



Terms and conditions for research and advice National Heritage Laboratory RCE

These general terms and conditions apply to requested research and advice conducted by employees of the National Heritage Laboratory of the Cultural Heritage Agency (RCE), Amsterdam location.

Article 1 Definitions

1. Parties: the Client and the RCE.
2. Client: the initiator of the research or advice.
3. The RCE: the Cultural Heritage Agency, the contractor of the research, as part of the State of the Netherlands, represented by the Minister of Education, Culture and Science.
4. Project Leader: the employee responsible for research or advice at the RCE.
5. Request: the requested research or advice described by the Client on the RCE's request form.
6. Research Material: the material that is made available for research or that is produced during research.
7. Research Object: the object that is being researched.
8. Proposal: the research or advice proposal drawn up by the RCE following consultation between the RCE and the Client about the question. The proposal describes the nature and purpose of the work to be carried out and contains an implementation and reporting schedule.

Article 2 Subject of the agreement

1. The Client instructs the RCE to undertake work in accordance with the Proposal issued by the RCE on the basis of the Client's Request and signed by both Parties, which instruction the RCE has accepted.
2. The results of the work will be provided in the form of a final report, unless agreed otherwise. The final report will be submitted to the Client in a digital format. The final report is preceded by a draft report.
3. Without notice to the contrary, the draft report is considered final after four weeks.

Article 3 Financial provisions

The Proposal sets out agreements about fees.

Article 4 Time schedule

1. The RCE completes the final report in accordance with the agreements about the schedule and delivery in the Proposal.
2. When the agreed term is not sufficient, the RCE will notify the Client in good time.

Article 5 Contact person of the client

The Client ensures all correspondence between the RCE and the Client will run via the Project Leader to the greatest possible extent and it will immediately notify the RCE in writing of every

change of name, address, contact person and other details that may affect this agreement. In the event of succession, the Client has to immediately notify the RCE.

Article 6 Publication and intellectual property rights

1. The Client agrees with the publication of the final report.
2. All copyrights and database rights that may be exercised in connection with the research results accrue to the RCE.
3. The RCE is permitted to use the research results in RCE publications, stating the name of the Client and the Request.
4. If the Client wishes to publish (part of) the final report, he will ask the RCE for permission to do so. When publishing (parts of) the final report, the Client quotes the RCE as the source and he quotes the RCE's report as follows: Author or authors, year of publication, title, subtitle, report number, Amsterdam: Cultural Heritage Agency of the Netherlands, National Heritage Laboratory.

Article 7 Research material and safekeeping

1. The Client guarantees that he is the owner or has received permission from the owner of the Research Object that is the subject of research and which may be sampled.
2. Sampling is undertaken by a researcher of the RCE.
3. The Client transfers the ownership of the Research Material to the RCE, which ownership is accepted by the RCE.
4. The RCE will acquire the samples in the RCE's sample collection for future research purposes.

Article 8 Non-compliance

In the event that the Client fails to comply with the above provisions, which will be at the discretion of the RCE, the RCE has the right to terminate this agreement.

Article 9 Effective date

1. This agreement comes into force when both Parties have signed the Proposal.
2. Any derogations from this agreement are binding only if they have been explicitly agreed by the Parties in the Proposal in writing.
3. By signing the Proposal, any previous verbal and written agreements between the Parties in connection with the research or advice referred to in this agreement will cease to have effect.

Article 10 Disputes and applicable law

Dutch law applies. Disputes are exclusively submitted to the competent court in the district of The Hague.