

General Conditions

Assignments, Training and Customized Training offered via Radboudumc's online learning environment.

1.1. Applicability of general conditions

- 1.1.1 Radboudumc falls under the *Stichting Katholieke Universiteit* in Nijmegen as an independent subsidiary (without legal personality) and offers training via Radboudumc's online learning environment.
- 1.1.2 These conditions will apply to each agreement between Radboudumc and a client (hereinafter: "Client") regarding courses, providing training and other forms of education, consultancy or coaching in the broadest sense of the word, offered via the online learning environment (hereinafter: "the Assignment" or "Customized Training").
- 1.1.3 The general conditions will also apply to participation in a training course or advanced nursing program organized by Radboudumc and more in particular by the Radboudumc Health Academy (hereinafter: "Training course").
- 1.1.4 If one or more provisions of these general conditions become at any time void in whole or in part, the remaining provisions of these general conditions will remain unimpaired.
- 1.1.5 Any failure by Radboudumc to require strict compliance with these terms and conditions in a particular case shall not be taken to mean that the provisions of these terms and conditions do not apply or that Radboudumc has forfeited the right to require strict compliance with these terms and conditions in other cases.
- 1.1.6 General purchase conditions of the Client do not apply unless they have been accepted in writing by Radboudumc.

1.2. Formation of the agreement

- 1.2.1 The agreement for services between Radboudumc and the Client will be formed by signing the written confirmation by Radboudumc and the Client, or by written confirmation - by e-mail or otherwise - of the quotation by the Client.
- 1.2.2 The agreement between Radboudumc and the participant (hereinafter: "the Participant") with respect to a Training course will be formed if Radboudumc receives the (digital) subscription of the Participant by means of the registration or application form for this purpose.



1.3. Payment

- 1.3.1 The Client/Participant must pay the required invoice amount within 30 days after invoicing in the way as indicated by Radboudumc.
- 1.3.2 If the Client/Participant does not pay within the agreed term, he will be in default de jure and Radboudumc will be entitled to charge legal interest and all reasonable judicial or (extra) judicial costs. If, after the first reminder, the outstanding amount has not yet been fully paid, an amount of 35 euros will be charged as administrative costs.
- 1.3.3 Possible travel and accommodation expenses, as well as literature are not included in the training fee, unless otherwise expressly agreed in writing.

1.4. Suspension and (early) termination and dissolution of Assignment or Training course

- 1.4.1 Radboudumc has the right to refuse the Participant's participation in the Training course or to suspend or terminate the performance of the Assignment if the Participant or the Client has not complied with his payment obligation before the payment deadline as stipulated in article 1.3.
- 1.4.2 The length of the Assignment/ Training course is stated in the online learning environment. The Assignment or Training course will end by operation of law if the time required to carry out the Assignment or Training course has passed.
- 1.4.3 Radboudumc may cancel the Assignment or Training course without any notice if there are any changes in the circumstances which are of such a nature that, in accordance with the requirements of reasonableness and fairness, continuation of the Assignment or Training course cannot be required from Radboudumc and on the basis of the specific conditions that apply to the Assignment and Training course.
- 1.4.4 In the event of cancellation by Radboudumc on the basis of article 1.4.3, the Client is obliged to compensate Radboudumc for the loss that Radboudumc suffers, in case the cancellation of the Assignment, as a result of changes in the circumstances as meant in article 3, is within the control of the Client/Participant. The options for cancellation in this article do not affect dissolution of the Assignment/Training course on legal grounds such as dissolution on account of a breach of the agreement.

1.5. Liability



- 1.5.1 Radboudumc will endeavor to carry out the Assignment and the Training course to the best of its abilities.
- 1.5.2 Radboudumc does not accept any liability for consequential loss, loss of profits or indirect loss of the Client/Participant which is the consequence of non, late or poor performance by Radboudumc.
- 1.5.3 Radboudumc is only liable towards the Client or the Participant for loss which is the direct consequence of an attributable shortcoming or a connected series of attributable shortcomings in the performance of the Assignment or the Training course. This liability is restricted to the amount which has been charged for the Assignment or Training course during which the loss-causing event has occurred or, if it concerns a continuing performance agreement, the invoice amount over a period of three months prior to the loss-causing event.
- 1.5.4 The restrictions of liability included in this article do not apply if and in so far intent or willful recklessness on the part of Radboudumc exists.
- 1.5.5 The Client or the Participant will indemnify Radboudumc against claims from third parties on account of loss due to non, incorrect or incomplete information supply by the Client or the Participant to Radboudumc within the scope of the creation of the Assignment or the Training course.
- 1.5.6 The Client or the Participant will indemnify Radboudumc against claims from third parties (including employees of Radboudumc and third parties hired by Radboudumc) which suffer loss in connection with the performance of the Assignment or Training course which has been caused by the acts or omissions of the Client or the Participant.

1.6. Certification

- 1.6.1 Radboudumc only supplies a certificate to the Participant or to the Participant of Customized Training if his/her level of achievement is found to be satisfactory after testing. Proof of participation will be handed out if the participant or Customized Training participant has met the attendance requirements and any assignments part of said Training course or Customized Training.

1.7 Confidentiality

- 1.7.1 Client, Participant and Radboudumc are obliged to preserve the secrecy of



all confidential information that they have shared with each other or have gathered from another source within the scope of the agreement.

- 1.7.2 Information will be considered as confidential if the other party has confirmed that it is confidential or if this arises from the nature of the information.

1.8 Intellectual property

- 1.8.1 Regardless of the department that published them, Radboudumc holds the copyright to its brochures and project materials and educational materials, unless another copyright owner is indicated in or on the work itself. No data from these materials may be published or in any way reproduced by the Client or Participant without the express written permission from Radboudumc or any of its departments.
- 1.8.2 All documents supplied by Radboudumc or any of its departments such as reports, advices, modules and instruments are intended for exclusive use by the Client or the Participant and may not be reproduced, made public or be brought to the attention of any third party without the prior permission from Radboudumc or any of its departments.
- 1.8.3 Both Client and Participant have the right to reproduce documents for use in their own organizations, in so far as this corresponds with the goal of the Assignment or Training course. In the event of early termination of the Assignment/Training course, the preceding paragraph shall apply accordingly.
- 1.8.4 Radboudumc reserves the right to use the knowledge gained as a result of the performed activities for other purposes insofar as this does not entail bringing confidential information to the knowledge of any third parties.

1.9 Dispute settlement

- 1.9.1 Complaints about and/or disputes that are related to the Assignment or Training course to be carried out by Radboudumc to which these conditions apply, must be reported in writing by the Client or the Participant to Radboudumc within 8 days after establishing the relevant facts, but no later than 14 days after the Assignment or Training course has been carried out.
- 1.9.2 After submission of the complaint, the Client or Participant will receive a confirmation and within not more than 21 days following the complaint,

Radboudumc will give a response deciding on the merits of the complaint. If the complaint is justified, Radboudumc will seek to find a solution which is acceptable to the Client or Participant.

- 1.9.3 If the claim is unjustified, or if the Client or the Participant does not reach an agreement on the solution as proposed by Radboudumc, the Client or Participant can submit the case to the competent court in Gelderland.

Apart from the basic conditions that apply to all our services, our additional conditions for Training courses and Customized Training respectively (including advice and coaching) are stated below.

Article 2: Additional conditions for Training courses

2.1 Registering for a Training course

- 2.1.1 The Participant may register for participating in a Training course as soon as it is available in the online learning environment.
- 2.1.2 After registration, a confirmation of receipt for participation in the Training course will be sent to the applicant via e-mail.
- 2.1.3 The conditions in this document will apply as soon as registration for a Training course has taken place.

2.2 Cancellation by the Participant and replacement

2.2.1 Training courses exclusive of advanced nursing programs

- In the event of cancellation up to 14 days/30 days before the start of the Training course, an amount of 35 euros will be charged for administrative costs. The applicable time period is described in the course description in the online learning environment.
- In the event of cancellation within 14 days/30 days before the start of the Training course, or in the event of no show, the full course fee will be due.
- If stipulated in the course description in the online learning environment, it is possible to deviate from the cancellation conditions described above.
- If a Participant cancels a Training course, arranges for his own replacement, instructs the replacement as to possible preparation and supplies all required registration data of this new replacement to the back office of the Radboudumc online learning environment at least 3 work days before the

start of the Training course, this replacement may participate in the Training course without extra costs. In all cases, the replacement must meet the registration requirements for the Training course.

2.2.2 Advanced nursing programs; Training courses

- Up to 8 weeks prior to the start of a Training course, a Participant may cancel free of charges.
- In the event of cancellation between 8 and 4 weeks before the start of a Training course, 50% of the training costs will be charged.
- In the event of cancellation within 4 weeks from the start of a Training course and in the event of no show (regardless of the reason), 100% of the training costs will be charged.
- If a Participant makes a cancellation after the closing date of the normal registration period of a Training course, arranges for his own replacement, instructs the replacement as to possible preparation and supplies all required registration data of this new replacement to the secretarial staff of **Radboudumc Health Academy** at least 3 work days before the start of the Training course, this replacement may participate in the Training course without extra costs. In all cases, the replacement must meet the registration requirements for training.

2.3 Cancellation by Radboudumc

- 2.3.1 Not more than 3 work days from the closing date of a Training course, a decision will be made whether the number of applicants will be sufficient and the program in question will actually take place.
- 2.3.2 In the case of programs that are not subject to a closing date of normal registration (for instance advanced nursing programs), the **Radboudumc Health Academy** may decide no later than three months before the start of the program if the Training course will take place, based on the number of applicants.
- 2.3.3 In the event of cancellation of a Training course, the applicants that have already registered will be immediately notified.
- 2.3.4 In the event of unavailability of participant places or if a Training course is cancelled due to an insufficient number of applicants, due to illness of the trainer or due to any other circumstances which are beyond the control of Radboudumc, the payment obligation will end. In such cases of force



majeure, Radboudumc cannot be held liable for the consequences, regardless of the term within which a Training course is cancelled.



Article 3: Additional conditions for Assignment or Customized Training (including advice and coaching)

3.1 Registration and acceptance of the Assignment

- 3.1.1 An application for Customized Training must be made within 8 weeks of the planned training date. Deviations from this time schedule are possible and will be documented in the course description in the online learning environment.
- 3.1.2 Radboudumc will only accept assignments for which it is qualified. All employees of Radboudumc committed to a Customized training are expected to work efficiently on that Assignment based on their knowledge, experience and personal qualities.
- 3.1.3 All Radboudumc's offers are without engagement; they will be valid for 30 days, unless otherwise indicated.
- 3.1.4 If the Client agrees to the offer and a teacher/coach has been assigned, the planned dates/the date for the Customized Training will be finally established by Radboudumc in consultation with the Client.
- 3.1.5 If it has been agreed that the agreement will be performed in phases, Radboudumc may postpone the performance of those parts of the Customized Training which belong to a next phase until the Client has given its written approval to the results of the preceding phase.
- 3.1.6 If it has been agreed that the Client will pay in instalments, Radboudumc will be entitled to adjust the prices and rates in writing, observing a notice period of at least three months. If the Client does not wish to agree on such an adjustment, the Client will be entitled to terminate the Assignment within thirty days after giving notice of such termination.

3.2 Changes in the Assignment and extra work

- 3.2.1 If facts or circumstances should occur during the execution of the Assignment that affect or might affect the originally achieved consensus, the Client and Radboudumc will consult each other in a timely manner and adapt the arrangements accordingly.
- 3.2.2 If, at the request of or with the prior consent of the Client, Radboudumc has carried out activities or has rendered any services that fall outside the content or scope of the agreed Assignment, these



activities or services will be paid for by the Client according to the usual fees of Radboudumc as stated on the website.

- 3.2.3 Radboudumc shall never be obliged to meet such a request as meant in article 3.2.2. and may demand that a separate agreement in writing be concluded to this end.
- 3.2.4 The Client accepts that the activities or services as meant in article 3.2.1. may influence the agreed or expected time of completion of the Assignment and the mutual responsibilities of the Client and Radboudumc.
- 3.2.5 In compliance with article 3.2.7, if it turns out that extra work is required for the execution of the agreement, this shall never be construed by the Client as a ground for dissolution or termination of the agreement.
- 3.2.6 Radboudumc will be entitled to carry out and charge the costs of required extra work without prior consent of the other party if the costs of this extra work do not exceed ten per cent (10%) of the originally agreed amount.
- 3.2.7 For any extra or less work which results in the workload deviating by more than ten per cent (10%) from what was originally agreed, the Client and Radboudumc must consult each other regarding the measures to be taken. In the event of cancellation by the Client, Radboudumc will be entitled to invoice the Client for any costs incurred and any goods supplied so far.

3.3 Cancellation/early termination of the assignment

- 3.3.1 Radboudumc has the right to terminate the Assignment if proper performance of the Assignment will become impossible by reason of force majeure on the part of Radboudumc. In the event of termination by reason of force majeure, each party will bear its own costs.
- 3.3.2 In the event of early termination of an Assignment by the Client for reasons that cannot be attributed to Radboudumc, Radboudumc will be entitled to full compensation for all costs it has incurred and/or payments owed in connection with the commission concerned (including the costs of commitments already entered into with any third parties in the context of the Assignment concerned).