**CONTRACT FOR SERVICES**

|  |  |  |
| --- | --- | --- |
| **The parties** | **The Client** | **The Contractor** |
| Name |  |  |
| Address |  |  |
| Department |  |  |
| Postcode |  |  |
| Place |  |  |
| Ch of Comm number |  |  |
| VAT number |  |  |
| Order number/budget number |  |  |

|  |  |
| --- | --- |
| **Nature of the activities and result** | [nature of the activities to be performed] (hereinafter: “the Activities”). [intended result]  (hereinafter: “the Result”).  The activities will be performed in principle by: [...] |
| **Term** | This Contract for Services enters into effect on [start date] (hereinafter: “the Start Date”) and ends by operation of law on [end date] (hereinafter: “the End Date”). |
| **Compensation** | The Client and the Contractor have agreed that the activities will be performed and the result will be delivered for a compensation of [...]. |
| **Additional compensation** | The Contractor is entitled to reimbursement of additional costs in connection with the performance of the assignment:  YES / NO |

**Conditions**

The conditions included in the contract for services conditions (hereinafter: “the Conditions”) apply to this contract for services. In case of inconsistencies between the conditions included in this cover page (hereinafter: “the Cover Page”) and the Conditions, the ranking order between both documents is as follows: 1) cover page and 2) the Conditions

**Thus agreed in duplicate by:**

|  |  |  |
| --- | --- | --- |
|  | **The Client** | **The Contractor** |
| On behalf of: | [Erasmus University Rotterdam |  |
| Name: |  |  |
| Position: |  |  |
| Signature: |  |  |
| Date of signing: |  |  |

**CONTRACT FOR SERVICES**

CONDITIONS

**Article 1. Assumptions of the agreement**

1.1 As regards the definitions of the terms used in these Conditions reference is also made to the Cover Page, which together with these Conditions, Schedules and any order confirmations constitutes the contract for services (hereinafter: “**the Contract**”).

1.2 EUR requires at certain times the flexible deployment of one or more expert independent entrepreneurs. The activities for which Erasmus University Rotterdam engages the Contractor by means of this Contract are listed on the Cover Page.

1.3 The parties wish only to contract an agreement with each other on the basis of an order agreement, as referred to in Article 7:400 et seq. of the Dutch Civil Code (DCC).

1.4 The parties expressly do not intend to conclude a private-law employment contract within the meaning of Article 7:610 et seq. DCC.

1.5 Where relevant, the Parties opt to rule out the notional employment contract of home workers and those equated with them, as referred to in Articles 2b and 2c of the 1965 Payroll Tax Implementing Decree and Articles 1 and 5 of the Decree defining cases in which employment relationships are regarded as employment contracts (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, 655), and to that end, to draw up and sign this Contract before payment takes place.

1.6 The parties are aware and agree that the decision to use a model contract in which the scheme under which individuals are regarded to be equivalent to those in a position of employment and the home-working scheme are not declared applicable means that the Contractor cannot claim benefit pursuant to the Unemployment Insurance Act (WW) or the Work and Income (Capacity for Work) Act (WIA).

1.7 The parties wish to lay down in this Contract the conditions subject to which the Contractor will perform its activities for Erasmus University Rotterdam.

**Article 2. Assignment**

2.1 The Contractor is willing to provide services or carry out assignments, as listed on the Cover Page (the Activities) at certain times as an independent entrepreneur and without there being a relationship of employment. The Contractor will carry out these Activities personally and must ensure personally that taxes, national insurance contributions and premiums for any insurances are paid.

**Article 3. Performance of the assignment**

3.1  The Contractor accepts the assignment and thus accepts full responsibility for the correct performance of the agreed activities.

3.2  The Contractor structures his activities independently. There will be coordination with the Client in case of cooperation with other parties to the extent such is necessary for the performance of the assignment so that it takes place optimally. If necessary for the activities, the Contractor will conform to the working hours that apply at the Client.

3.3  The Client grants the Contractor all powers and information required for the proper performance of the Activities.

3.4  The Contractor is entirely independent when performing the agreed activities. He/she performs the agreed activities as he/she sees fit and without supervision or management on the part of the Client. The Client does have the right to issue directions and instructions concerning the result of the Assignment.

3.5  The Client expressly agrees that the Contractor also performs activities for other clients.

3.6  The Contractor must perform the Activities properly and soundly, which means among other things that work takes place in accordance with the standards and guidelines applicable in the media industry.

3.7  This Contract applies to all assignments that are performed by the Contractor for the Client during the term of this Contract. Acceptance of the (first) assignment to which this Contract relates also implies acceptance of this Contract. Insofar as necessary, the Contractor will sign and send this Contract back at the Client’s first request.

3.8  The fact that this Contract applies means that all possible previous oral and written agreements between the Client and the Contractor concerning Activities performed after acceptance of this Contractor lapse.

**Article 4. Term and termination**

4.1  This Contract is concluded for a definite period commencing on the Start Date and ending on the End Date as specified on the Cover Page. The Contract ends in any event by operation of law as soon as the Activities have been completed.

4.2  The scope of the specific assignment is apparent from the Cover Page and is clearly described in the confirmation of the assignment that is agreed by e-mail or otherwise.

4.3  The Contractor is aware and agrees that the Client does not provide a guarantee and is not able to provide a guarantee concerning the scope and duration of the assignment(s) during the term of this Contract. The ultimate scope of the assignment(s) is assessed by the Client and depends in part on internal and/or external factors, including changed insights.

4.4  Without prejudice to the other matters laid down in the Contract, each party has the right, without becoming obliged to pay compensation to the other party, to dissolve and/or terminate all or part of the Contract in writing and extrajudicially, if:

* 1. the other party fails to comply with its obligations also after having received written notice of default providing a reasonable period of at least seven (7) working days;
  2. compliance with the obligations concerned on the part of the other party within the term agreed is permanently impossible other than as a result of force majeure. In such cases the defaulting party will be in default immediately and setting the aforementioned term will not be required;
  3. the other party has been granted a (provisional) suspension of payment or has been declared bankrupt or its bankruptcy has been applied for, or in the event circumstances occur from which it is evident that the other party is insolvent.

**Article 5. Compliance and replacement**

5.1  If the Contractor foresees at any time that it will not be able to comply with obligations related to an assignment that has been accepted or that it will not be able to do so on time or properly, the Contractor will be obliged to notify the Client thereof immediately.

5.2  If the Contractor is unable to act or be replaced, the Client will have the right to demand of the Contractor that the Assignment is performed by another person, who in the opinion of the Client will comply with the reasonable requirements imposed by the Client. The Contractor remains responsible for the performance of the Activities and for compliance with all provisions of the Contract and guarantees that the third parties engaged are familiar with the provisions of the Contract. During the period of replacement, the Contractor will continue to invoice the Client and will remain entitled to the compensation towards the Client. The Contractor makes arrangements with the third parties concerning a compensation to be paid to the third parties for the activities. The Contractor arranges for payment to the third parties.

**Article 6. Compensation**

6.1  The Contractor receives a fair compensation from the Client for the Activities performed and the transfer of rights as referred to in article 7. The exact amount of this compensation will be determined for each specific assignment and may be laid down in a confirmation of the assignment and will be paid following dispatch of the invoice by the Client (self billing) with a separate statement of the turnover tax due and to be paid at the latest 30 days after dispatch of this invoice. In the event the compensation is paid on the basis of the hours spent, the Contractor will report the hours spent within the context of the Activities for the purpose of drawing up the invoice, whereafter the Client draws up the invoice.

6.2  The costs arising from the Activities are deemed to be included in the agreed compensation. Any special costs, which are incurred following consultation, may be reimbursed separately.

6.3  In the event the material is used for a form of exploitation not yet known at the moment the Contract is concluded, and insofar as the additional income arising therefrom exceeds a decrease in income from forms of exploitation already known, the parties will consult if the Contractor claims an additional compensation on the basis of reasons pursuant to mandatory law in order to agree an additional fair compensation for this use.

6.4  The Contractor expressly does not receive a compensation for hours during which he/she did not perform activities for the Client such as during illness and leave. The Contractor is aware that the Client is not obliged to perform any payment in the event he is unfit for work.

6.5  In case of inadequate performance, remedy will take place for the account and risk of the Contractor. The policy included in Schedule 2 also applies.

6.6  In case of current or previous employment, the Client will have the right to adjust the Compensation in line with the situation and recover all damage that results therefrom from the Contractor insofar as permitted by law. This damage includes wage tax and national insurance contributions.

**Article 7. Portrait rights**

7.1. In the event the contractor films and/or photographs persons, the Contractor will ensure that each portrayed person who will be recognisable in the photo or film completes and signs a Consent Form individually. This consent form provided by the Client together with the assignment.

7.2 In the event a portrayed person is a minor, a consent form must be completed by the minor’s legal representative.

7.3 The Contractor will submit one copy of all consent forms signed by the portrayed persons to Erasmus University Rotterdam together with the photographic and filmed material.

7.4 The Contractor indemnifies Erasmus University Rotterdam against all claims from portrayed persons (or their surviving relatives) whose consent form was not provided to Erasmus University Rotterdam, but was completed incorrectly, incompletely or illegibly.

**Article 8. IP Rights**

8.1 The Contractor transfers and delivers to the Client, which transfer and delivery are hereby accepted by the Client, all rights in the most complete extent, including the intellectual property rights, including future forms of exploitation, for all countries of the world and for all distribution media, such as an online Erasmus University Rotterdam Image Database, to all works, including but not limited to: articles, image material, data, results, instructions, reports, documentation and the information contained therein, which have been or will be created by the Contractor within the context of the Contract for the Client. Insofar as further legal or other acts have to be performed for the purpose of the transfer and/or delivery of works yet to be performed, the Contractor will cooperate therein unconditionally and immediately at the first request of the Client. The Contractor waives all of its possible rights to works created by it within the context of this Contract and will not publish these anywhere else.

8.2 The Contractor waives his personality rights within the meaning of Section 25 of the Copyright Act, with the exception of subsection 1(d), including the identification right and the right to object to the work being altered. The parties may deviate from this provision in writing. And must be notified by email and before commencement of the assignment.

8.3 The Client is free to transfer to a third party all rights it acquires under the Contract without further consultation with and/or approval by the Contractor.

**Article 9. Processing, transferring & securing personal data**

9.1 Insofar as personal data are processed within the context of the performance of the Contract, these personal data will be processed in a proper and careful manner and in accordance with the General Data Protection Regulation (GDPR (EU 2016/679)) and the Parties’ privacy policy.

9.2 The Contractor will implement suitable technical and organisational measures to secure the personal data against loss or any form of unlawful processing, taking into account the state of the art and the nature of the processing.

9.3 The personal data acquired will be used only for the purpose of the Contract. These data may not be retained longer than is necessary for that purpose and will be protected in a sound manner.

9.4 The Contractor and the Client jointly ensure that the personal data are transferred in a secure manner.

9.5 The Contractor and the Client inform each other without four working days of any request and/or any complaint from the supervisory Authority or the data subject, with respect to the personal data that are processed during the performance of the Contract.

9.6 The Contractor and the Client will cooperate with each other if the data subject submits a request exercising his or her rights, such as but not limited to the right to inspect, improve, delete, object to the processing of the Personal Data and a request for transferability of the own Personal Data (Articles 15 up to and including 21 GDPR).

9.7 The Contractor and the Client will inform each other within four working days of any court order, summons, statutory obligation or other obligation to disclose the Personal Data to third parties.

9.8 The Contractor and the Client inform each other of the discovery of a possible personal data breach (Article 33 GDPR) within 48 hours of discovering it. The Contractor and the Client will subsequently keep each other informed of new developments concerning the personal data breach. The Client will submit the notification to the Dutch Data Protection Authority and/or the data subjects if this is required.

9.9 The Contractor and the Client will provide the following information in case of a personal data breach:

1. a detailed description of the personal data breach:
2. the type/sort of Personal Data involved in the personal data breach;
3. the number of persons whose Personal Data are involved in the personal data breach;
4. the identity of the persons involved in the personal data breach;
5. the measures implemented to limit negative consequences for the data subjects;
6. the measures implemented to resolve the personal data breach;
7. the cause of the personal data breach;
8. the duration of the personal data breach and the moment it arose.

9.10 If the Contract ends, the Contractor will transfer the Personal Data it has processed in the performance of the Contract to the Client and/or destroy them, unless a statutory obligation to retain must be complied with.

9.11 The Contractor indemnifies the Client against all claims from third parties in connection with (consequential) damage caused by a failure on the part of the Contractor to comply with the GDPR.

**Article 10. Guarantee and indemnification**

10.1  The Contractor guarantees that it has full disposal of the unencumbered copyrights and other intellectual property rights with respect to the works that have been or will be created within the context of this Contract, that it has not granted copyright powers or other rights to third parties with respect to these works and that it is authorised to transfer them. The Contractor indemnifies the Client in this connection fully against all claims, damage and costs.

10.2  The Contractor guarantees that this assignment and the rights or licence contained therein, do not breach the rights of third parties, and indemnifies the Client against claims from third parties related to this Contract concerning a breach of intellectual (property) rights owned by those third parties, comparable claims with respect to knowhow, including unlawful competition and suchlike, as well as the costs and/or damage on the basis thereof.

10.3  Without prejudice to the provisions of the previous paragraphs, the Client will have the right to dissolve all or part of this Contract in writing, extrajudicially, with or without retroactive effect, in the event third parties hold the Client liable for a breach of intellectual (property) rights as set out above on the basis of arguments that are not clearly unfounded; without prejudice to its other rights. The Client will not exercise its right to terminate the Contract until after it has consulted with the Contractor.

**Article 11. Insurance**

11.1 The Contractor will take out sufficient insurance to cover its liabilities, insofar as customary in the industry, in relation to the activities it performs pursuant to an assignment. This comprises among other things liability for damage caused to goods used by the Contractor within the context of the Activities (and insofar as this not covered and/or reimbursed by the Client’s insurance).

**Article 12. Confidentiality**

12.1 The Contractor commits that both during the term of this Contract and after it has ended, it will observe strict confidentiality regarding the commercial activities and will not disclose information concerning the procedures, clients, or the results of the findings of the Client as well as the Client’s group companies or customer matters to third parties or use these itself. Confidential information may only be forwarded within the Client’s business and by its shareholders to persons who require this information in order to be able to carry out their work properly. The Contractor must ensure that all confidential information he/she manages remains confidential and is not accessible to other employees or persons.

**Article 13. Other provisions**

13.1  Changes and additions to this Contract are only valid if they have been agreed between the Parties in writing.

13.2  The Client has the right to transfer the rights and obligations pursuant to this Contract to third parties.

13.3  This Contract is governed by Dutch law. Disputes with respect to this Contract will be submitted to the competent civil courts in Rotterdam.

**SCHEDULE 1: Contractor instructions**   
  
**Photography & video**

* For the purpose of photography and video assignments, the Client will share with the Contractor   
  the photographer & video creator briefing form.
* The EUR Imagery Consent Form
* As regards the performance of assignments, we refer to:   
  <https://www.eur.nl/over-de-eur/huisstijl/richtlijnen/fotografie> for the guidelines developed with respect to photography.

**SCHEDULE 2: Policy for the Contractor**

**Travel expenses**   
No commuting allowance.

The reimbursement for business travel (>10km): €0.19/km.

**Expenses**

Other (special) expenses: Only if approved in advance by the Client and the costs are actually incurred.

**Training & education**

The Contractor is not allowed to participate in training & education unless it can be demonstrated that this is necessary to be able to perform his/her role. In such cases the Contractor will not be allowed to write hours for the training.

**Equipment (Laptop, mobile or other telephone)**   
The Contractor is not entitled to EUR equipment.

If it can be demonstrated that the Contractor does require a laptop, the relevant department will be required to request a laptop in the name of the department. A Contractor is never entitled to an EUR mobile telephone or allowance.

**Illness & leave**   
The Contractor is not entitled to continued payment of salary in case of illness or leave.

**Meals**  
The Contractor is not entitled to reimbursement of lunch and overtime meals.

**Insurance & pensions**  
The Contractor is not entitled to EUR insurance and pensions.

**Code of conduct, privacy and information security policy**  
The Contractor must have taken note of [EUR policies.](https://www.eur.nl/campus/beveiliging-veiligheid/informatiebeveiliging)

**Parties & gifts**  
The Contractor is not invited to EUR staff parties and does not receive gifts.

**SCHEDULE 3: Arrangement regarding the use of assignment materials**

This “Arrangement regarding the use of assignment materials” concerns exclusively the use of all materials in respect of which rights exist that will be/is created by a Contractor on the instructions of EUR and its group companies (hereinafter: “EUR”) and for which no other agreements were made.

The arrangement regarding the compensation for the intended use, both online and offline, is concluded in writing per assignment with the Contractor’s contact person at a department within EUR.

The arrangement means that:

1. The Contractor grants EUR the right to use or have used and/or exploit or have exploited the materials created on EUR’s instructions, both the published material and what is known as the “residual material”, whether or not combined with works created by third parties and whether not in processed form, and for an indefinite period in:

1. all expenses of or produced by EUR, including those that are produced within the EUR partnerships, via all possible forms of exploitation and publication, including via platforms, channels, databases or third-party clipping services, and;
2. all expenditure of or produced by third parties.

2. The Contractor guarantees that the material does not infringe the rights of third parties, third parties have not been granted copyright powers or other rights in respect of the material, and fully indemnifies EUR in this connection against possible damage.

3. The Contractor will not grant third parties approval to disclose or reproduce the material created on the instructions of EUR and will not do so itself. The Contractor may request the portrayed person’s consent to use the work or have it used for a different purpose, such as its own promotional purposes.

**Compensation**

The fair compensation agreed with your contact person at EUR concerns in any event the following rights of use and exploitation:

1. Editorial use in paper products from or produced by EUR, not limited over time;

2. Editorial use in other media, such as on a website or in another digital product, from or produced by EUR, not limited over time;

3. Use for promotional purposes from or produced by EUR (print, digital, online or otherwise), not limited over time;

4. Including and keeping available in a digital EUR archive, searchable internally and externally, not limited over time, in which connection keeping the material available in the archive applies as a sufficient degree of exploitation;

5. Use in future forms of exploitation not yet known at the moment the assignment is granted.