

GENERAL TERMS FOR THE PROVISION OF SERVICES

These general terms apply from 1 September 2007 to all agreements for third-party services provided by Ghent University.

§ 1. Definitions

BACKGROUND KNOWLEDGE: the information, data, knowhow, materials, patent applications, and patents in the same areas as or areas related to the ENGAGEMENT, owned by and/or in the possession of or controlled by UGent plus the methodology and knowhow developed, improved, or supplemented with new functionality by UGent within the context of the fulfilment of the ENGAGEMENT as part of its autonomous purpose as a research institution;

START DATE: the date on which UGent receives notice from the acceptance of the OFFER by the CLIENT;

OFFER: the document and any annexes thereto in which the services offered by UGent to the CLIENT are described plus the financial and other terms on which these services will be provided. The OFFER is valid and can be viewed by the CLIENT as a binding OFFER only if it is signed by the RESPONSIBLE BUDGET-HOLDER.

CLIENT: the natural person or legal entity wishing to make use of the services of UGent is indicated in this capacity in the OFFER;

ENGAGEMENT: the entirety of the services offered by UGent as described in the OFFER accepted by the CLIENT;

RESULTS: the information and data in written, electronic, or any other form and materials directly produced or disclosed during the fulfilment of the ENGAGEMENT and as described in the final report or final invoice, drawn up in accordance with article 5.1 of these general terms;

UGent: the Ghent University, a public institution with legal personality, having its registered offices in 9000 Ghent, Sint-Pietersnieuwstraat 25;

RESPONSIBLE BUDGET-HOLDER: the member of staff of UGent indicated in the OFFER as being responsible for the fulfilment of the ENGAGEMENT and authorised under the decision by the management board of 21 June 2007 to sign, on behalf of and on the account of UGent, OFFER letters of up to EUR 10,000.

§ 2. Subject—service provision

2.1 UGent will fulfil the ENGAGEMENT in accordance with these general terms. UGent will, in relation to the intended result of the ENGAGEMENT, enter into only an 'obligation to make best effort'. The fulfilment of the ENGAGEMENT will be supervised by the RESPONSIBLE BUDGET-HOLDER.

2.2 The CLIENT undertakes to make available the necessary information and/or materials to enable UGent to fulfil the ENGAGEMENT properly. UGent is in no case liable for any delay in the fulfilment of the ENGAGEMENT attributable to the untimely provision of the above information and/or materials by the CLIENT.

§ 3. Confidentiality of information—publications

3.1 All information, whether of scientific, technical, financial, commercial, or other nature, in written, electronic, or any other tangible or intangible form, with the exception of the RESULTS notified by UGent to the CLIENT, is confidential.

3.2 The information notified by the CLIENT to UGent is not confidential, unless this is indicated expressly and in writing to be confidential by the CLIENT, at the latest when notification thereof takes place, and where this is compatible with the fulfilment of the ENGAGEMENT by UGent.

3.3 The party receiving the confidential information undertakes to keep it secret, not to disclose it to third parties without prior written consent of the other party, and to treat it with the same care and to protect it as it would its own confidential information and with at least a reasonable degree of care, for the whole duration of the ENGAGEMENT and for a period of five (5) years after the ENGAGEMENT.

§ 4. Financing

4.1 The invoices are payable net in cash at the latest on the due date, unless otherwise indicated on the invoice.

4.2 Any invoice due and unpaid will be subject to the imposition, by operation of law and without prior warning, of interest on late payment at the rate of 10% per year. The balance of unpaid invoices will, by way of compensation, be increased, by operation of law, by 10%, subject to a minimum of EUR 25, from the day following the due date of the invoices, without breach having to be notified in advance and calculated over and above the main sum, the interest on late payment, and collection and dunning costs.

4.3 Unless otherwise expressly indicated in the OFFER, all sums indicated are deemed to be exclusive of value-added tax (VAT) in accordance with statutory rates.

§ 5. Delivery and acceptance

5.1 When the ENGAGEMENT is complete, UGent will send a final report or detailed invoice to the CLIENT. The CLIENT will have the opportunity, within ten (10) working days, to provide its comments in relation to the fulfilment of the ENGAGEMENT to UGent; once this period has elapsed, the final report or, as the case may be, the invoice will be deemed to have been accepted. The acceptance of the final report or the invoice also entails the immediate recognition by the CLIENT of the due fulfilment of the ENGAGEMENT in accordance with all agreements concluded.

§ 6. Duration and end of the service agreement

6.1 The OFFER drawn up and sent out by UGent is valid for thirty (30) calendar days from the date thereof. The service agreement between UGent and the CLIENT will be established through signing and/or service of the approval of the OFFER by the CLIENT to UGent.

6.2 The agreement will run from the START DATE to the moment of acceptance of the final report or invoice by the CLIENT, as described in article 5.1.

6.3 If one party fails to fulfil its obligations under this agreement and this party remains in breach of fulfilment of these obligations for a period of twenty (20) working days after the breach is notified in writing by the other party, the latter party will be able to terminate the agreement once the above period has elapsed, by operation of law and without further notification of breach, by letter sent by recorded delivery, without prejudice to its right to claim damages before the competent court in respect of losses incurred.

6.4 The parties undertake to notify to the other party any event or circumstance that might have consequences for the fulfilment with due care of the ENGAGEMENT. If a

party finds itself in this situation, it must notify the other party within five (5) working days of the nature of this unforeseeable situation that has arisen against its will, and the fulfilment of the agreement will be deferred. If the deferral lasts longer than twenty (20) working days, the parties will conduct negotiations with a view to amending or terminating the agreement.

6.5 Each party may terminate this agreement by operation of law and without having to notify breach if the other party is declared insolvent, ceases trading, is wound up, or makes a full or partial transfer to provide security, without the possibility of a right to damages thereby arising.

6.6 After the termination of this agreement, the provisions that, by their nature, survive the termination will continue to apply in full. The termination or the end of this agreement will have no impact on the rights and obligations of the parties arising before the termination or the end of the agreement.

§ 7. Guarantees and liability

7.1 UGent will provide its services to the best of its ability in accordance with best practice in the domain of the ENGAGEMENT. UGent is making no offer of a guaranteed result and provides no guarantees with regard to originality, completeness, or fitness of the RESULTS for a specific purpose.

7.2 The CLIENT will bear full responsibility for the use, misuse, or lack of fitness for purpose of the RESULTS. UGent will in no case be liable for losses suffered by the CLIENT in this connection. The CLIENT will indemnify UGent at its first request against third-party claims in this connection.

7.3 Except in the case of deliberate or gross fault on the part of UGent, its total liability within the context of this agreement and taking account of the limitations indicated in this article will not exceed the total sum of the OFFER.

7.4 The CLIENT undertakes to compensate in full members of staff or other employees of UGent for losses arising during the fulfilment of the ENGAGEMENT at locations under the supervision or control of the CLIENT, except where the sole fault of the member of staff or other employee forms the basis for the loss occurring. The CLIENT will indemnify UGent at its first request against claims made against it by its members of staff or other employees in this connection.

§ 8. Rights—publications

8.1 This agreement has no consequence at all for the rights of UGent to its BACKGROUND KNOWLEDGE; the CLIENT may thus, under this agreement, invoke no right to the BACKGROUND KNOWLEDGE of UGent. The CLIENT will consider the BACKGROUND KNOWLEDGE of UGent at all times as confidential information within the meaning of article 3.1.

8.2 The CLIENT acquires unlimited rights to use the RESULTS.

8.3 UGent may disclose and publish the RESULTS, in a manner that is customary in academia, except to the degree that the RESULTS contain confidential information of the CLIENT as described in article 3.2.

8.4 In this latter case, UGent will send the subject matter of the publication or disclosure ('Publication') at least twenty (20) working days before the submission thereof to the publisher or presentation for review to the CLIENT. The CLIENT will have ten (10) working days from the date of receipt of the Publication to evaluate it in the light of the protection of its commercial interests, in particular the prevention of the Publication jeopardising the submission of a patent application or the Publication disclosing confidential information of the CLIENT. The CLIENT will be entitled to request amendment or deferral of the Publication, if publication or disclosure of the Publication without amendment or deferral would cause the CLIENT to suffer major losses or would jeopardise the submission of a patent application. The amendments desired by the CLIENT should be sent to UGent within the above period of ten (10) working days, and, if deferral is requested, this must not exceed four (4) months from the date of receipt of the Publication by the CLIENT. The consent to publication or disclosure of the Publication will be presumed to have been provided if, within the ten (10) working days following receipt of the subject matter of the publication or presentation by the CLIENT, the latter has not in writing presented amendments or grounds for deferral, as is the case also after the end of the deferral period granted to the CLIENT.

§ 9. Applicable law and resolution of disputes

9.1 The agreement is governed by Belgian law, with the exception of the provisions of international private law.

9.2 If a dispute arises out of or in relation to the agreement, the courts of the arrondissement of Ghent will have sole competence to resolve such a dispute.

§ 10. General

10.1 Neither party may use the name of the other party, the names of its members of staff or other employees, or its brands or logo in external communications whether or not for commercial purposes (including but not limited to: press releases, advertising, or promotion, whatever the form of presentation), except if prior written consent is provided by the latter party.

10.2 The agreement may not be transferred to a third party without prior written consent of the other party. In the absence thereof, the other party will be entitled to terminate this agreement unilaterally by letter sent by recorded delivery, without the possibility of a right to damages thereby arising.

10.3 The agreement forms the only valid agreement between the parties in relation to the ENGAGEMENT. No amendments may be made to this agreement except by way of written document signed by both parties.

10.4 In the case of an inconsistency between these general terms and the OFFER, these general terms will take precedence. If the CLIENT is subject to public procurement legislation, UGent declares, through submission of the OFFER, that it is expressly waiving the general terms that are inconsistent with any key provisions of the specifications or of the invitation to tender an OFFER.

10.5 The parties explicitly acknowledge that the Dutch version of these general terms is the only authentic text, and prevails over any translation thereof.