

## GENERAL DATA DELIVERY TERMS AND CONDITIONS

### Article 1 Definitions

In the Agreement and the Data Delivery Terms and Conditions, the following definitions are used in both singular and plural. The definitions have the following meanings:

<i>Application:</i>	The agreement consists of two parts, the Application Form and the General Data Delivery Terms and Conditions. The Application is the part of the Agreement by which a Customer describes the reason(s) for its request to use an Information Product.
<i>Customer:</i>	The party that applies/has applied for an Information Product of Landelijk Centrum Studiekeuze and with which an Agreement is/will be concluded for this purpose.
<i>Information product(s):</i>	The Information Product with data compiled by Landelijk Centrum Studiekeuze for which a licence is requested. The Information Products available are: 1. Degree Programme Database and 2. Public NSE Benchmark file.
<i>Intellectual Property Rights:</i>	All intellectual property rights exercisable at any time by Landelijk Centrum Studiekeuze, including (but not limited to) copyrights, database rights, trademark rights and industrial property rights.
<i>Data Delivery Terms and Conditions:</i>	The General Data Delivery Terms and Conditions, regardless of the form in which they are made available (electronic or physical).
<i>Licence:</i>	The right to use the Information Product.
<i>Logo:</i>	The Logo/Logos as made available by Landelijk Centrum Studiekeuze to Customer.
<i>Custom products:</i>	Information products that are provided to the Customer and for which Landelijk Centrum Studiekeuze provides customisation, for example by applying selections and/or enrichments.
<i>NSE:</i>	The National Student Survey (NSE: Nationale Studenten Enquête) is a large-scale, nationwide student satisfaction survey for which students are invited to give their opinions on programmes at universities and universities of applied sciences. The survey is conducted under the responsibility of Landelijk Centrum Studiekeuze.

<i>Online Privacy Statement:</i>	The privacy statement of Landelijk Centrum Studiekeuze as described at <a href="https://lcsk.nl/privacy">Lcsk.nl/privacy</a> .
<i>Public NSE Benchmark file:</i>	The benchmark file with NSE results.
<i>Agreement:</i>	The agreement between Landelijk Centrum Studiekeuze and Customer for the granting of a Licence by Landelijk Centrum Studiekeuze to the Customer and for the supply of Information Product to the Customer for the purpose of the Publication mentioned in the Application.
<i>Parties:</i>	Landelijk Centrum Studiekeuze and Customer.
<i>Privacy policy:</i>	The privacy policy of Landelijk Centrum Studiekeuze as published on <a href="https://lcsk.nl/privacy/privacybeleid">Lcsk.nl/privacy/privacybeleid</a> .
<i>Publication:</i>	The publication for which the Information Product is used by the Customer (e.g. website, research report, application, app, magazine, internal analysis or internship graduation thesis).
<i>Guidelines for placement of Landelijk Centrum Studiekeuze logo:</i>	The regulations to be met regarding the format and placement of the Logo which, when the Logo is to be used in communications, as described on <a href="https://lcsk.nl/over-ons/leveringsvoorwaarden">Lcsk.nl/over-ons/leveringsvoorwaarden</a>
<i>Degree Programme Database:</i>	Landelijk Centrum Studiekeuze's Degree Programme Database made available via an API by means of a login/password at one or more URLs. The Degree Programme Database contains data on registrable higher education programmes, including labour market information, accreditation data, admission requirements, enrolment numbers and student opinions.
<i>Updates:</i>	Updates with (substantive) changes to the Information Product.
<i>Justification:</i>	A description of the actions carried out by the Customer regarding the content of the Information Product for which the Customer has obtained a licence from Landelijk Centrum Studiekeuze.
<i>Version number:</i>	The year or version number of the Information Products Degree Programme Database and NSE Benchmark File.
<i>Website:</i>	The website of Landelijk Centrum Studiekeuze, accessible via <a href="https://www.lcsk.nl">www.lcsk.nl</a> and all underlying pages, software and components.

**Article 2          Licence**

- 2.1 The Customer obtains from Landelijk Centrum Studiekeuze a non-exclusive, non-transferable and non-sublicensable licence to use the Information Product, exclusively for the purposes as described by the Customer in the Application and subject to the conditions as described in these Data Delivery Terms and Conditions and the Agreement.
- 2.2 Landelijk Centrum Studiekeuze provides Information Products 'as is'. Landelijk Centrum Studiekeuze does not give any guarantees regarding the correctness of the Information Product, the data in it or their suitability for the purpose for which the Customer wishes to use it.
- 2.3 The Customer obtains from Landelijk Centrum Studiekeuze a non-exclusive, non-transferable and non-sublicensable licence to use the Logo, exclusively for the use as far as necessary under article 4.3 of the Data Delivery Terms and Conditions.

**Article 3          Duration of agreement**

- 3.1 The licence for the Degree Programme Database expires every two years on 31 December. Before that time, the Customer will receive a message from Landelijk Centrum Studiekeuze, after which the Customer chooses to actively extend the licence or let it expire.
- 3.2 The licence application for the NSE benchmark file is only applicable for the requested year and is basically a one-off delivery.

**Article 4          Acknowledgement**

- 4.1 The Customer will add in every expression referring to, or making use of the Information Product at least once clearly visible and readable that the Information Product originates from Landelijk Centrum Studiekeuze with the following sentence: 'Data from Landelijk Centrum Studiekeuze has been used,' which includes a link or reference to: [Studiekeuze123.nl/studiekeuzedata](https://studiekeuze123.nl/studiekeuzedata). Where it concerns the Information Product NSE Benchmark File, it is added that the NSE was conducted under the responsibility of Landelijk Centrum Studiekeuze. If publication details are included, the name of Landelijk Centrum Studiekeuze should be given.
- 4.2 The Customer shall state the Version Number of the Information Product in addition to the source reference as mentioned in clause 4.1. In the case of the NSE: "The National Student Survey [year]" or abbreviated as "NSE [year]".
- 4.3 In addition to the mention of the source as mentioned in article 4.1, Landelijk Centrum Studiekeuze recommends that the Customer place the Logo in accordance with the regulations as mentioned in the Guidelines on Landelijk Centrum Studiekeuze logo placement. To this end, the Customer will be provided with the Logo in digital form.
- 4.4 The Customer is not allowed to make any changes to the Logo or to use it contrary to what is stated in the Data Delivery Terms and Conditions and in the Guidelines on Landelijk Centrum Studiekeuze logo placement. In case of doubt, it is recommended to submit the draft publication to Landelijk Centrum Studiekeuze ([info@lcsk.nl](mailto:info@lcsk.nl) / 030-3039100) for review prior to publication.
- 4.5 Without the consent of Landelijk Centrum Studiekeuze, the Customer shall in no way create the impression that Landelijk Centrum Studiekeuze is part of its organisation, is affiliated to it, there is a cooperation and/or that the Customer is supported or endorsed by Landelijk Centrum Studiekeuze.
- 4.6 The Customer shall, in case of an external publication, provide Landelijk Centrum Studiekeuze with at least one copy of the published Publication within three (3) weeks after publication. In the

case of internal or digital Publication, the Customer will send a PDF file or link on which the Publication can be found to Landelijk Centrum Studiekeuze ([info@lcsk.nl](mailto:info@lcsk.nl)) within three (3) weeks. If the data is made available through a paid channel, Landelijk Centrum Studiekeuze must be granted access through a demo account within three (3) weeks.

#### **Article 5 Operations**

- 5.1 If the Customer uses parts of the Information Product, or adaptations thereof, in the Publication, the Customer is obliged to explicitly state in the Justification that a selection or adaptation has taken place.
- 5.2 If the Customer processes the Information Product, the processing must be verifiable and reproducible.
- 5.3 Customer is obliged to prepare an explanation of the processing in a Justification.
- 5.4 The Justification for the processing of the Information Product must be made available upon request, or publicly accessible from the time of publication.
- 5.5 To the extent that the Customer uses selection and/or ranking mechanisms, the Customer is obliged to explain them in the Justification.

#### **Article 6 Correction and updates**

- 6.1 If the Information Product or parts of it are demonstrably set out incorrectly in the Publication, the Customer will rectify and (where possible) recall the Publication as soon as possible, without prejudice to other legal remedies of Landelijk Centrum Studiekeuze under the Agreement and/or applicable law.
- 6.2 The Customer will be entitled to receive Updates for the duration of the Licence.
- 6.3 From the moment the Customer has access to the Degree Programme Database, the Customer will receive messages such as newsletters and service emails about the Information Product as part of this agreement. These newsletters and service emails support the responsible use of data.

#### **Article 7 Other obligations of Customer**

- 7.1 The Customer will at all times act as may be expected of a good Customer and not do or omit to do anything that conflicts with the vision of the Landelijk Centrum Studiekeuze: At the Landelijk Centrum Studiekeuze, we want to help people find their place in society. We do this by supporting prospective higher-education students in choosing a suitable course programme for themselves. We are convinced that publishing reliable and comparable information about courses, degree programmes and available options in higher education can play an essential role in this endeavour.
- 7.2 The Customer endorses the objectives of the Landelijk Centrum Studiekeuze, which are:
  - Creating, maintaining and updating a digital information service on higher education choices that is accurate, current, objective and reliably available to prospective and current students;
  - Encouraging the (effective) use of comparable information about courses by prospective and current students;
  - Supporting prospective and current students in choosing a course programme by offering customisable, comparable information about courses and additional information;

- Promoting the responsible and appropriate use of information on higher education choices through education information products by (commercial) providers.

These criteria provide grounds for rejecting an Application that does not match that described. Data requests with a purpose that is not in line with the spirit in which the data were collected and processed may be rejected by Landelijk Centrum Studiekeuze. Should the purpose of the Application not fall within the principles of Landelijk Centrum Studiekeuze, interested parties may be consulted by Landelijk Centrum Studiekeuze whether they can still agree to a delivery. If rejected, the applicant will receive a reasoned notice to that effect.

#### **Article 8 Reimbursement**

- 8.1 The provision of the Information Products Public NSE Benchmark File and Degree Programme Database does not involve any costs for the Customer. If the parties agree on the delivery of Customisation in an Information Product, the Customer commits to paying a fee to Landelijk Centrum Studiekeuze by mutual agreement.
- 8.2 The Customer must pay the fee stipulated in the Agreement within fourteen (14) days of receiving the invoice to account number IBAN NL60RABO0335665632, in Utrecht, account holder Landelijk Centrum Studiekeuze.

#### **Article 9 Termination**

- 9.1 If a Party accountably fails in the performance of the Agreement, the other Party shall be entitled, after a proper and as detailed as possible written notice of default in which a reasonable period of no more than thirty (30) days is given to remedy the failure, to dissolve the Agreement in writing with immediate effect, unless the nature of the failure does not justify the immediate dissolution of the Agreement. Landelijk Centrum Studiekeuze reserves the right to take legal action if the other Party remains in default.
- 9.2 Landelijk Centrum Studiekeuze is entitled to terminate the Agreement with immediate effect, without further notice and without being liable for damages towards the Customer, if the Customer acts in violation of one or more obligations as set out in articles 2 through 6 of the Data Delivery Terms and Conditions.
- 9.3 If one of the Parties to this Agreement is declared bankrupt, applies for a suspension of payments or is dissolved or liquidated, the other Party shall be entitled to dissolve the Agreement with immediate effect, without any further notice of default being required and without the dissolving Party thereby becoming liable to pay damages to the other Party.
- 9.4 If performance has already been carried out under the Agreement in respect of which there is no question of default, such performance shall not be subject to reversal as a result of dissolution, except as otherwise provided in the Agreement.  
In the event of early termination of the Agreement, for whatever reason, the Customer will be obliged to cease any use of the Information Product with immediate effect and to destroy the Information Product.
- 9.5 Obligations which by their nature are intended to continue beyond the end of the Agreement, including - but not limited to - the obligations under Articles 2, 6 and 11 shall remain in full force even after termination of the Agreement.
- 9.6 In the event of termination of the Agreement, the Customer must immediately cease and desist the use of the Information Product as well as the Logo.

**Article 10 Warranties and indemnities**

- 10.1 The Customer guarantees that if it uses the Information Product and, if applicable, the Logo on the basis of the Licence granted to the Customer, this will be done in compliance with the conditions included in the Agreement.
- 10.2 The Customer indemnifies Landelijk Centrum Studiekeuze against claims of third parties related to the use of the Logo and/or Information Product by the Customer.

**Article 11 Intellectual Property Rights**

- 11.1 The Intellectual Property Rights relating to the Website, as well as the Information Products made accessible through the Website (Degree Programme Database and/or Public NSE Benchmark File) belong to Landelijk Centrum Studiekeuze and/or its licensors.
- 11.2 Under the conditions set out in article 2 of these Data Delivery Terms and Conditions, Landelijk Centrum Studiekeuze grants the Customer a right to use the Information Product and Logo mentioned in the Application.
- 11.3 The Customer is not allowed to copy, change, reverse engineer, publish or use for any other purpose the texts, the look and feel, and/or the structure of the Website or parts thereof without consent of Landelijk Centrum Studiekeuze.
- 11.4 Nothing in these Data Delivery Terms and Conditions is intended to transfer any Intellectual Property Right to the Customer. The Customer will not perform actions that may infringe on the Intellectual Property Rights of Landelijk Centrum Studiekeuze.
- 11.5 The Customer shall immediately inform Landelijk Centrum Studiekeuze of any infringement by third parties on the Intellectual Property Rights of Landelijk Centrum Studiekeuze.
- 11.6 Only in the case of (imminent) infringements by third parties on its Intellectual Property Rights, Landelijk Centrum Studiekeuze will decide whether or not to take (legal) measures against the infringer(s). In no case will Landelijk Centrum Studiekeuze be obliged to do so towards the Customer.

**Article 12 Force majeure**

- 12.1 In the event of force majeure, performance by the Parties of their obligations under the Agreement shall be suspended in full or in part for the duration of such force majeure, without the Parties being mutually liable for any compensation in this respect. The other party will be notified in writing of a case of force majeure on submission of the necessary documentary evidence.
- 12.2 Force majeure on the side of Landelijk Centrum Studiekeuze occurs when suppliers engaged by Landelijk Centrum Studiekeuze do not fulfil their obligations towards Landelijk Centrum Studiekeuze or do not do so in time, completely and/or correctly.
- 12.3 If the force majeure situation lasts longer than fourteen (14) days, the other party will have the right to terminate the agreement.

**Article 13 Confidentiality**

- 13.1 The parties undertake to maintain confidentiality regarding all confidential information received about the other party and its business. The parties also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement between the parties.

- 13.2 Information shall in any case be considered confidential if it is designated as such by one of the Parties and if the receiving Party should reasonably understand that the information is confidential.
- 13.3 The Customer must take precautions to ensure that the Public NSE Benchmark file Information Product does not fall into unauthorised hands.
- 13.4 The Customer must never use the Public NSE Benchmark File Information Product to identify individual respondents or allow others to do so.

#### **Article 14 Liability**

- 14.1 Within the framework of the Agreement, Landelijk Centrum Studiekeuze will not be liable for any damage on account of an (attributable) shortcoming, wrongful act or otherwise, except for what is determined below.
- 14.2 Should Landelijk Centrum Studiekeuze nevertheless be deemed liable, Landelijk Centrum Studiekeuze will only be liable for direct damage (as described below) that the Customer suffers as a result of a shortcoming attributable to Landelijk Centrum Studiekeuze in the fulfilment of an essential obligation and/or unlawful act, up to an amount equal to a maximum of the amount of the agreed reimbursement of expenses (excluding VAT), see article 8.1.
- 14.3 Direct damage means exclusively:
- a) material damage to property;
  - b) the costs reasonably incurred by the Customer to repair or eliminate the shortcomings of Landelijk Centrum Studiekeuze, so that the performance of Landelijk Centrum Studiekeuze does comply with the Agreement, unless the Customer dissolves the Agreement;
  - c) reasonable costs incurred to prevent or limit direct damage; and
  - d) reasonable costs incurred to determine the cause of damage, the extent and the manner of repair.
- 14.4 Any liability of Landelijk Centrum Studiekeuze for other than direct damage, such as for consequential, derivative and immaterial damages, is entirely excluded. In this context, consequential damage is in any case understood to be: loss of profit, missed savings, reduced goodwill, damage due to business interruption, losses, costs incurred to prevent or ascertain consequential damage and/or damage resulting from claims of customers of the Customer. Also excluded is the liability of Landelijk Centrum Studiekeuze due to mutilation, destruction or loss of data.
- 14.5 Damage that under the Agreement qualifies for possible compensation by Landelijk Centrum Studiekeuze should be reported in writing to Landelijk Centrum Studiekeuze immediately but at least within 30 (thirty) days after its occurrence. Damage that is not brought to the knowledge of Landelijk Centrum Studiekeuze within this term will not be considered for reimbursement, unless the Customer makes it plausible that he could not report the damage earlier.

#### **Article 15 General**

- 15.1 Deviations from the Data Delivery Terms and Conditions shall only be valid if expressly agreed by the Parties in writing or by email.
- 15.2 If and to the extent that any provision of the Agreement is declared void, invalid or non-binding, this shall not affect the validity of the other provisions. In such a case, the parties will consult each other as soon as possible on a new provision that will approach the nature and scope of the old provision as closely as possible, without itself being void, invalid or non-binding.

- 15.3 The Agreement shall be governed by Dutch law.
- 15.4 All disputes arising from or related to the Agreement shall be submitted exclusively to the competent court in the district of Utrecht.
- 15.5 Landelijk Centrum Studiekeuze reserves the right to mention the organisation names of Buyers of Information Products on the lcsk.nl website and/or in annual reports or other communications.
- 15.6 The personal data of the Customer is processed as described in the Online Privacy statement.
- 15.7 The Privacy Policy of Landelijk Centrum Studiekeuze applies to this agreement.