



Stichting Onderzoek Multinationale Ondernemingen
Centre for Research on Multinational Corporations

General Terms & Conditions SOMO services

SOMO aims to cooperate with its clients in the best possible way. These terms and conditions have been drawn up to serve this cooperation and to prevent misunderstandings. It is possible to deviate from these terms and conditions by mutual agreement in writing.

1. Definitions

In these General Terms & Conditions, the following definitions shall apply:

Agreement: the agreement for the purchase of Services between SOMO and the Client incorporating these General Terms;

Business Day: any day other than a Saturday, Sunday or any day which is a public holiday in the Netherlands;

Services: all services forming the subject matter of the Agreement.

2. Deliveries

2.1 SOMO will do everything that can reasonably be expected to carry out the assignment as described in the Agreement.

In case the assignment cannot be completed or turns out to yield insufficient results, due to unavailability of data, SOMO shall inform the Client at the earliest opportunity and the parties will enter into consultation regarding the consequences thereof, such as amendment of the assignment.

2.2 SOMO shall inform the Client at the earliest opportunity in case a delay in the agreed delivery date is expected. Agreed delivery dates are never absolute (in Dutch “*fataal*”). Therefore, exceeding a delivery date shall not in itself cause SOMO to be in default. This shall only be the case if SOMO still fails

to deliver within an additional, reasonable period stated in writing after the expiry of the agreed delivery period due to reasons that are imputable to SOMO.

2.3 In case the delay in delivery is due to dependency of SOMO on outsourced field research this shall be considered a situation of force majeure, as referred to in clause 5.

3. Use of product

3.1 Draft reports and rough data shall be clearly marked to be draft versions by means of watermark, headers or in the title of the document. The Client is allowed to share draft reports for internal purposes only. The Client is not allowed to publish or share any draft report with third parties.

3.2 SOMO’s standard quality control procedure includes sending a draft version of the related research to the company, other relevant stakeholder or the person of interest for a factual review and/or rights to reply.

3.3 Without this review process, SOMO’s research findings may only be used internally and may not be published, shared with third parties or distributed as ‘SOMO research’. If the client would like to use the research data externally, it is obliged to consult SOMO and agree with SOMO about referencing original sources and attribution.

3.4 After the company review process has been completed and SOMO has delivered the final report, the Client is allowed to copy, distribute and make available the report on the conditions as specified in the Creative Commons Attribution-NonCommercial-



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NoDerivatives 4.0 International License, which can be found at <https://creativecommons.org/licenses/by-nc-nd/4.0/>. The Client is only allowed to publish the report on his own name if explicitly agreed in writing in advance.

4. Intellectual property rights

4.1 All intellectual property rights with regard to any work resulting from the provision of Services, including (without limitation) proposals, analyses, reports, memorandums, summaries and other works of authorship made or conceived by SOMO under the Agreement shall at all times remain with SOMO, unless otherwise agreed in the Agreement.

4.2 Unless otherwise agreed in the Agreement, SOMO grants the Client a non-exclusive license to reproduce and disclose the reports and other works of authorship as delivered by SOMO to the Client on the conditions as specified in the Creative Commons Attribution-NonCommercial-NoDerivatives 4.0 International License, which can be found at <https://creativecommons.org/licenses/by-nc-nd/4.0/>.

4.3 The ownership of the underlying data remains with SOMO and may at all times be reused by SOMO.

5. Force majeure

5.1 Neither Party shall be liable for not duly or timely performing any of its obligations pursuant to the Agreement if such non-performance results from force majeure, by which is meant:

- (i) any war, civil commotion, terrorist attack, strike, lockout, industrial

dispute, fire, explosion, natural disaster (including, without limitation, flood, drought or hurricane) or unforeseeable intervention by any public body (including, without limitation, any government agency); or

- (ii) any other event beyond the control of the Party first mentioned in this clause 5.1, provided that such other event is not for the account or risk of the non-fulfilling Party under the law, a legal act, or generally accepted practice.

5.2 Payment obligations of any Party under the Agreement shall not be suspended by force majeure.

5.3 The obligation which cannot be performed as a result of force majeure shall only be suspended for such time and to such extent as the relevant event impedes performance of the obligation.

6. Fees and expenses

6.1 All fees shall be payable within fifteen (15) Business Days of invoice.

6.2 SOMO may require that the Client makes an advance payment on expected fees and expenses or for additional work, and the Client shall make such advance payment.

6.3 The Client shall reimburse SOMO for all reasonable expenses incurred by SOMO in relation to the Services, within fifteen (15) Business Days after receiving a statement of expenses. Insofar as reasonably possible, SOMO shall consult with the Client before incurring any expenses.

7. Limitation of liability and indemnity

7.1 SOMO shall not be liable towards the Client:



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- (i) for any damages which do not directly result from any act or omission of any of SOMO's executive officials;
- (ii) for any damages in relation to which the Client has not given written notice to SOMO regarding the relevant damages within twelve months from the date on which the act or omission resulting in the relevant damages was done.

7.2 SOMO's liability is in any case limited to the amount of the fees total charged by SOMO to the Client except where such damages arise from gross negligence or wilful misconduct of SOMO.

7.3 The Client undertakes to fully indemnify SOMO against any and all loss, liability, damage or expense (including, without limitation, all professional, legal and other costs) which SOMO may suffer or incur as a result of any third party taking any action against SOMO howsoever related to the provision of the Services, except where such action arises from gross negligence or willful misconduct of SOMO, including its directors, officers and employees.

8. Confidentiality

8.1 No Party shall use or disclose to any person any confidential information which has been or will be obtained as a result of the Agreement, otherwise than for the sole purpose and under the conditions set out in the Agreement.

8.2 The obligations to observe confidentiality shall not apply to information which:
(i) is or becomes contained in published information available to the general public

through no wrongful act of the Party first mentioned in clause 8.1;

(ii) is or becomes publicly known through no wrongful act of the Party first mentioned in clause 8.1;

(iii) is acquired from a third party in good faith and without an obligation of confidence being owed to that third party in respect thereof; or

(iv) is required to be disclosed by any Party by any relevant law or regulation.

9. Code of conduct

9.1 SOMO shall at all times adhere to the SOMO Code of Conduct, containing the principles for the research done by and on behalf of SOMO. These principles include effectiveness, independence, reliability, protection of sources, quality, transparency, cooperation, right of reply, and accountability. The SOMO Code of Conduct can be downloaded from SOMO's website.¹

10. Applicable law

10.1 The Agreement shall be exclusively governed by the laws and courts of The Netherlands.

11. Dispute settlement

11.1 In case a dispute arises, the parties shall enter into discussions in order to attempt to find a reasonable solution.

11.2 If the parties cannot jointly reach a solution, the parties shall attempt to resolve the dispute through mediation before initiating legal proceedings.

¹ <https://www.somo.nl/somo-code-conduct/>.