is useful for the client (reasonable efforts obligations). The Project Plan will be drawn up and the Work will be performed within the frameworks of the Code of

Conduct for Scientific Practice, which describes general principles of good scientific practice. Results and conclusions may not be influenced by clients' interests or wishes.

3.2

Any periods indicated in the Quotation or Project Plan will be estimates. WUR will not be in default through the mere lapse of a period. If WUR anticipates that a period may substantially be exceeded, WUR will notify and consult with the client.

3.3

WUR is not obliged to commence or continue the Work until all information, data, materials, equipment or other items to be provided by the client to WUR have actually been furnished to WUR in the agreed form, quantities and/or quality. Delays in furnishing the aforementioned items will entitle WUR to set a revised schedule, as well as to pass on to the client the costs incurred due to waiting periods.

3.4

WUR may replace employees performing the Work with other employees. WUR may engage third parties to perform (part of) the agreement (under WUR's responsibility).

3.5

The client and WUR will inform each other of details which become apparent while performing the agreement or during the performance of the agreement, and which in all reasonableness are expected to be relevant to the other party.

3.6

If the Work relates to materials provided by the client, the client will be responsible for the selection, representativeness, designations of codes and brand or product names, identification, date of sampling and other relevant information regarding the materials to be researched.

3.7

If reasonably possible, WUR will keep materials (or the remnants thereof) which are furnished to WUR in connection with the performance of the agreement for two weeks after the date on which the Results in that respect were reported or delivered to the client. If the client has not arranged to pick up the aforementioned materials or have them sent back within this period, WUR may take appropriate measures at the client's expense.

Article 4 Reporting

4.1

WUR will report to the client on the progress of the Work in accordance with the Quotation or Project Plan. If not agreed otherwise, the reporting will occur in writing or

electronically.

4.2

Results and Reports will be deemed to have been accepted by the Client if WUR has not received written objections within four (4) weeks after they were sent.

Article 5 Price and payment

5.1

Any amounts mentioned by WUR in the Quotation or Project Plan will be in euros, and exclusive of turnover tax and other taxes and levies.

5.2

Unless agreed otherwise in the Quotation, the amount mentioned in the Quotation will be a fixed price. WUR may index the costs of the portion of the Work not yet performed each January 1st in accordance with the annual adjustment of the rates applicable at WUR.

The costs for additional work may only be charged on to the client if the client has agreed to this in writing or electronically beforehand.

5.3

WUR will invoice the price in conformity with the schedule included in the Quotation. In the absence of such schedule, WUR may demand pre-payment and/or issue interim invoices. Invoices must be paid by the client within thirty (30) days of the invoice date.

5.4

If an invoice has not been paid within thirty (30) days of the invoice date in conformity with Article 5.3, WUR may increase the invoice amount by contractual default interest of one percent (1%) per month or portion thereof. WUR may charge the collection costs to the client as well.

5.5

Rights will be granted or transferred to the client under the suspensive condition that the client has fully paid to WUR all amounts owed in connection with the agreement.

Article 6 Confidential Information

6.1

The receiving party must treat the Confidential Information as confidential, keep it secret and not use it for any other purpose than performing the agreement. In performing the agreement, WUR may disclose Confidential Information to other departments and research institutes of WUR under the same conditions as referred to in this Article 6.

6.2

The obligations in Article 6.1 will not apply to Confidential Information as to which the receiving party can demonstrate:

- was already in the public domain at the time it was furnished or, has become public thereafter through no fault on the part of the receiving party;
- was already in receiving party's possession at the time it was furnished to it;
- was obtained from a third party not under any obligation of confidentiality and, to the best of recipient's knowledge, did not originate from the disclosing party;
- was obtained from its own research, without the Confidential Information received having been used in any way.

6.3

The obligations arising from Article 6.1 will not apply if and insofar as they are inconsistent with WUR's statutory duties and obligations or WUR foresees a serious threat to people, property, the environment or public health in in that respect. In these instances, WUR will, if possible, consult with the client before disclosing the Confidential Information.

6.4

The receiving party may disclose the Confidential Information if and insofar as it is required to do so under the law or an order by a judicial body, administrative body or a government institution. In such case, the receiving party will immediately inform the disclosing party of this, so the disclosing party will have the opportunity to intervene and possibly prevent disclosure.

6.5

Results will be considered WUR's Confidential Information and must therefore be treated by the client in conformity with this Article 6.

6.6

The obligations concerning Confidential Information will continue to apply for five (5) years after the agreement ends.

Article 7 Background Knowledge and Results

7.1

WUR and the client will each remain entitled to their Background Knowledge. Except for purposes of performing the Work, the parties do not grant each other any rights to use the Background Knowledge.

7.2

WUR will be entitled to any improvements or modifications to WUR's Background Knowledge, unless such an improvement or modification is the express purpose of the Work.

7.3

WUR will hold the rights to the Results and will be solely entitled to the intellectual property rights to these Results

(and will have the exclusive right to apply for such rights). The client will provide any necessary cooperation to WUR with respect to filing an application for an intellectual property right.

7.4

Within the scope of the Work described in the Quotation and/or Project Plan, the client will receive a non-transferable, non-sub-licensable and non-exclusive right to use the Results, as well as the right to reproduce Reports and other documents in its entirety and solely for internal use.

7.5

WUR will always retain the right to use the Results for internal research purposes and teaching.

Article 8 Publication

8.1

Subject to the provisions in Article 6, WUR may publish the Results. During the term of the Work, WUR will submit a proposed publication of the Results to the client in writing.

If WUR has not received a written response from the client within thirty (30) days after written notice of the proposed publication to the client, the client will be deemed to have consented to the proposed publication.

A substantiated written request by the client to postpone publication will be granted if the proposed publication of the Results also includes client's Confidential Information. WUR will delete the Confidential Information from the proposed publication in that case. Publication will be permissible afterwards.

8.2

The client may not publish a Report or Result issued by WUR (or cause this to be published) in whole or in part without WUR's prior written permission. 'Publication' will also include providing Reports or Results to third parties for inspection, use for judicial proceedings, advertising and canvassing in a more general sense.

8.3

The parties may not use each other's name or logos in any connection whatsoever, with the exception of WUR's right to state, in publishing the Results, the name of the client as the party financing the research.

Article 9 Liability

9.1

WUR's total liability ensuing from or relating to the agreement will be limited to at most the amounts paid by the client to WUR in connection with the Work.

9.2

WUR will not be liable for loss or damages that the client suffers on account of the client's use of the Results or on account of negative publicity, nor will WUR be liable for lost turnover, lost profits, reputational damage, or the loss of data and/or materials.

9.3

The foregoing liability limitations will not apply if and insofar as liability was caused by wilful misconduct or deliberate recklessness on WUR's part.

9.4

WUR will not assume any liability for loss or damages resulting from defects in items supplied to WUR, such as software, which WUR re-supplies to the client, unless and insofar as WUR can recover this damage from its supplier.

9.5

Any claim against employees or persons engaged by WUR will be precluded. Employees and persons engaged by WUR may always invoke this third-party clause stipulated for their benefit.

9.6

The client will indemnify WUR against third-party claims relating in any way to the Work performed by WUR for the client or ensuing from the use of the Results. The client will indemnify WUR against third-party claims ensuing from the use of items or data that the client has provided to WUR in performing the agreement.

Article 10 Force majeure

If WUR or the client cannot fulfil its contractual obligations due to a situation of force majeure, the party concerned may suspend its obligations while this situation exists, provided the other party has explicitly been informed in writing immediately after the situation arises. 'Force majeure' will refer to situations which impede performance of the agreement, which are not the fault of the party experiencing the force majeure situation, and for which this party is not liable pursuant to the law, legal acts or generally accepted standards, including, but not limited to, the absence of personnel because of illness and the loss of animals or plants used in performing the agreement.

Article 11 Termination

11.1

If a party breaches an obligation ensuing from the agreement and performance has not become permanently impossible, the other party will offer the breaching party a reasonable period for correction through written notice to the breaching party. If the breaching party is in default, the other party may – without prejudice to the right to compensation – immediately rescind the agreement through a registered letter, unless the breach, in light of its special nature or minor significance, does not justify

rescission with its consequences. If the agreement has duly been rescinded, any claims of the rescinding party against the breaching party will become immediately due and payable.

11.2

The parties will only be entitled to terminate the agreement immediately through a written letter in the following instances:

- a. if the other party is declared insolvent or is granted a suspension of payments, or a request to that effect has been filed;
- b. if the other party's business is liquidated or shut down;
- c. if a situation of force majeure – as stated in Article 10 – is present, and this situation has lasted longer than ninety (90) days.

11.3

In the event of interim or other termination or rescission of the agreement, the parties will still be bound by Articles 1, 2.3, 6, 7, 8, 9 and 11.3 of these General Terms and Conditions, all of this – if applicable – for the period stated in the relevant article.

Article 12 Miscellaneous

12.1

Any claims by the client for compensation will lapse twelve (12) months after the Work to which these claims pertain was performed.

12.2

Changes to these General Terms and Conditions or the Quotation (including additional work) will only be valid if they have been agreed on by the parties in writing or electronically.

12.3

If it turns out that a party cannot invoke one or more provisions of these General Terms and Conditions at law, the agreement and the terms and conditions applicable to it will otherwise remain in force. If the situation described above occurs, the aforementioned provision will be replaced with a provision that, in terms of the substance, approximates the object and effect of the provision replaced as much as possible.

12.4

The client may not transfer the rights and obligations under this agreement to a third party without WUR's prior written permission, which permission will not unreasonably be withheld. WUR may transfer the agreement to any legal successors. A transfer will not affect the confidentiality obligations agreed on by the parties.

12.5

If different documents are inconsistent with one another, the following order of priority will apply: (1) Quotation; (2) General Terms and Conditions and (3) Project Plan.

Article 13 Disputes and applicable law

13.1

The agreement and legal relationships between WUR and the client are governed by Dutch law.

13.2

Any disputes that arise in connection with the agreement or later agreements ensuing from it will be settled by the Gelderland District Court, Arnhem location.