



## **THE UNDERSIGNED**

- i. The private company with limited liability **Van Haren Group B.V.**, having its registered office and principal place of business in 's-Hertogenbosch, at the address Emmaplein 4, duly represented in this matter by Miriam Blom, director, hereinafter referred to as: “**Van Haren**”; and
- ii. The private company with limited liability \_\_\_\_\_, having its registered office and principal place of business in \_\_\_\_\_, duly represented in this matter by \_\_\_\_\_, hereinafter referred to as: “**Partner**”;

## **UPON CONSIDERING THAT**

- a. Van Haren owns, is entitled respectively to – either or not by means of a license- (the exploitation of) the intellectual property rights, among which the copyright of the material mentioned in the attached list (Attachment 1), hereinafter referred to as “**the Material**”;
- b. Partner is a training organisation committed to train individuals/students and to provide them with training courses. Partner wants for training and educational purposes to use the knowledge embodied in the Material, however without copying the Material or part of it. Partner is committed to prescribe the Material to the individuals/students and to purchase at Van Haren a (paper or e-book) copy of the Material for every single individual/student that takes part of the training course and provide this to the individual/student.
- c. Van Haren is willing to provide Partner with a non-exclusive and royalty-free license of the following conditions and therefore:

## **HAVE AGREED AS FOLLOWS:**

### **Article 1      License**

1. Van Haren herewith grants Partner during the term of this agreement a non-exclusive, non-transferable license to use the knowledge embodied in the Material, such for training and educational purposes only. This royalty-free license is granted exclusively for the Material designated and checked on Attachment 1 and exclusively for the duration of this agreement.
2. Van Haren grants Partner this license specifically considering the capacity, quality and activities of Partner and Partner is not permitted to transfer the license, or any part of it, in any way, among which in any case but not solely is included the resale to any third party or to grant any sub-license, without explicit prior approval in writing by Van Haren.
3. Partner undertakes to prescribe the Material to the individuals/students and to purchase at Van Haren a  
(paper or e-book)copy of the Material for every single individual/student that takes part of the training course and provide this to the individual/student.

## **Article 2            Intellectual Property**

Notwithstanding the license granted in article 1, all intellectual property rights concerning the Material remain property of Van Haren at all times, or of the party who owns these rights. Nothing in this agreement will lead to the creation or the transfer of any (intellectual) property right for or to Partner, any individual and/or student from Partner or any other natural person or legal entity.

## **Article 3            Obligations**

1. Partner will use the knowledge embodied in the Material exclusively in accordance with the conditions of this agreement.
2. It is not allowed for Partner to perform its training and educational activities in a way which, to the exclusive judgment of Van Haren, may be considered unsuitable or inappropriate or which may harm the name or reputation of Van Haren, or the author(s) of the Material or any other party concerned.
3. It is not allowed for Partner to use the knowledge embodied in the Material in a way which may be misleading against third parties.
4. The license granted under article 1 does not include and Partner is therefore not allowed to copy, share, re-sell, publish or use the Material, or part thereof, in any way whatsoever.

## **Article 4            Review/Audit**

1. Partner enables Van Haren on first request to inspect, check and verify whether number of participants to the training courses performed by Partner match the volume of the (paper or e-book)copy of the Material purchased as required in article 1.3 of this agreement.
2. Partner will keep an adequate administration related to the numbers and volumes. The administration concerning shall, be available for inspection by Van Haren.

## **Article 5            Infringement**

1. In case Partner becomes aware of any violation or impending violation of the copyright on the Material, he will inform Van Haren as soon as possible, in writing and as accurately as possible.
2. Van Haren exclusively decides about possible measures, both legal and non-legal, in case an (impending) violation of the Material is established. On request of Van Haren Partner will cooperate with any measures and actions by Van Haren concerning the Material.

## **Article 6 Indemnification**

1. Any use of the knowledge embodied in the Material happens at the sole expense and risk of Partner. Except in case of gross negligence or intention by Van Haren, every liability of Van Haren for damage or costs for Partner or for third parties, as a consequence of the use of the knowledge embodied in the Material, is excluded. Partner will indemnify Van Haren, its directors, employees and/or agents against any liability stemming from the use of the knowledge embodied in the Material. By agreeing to this agreement Partner agrees to indemnify, defend and hold harmless Van Haren from and against all claims of any third party
2. By signing this agreement Van Haren declares that she is not acquainted with violation of rights of third parties by this agreement. Van Haren does not indemnify Partner against claims of third parties under or connected with (alleged) violation of intellectual property rights by this agreement.

## **Article 7**

- 1 In case any use of the Material or part thereof is subject to certain regulations and quality requirements of an accreditation body, Partner agrees to follow these regulations and quality requirements.

## **Article 8 Duration and termination**

1. This agreement is concluded for a period of one year and will be tacitly renewed subsequently for periods of one year.
2. Both parties may dissolve this agreement by means of a registered letter when the other party, after an adequate written notice of default in which a reasonable term is granted to as yet fulfil the obligations of this agreement, imputably fails to fulfil his obligations.

3. Van Haren may terminate this agreement in writing with immediate effect in case:
  - a. the bankruptcy of Partner is adjudicated or Partner is granted suspension of payments;
  - b. Partner ceases the business operations;
  - c. Partner fails to fulfil an obligation from this agreement and the fulfilment of this obligation is no longer possible;
  - d. Partner acts contrary to article 1 and/or 3 of this agreement; or
  - e. Van Haren no longer has the right to grant licences concerning the Material;
4. This agreement may be terminated by any party subject to 30 days written notice.
5. All obligations stemming from this agreement which by their very nature ought to apply after termination of this agreement, will apply unimpaired after the termination

**Article 9      Applicable law, competent court**

1. To this agreement and to all legal acts stemming from it, Dutch law exclusively applies.
2. Disputes between parties stemming from or concerning this agreement or legal acts stemming from this agreement will be settled exclusively by the competent court in Amsterdam.

As agreed and signed in \_\_\_\_\_ on \_\_\_\_\_

**Van Haren Group B.V.,**  
on its behalf,

\_\_\_\_\_  
Mrs. M. Blom  
director

on its behalf,

\_\_\_\_\_