



# Revised Proposal for Consultancy Services

Prepared for: **Masaryk University**

Attn: \_\_\_\_\_

Prepared by: \_\_\_\_\_

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# 1.Introduction

Masaryk University, is in need of a market insight to inform their international marketing strategy to attract international students to the Moravia region.

This proposal is submitted by StudyPortals. StudyPortals is the global study choice platform and started as a spin-off of European Students' associations in 2007. Our mission is to empower the world to choose (for) education. We are determined to make your international higher education marketing easier and more effective. Over 16 million users annually from 240 countries worldwide look at offer over 120,000 programmes from over 2,400 universities in 67 countries, which allows us to help our clients with best practice from all over the world.

**StudyPortals Analytics and Consulting Team (ACT)** advises and assists universities and other organisations in the higher education sector to realise their ambitions in the field of international marketing and international student recruitment. Our team of consultants cover everything from strategy, branding and marketing to customer relationship management, student recruitment, market insight, competitor analysis, google analytics, training as well as custom services.

The proposal is based on a meeting with Mrs [redacted] at the EAIE on 15 September 2016 and an email from [redacted] on 23 September 2016.



## 2. Technical proposal

### 2.1 Background of the project

In order to attract more international students to the Moravia Region. The outcome of this research and analysis should serve as a source of information for future marketing plans and activities to attract more international students.

The selected target countries and regions are: Belgium, Brazil, China, Denmark, Finland, Indonesia, Israel, Luxemburg, Kazakhstan, Malaysia, Netherlands, Norway, Philippines, Russia, Sweden, UK, USA and Vietnam.

### 2.2 Objectives of the project

The specific objectives of the project are to get insight into the following questions:

- What areas of study most interest potential applicants from the selected countries?
- What other countries do these students look at, when looking to study abroad?

The answers to the above questions will be compiled separately for students from specific education levels (high school students, Bachelor's, Master's and doctoral) and specific fields of study:

- Education (Teacher training and education science)
- Humanities and arts (Arts, Humanities, Languages)
- Social sciences, journalism and information (Social and behavioural sciences, Journalism and information)
- Business, administration and law (Business and administration, Law)
- Natural sciences, mathematics and statistics (Biological and related sciences, Environment, Physical sciences, Mathematics and statistics)
- Information and Communication Technologies (ICTs)
- Engineering, manufacturing and construction (Engineering and engineering trades, Manufacturing and processing, Architecture and construction)
- Agriculture (Agriculture, Forestry, Fisheries, Veterinary)
- Health and welfare (Health, Welfare)
- Services (Personal services, Hygiene and occupational health services, Security services, Transport services)

### 2.3 Methodology

The basis of this analysis is the dataset from StudyPortals that contains data from over 13 million of visitors to the StudyPortals websites, such as page views, geographic breakdown, intended start date, etc. from Google Analytics. Besides, StudyPortals has detailed information on over 400,000 registered users, representing our overall visitor base over the last 12 months (with a slight bias towards European users) from which to draw information on age, gender, funding, intended start date, etc. as well.

Through its various websites StudyPortals is able to collect all sorts of information on students' behaviour and interest, discipline popularity, countries of origin, etc. Students visiting our websites also have the possibility to short list their favourite programmes in their user account. These are typically highly relevant programmes that students are considering to apply to.

Based on these listed favourites we can apply Item-to-Item Collaborative Filtering<sup>1</sup> to this data, which allows us to determine which other programmes students are interested in that are interested in your programme. The total sample size is currently 820,000 favourited programmes, and is growing day by day, leading to very reliable results. The sample size for a typical programme competitor analysis is 50-150 interested students and 500-1500 programmes.

## Methodology constraints

The insights in this report are based upon our Google Analytics data, our user accounts, enquiry database and our Competitor Analysis Tool, which is still under development. Overall, our web metrics data covers millions of visitors over many years, but for other data we rely on sample sizes that are still small due to the fact that data collection has only been done for a short period of time on some. In general, there is an under representation from Chinese visitors as they have a stronger tendency to use (offline) recruitment agents for their study choice. As enquiries only come in through paid marketing campaigns, this automatically puts some limitations, which is enhanced by possibly low sample sizes for specific disciplines and/or regions. Consequently, the information contained in the report should be interpreted as indicative. StudyPortals will have done their utmost to register information from students in the most accurate and representative way. StudyPortals cannot guarantee nor accept liability for the accuracy of any of the insights provided.

## 2.4 Planning

### Action 1: market and focus country analysis

Using StudyPortals dataset of students' search behaviour on BachelorsPortal and MastersPortal we will analyse the popularity of all disciplines and of relevant (sub-)disciplines amongst students globally and will carry out a focus country analysis for the following (sub-)disciplines:

- Education (Teacher training and education science)
- Humanities and arts (Arts, Humanities, Languages)
- Social sciences, journalism and information (Social and behavioural sciences, Journalism and information)
- Business, administration and law (Business and administration, Law)
- Natural sciences, mathematics and statistics (Biological and related sciences, Environment, Physical sciences, Mathematics and statistics)
- Information and Communication Technologies (ICTs)
- Engineering, manufacturing and construction (Engineering and engineering trades, Manufacturing and processing, Architecture and construction)
- Agriculture (Agriculture, Forestry, Fisheries, Veterinary)



- Health and welfare (Health, Welfare)
- Services (Personal services, Hygiene and occupational health services, Security services, Transport services)

In the analysis we will compare the interest of students looking at programmes in general and from selected countries and regions. As the requested insights are highly segmented, most likely the datasets per country and level will become too small to provide any statistically meaningful insight. Therefore, we suggest to use the following countries and regions<sup>2</sup>:

- Benelux
- Brazil
- China
- Russia & Kazakhstan
- Scandinavia
- South East Asia
- UK
- USA

We will also look at the relative popularity of these (sub-)disciplines per country or region (i.e. share of programmes offered in the (sub-)discipline versus the share of students interested in those (sub-)disciplines, and will make a distinction between results for MastersPortal and BachelorsPortal.

The analysis will look at Czech Republic as destination, but also at Finland, Germany, Netherlands and the UK, as those are the 4 most competing countries of destination for students interested in Czech Republic according to our data.

## **Action 2: report compilation**

The outcomes of actions 1 will be compiled in one report separately for students from specific education levels (high school students, bachelor's, master's and doctoral) and specific fields of study.

## **Indicative Delivery and Timetable**

The project will start within 1 week of signing of this proposal. The market analysis will take maximum three weeks until the draft report. The final report will be delivered within 2 weeks after the feedback from the client. The delivery date of the draft report is 31 October, the delivery date for the final report is 15 November at the latest.

## **2.5 Consultants involved**

The project will be carried out by

Director Analytics and Consulting at StudyPortals. He has over 25 years of experience in international education. He worked at Tilburg University in the Netherlands between 1989 and 2006 in various capacities, both at central and faculty level. He also worked for the ERASMUS Bureau in

<sup>2</sup> The data available on Israel is too limited to be included in this analysis

Brussels for 6 months in 1993-1994. In early 1995 he moved to Britain to work for Sheffield Hallam University for 18 months. In 1997 he became Head of the International Office of the Faculty of Economics and Business Administration at Tilburg University.

From 2006 until 2009 [redacted] was partner and director of StudyWorld (Netherlands) BV, a student recruitment agency and IELTS Testing Centre in the Netherlands, which was sold to Kilroy in Denmark. From October 2008 until May 2011 [redacted] was the Interim Head of Marketing, Communication and Admissions of the Institute for Housing and Urban Development Studies of Erasmus University Rotterdam. From September 2011 until January 2013 he acted as head of marketing for RNTC. From July 2011 until September 2015 he was Senior Account Manager at StudyPortals.

[redacted] is the founder of the Professional Section on Marketing & Recruitment of the European Association for International Education (EAIE) and has been Chair of M&R from 2002 to 2008. From 2004 to 2008 he also was a member of EAIE's Executive Board. [redacted] served on EAIE's Conference Programme Committee in 2010 and 2011. In September 2009, [redacted] was awarded the Bo Gregersen Award for Best Practice of the EAIE.

[redacted] has a Master's degree in International Economics from Tilburg University, a post-graduate diploma in Public Management from TiasNimbas Business School, and a post-graduate certificate in Customer Relationship Management (CRM) from Beeckestijn Business School. [redacted] a member of the Register of CRM Professionals.

[redacted] works as Senior Analytics Consultant in the Analytics & Consulting Team at StudyPortals. She started working for StudyPortals in 2011. Her initial job was to develop the UK and Turkish market at which she was so successful using her expertise and skills in Google Analytics that she quickly became the company's expert on Google Analytics and Google Tag Manager. Besides supporting StudyPortals clients with more insight on country and discipline interest, ROI and website audits and redesign, [redacted] is increasingly providing training on Google Analytics for universities across Europe.

[redacted] has studied Industrial Engineering & Management in Istanbul Yıldız Technical University, Turkey. During her education, she has travelled and studied around Europe which brought her the passion for internationalism. [redacted] believes in the strength of technology and internet which enables us the transparency and tracking options. Although, she thinks it is important to have the continuous relationship and knowledge between relevant departments in a university to be able to see the full conversions.

[redacted] works as Junior Consultant at StudyPortals. [redacted] joined StudyPortals in January 2016 as the first fulltime member of the, then new, Analytics and Consulting Team. His responsibilities include providing higher education institutions with a variety of consulting services, such as marketing and recruitment strategies, CRM consulting, market research and training.

He has a BSc in Biology, an MSc in Molecular and Cellular Life Sciences as well as an MSc in Science and Business Management from Utrecht University. During his many scientific internships and projects, he took every opportunity to do applied work for various companies and other organisations. He also



worked as a consultant at *De Kleine Consultant*, a non-profit student strategy firm for SMEs, during his education.

interest in applying her theoretical knowledge in real life brought her to Germany where she pursued her Master's degree in Neural Information Processing. With the goal of further exploring the field of neuroscience, she moved to the Netherlands to work on a PhD project on computer simulation of aging brains at the Neuro-informatics department at Radboud University. joined StudyPortals ACT in April 2016.



# 3. Financial proposal

Item	total with 1 day workshop	
Action 1: market and focus country analysis	€	10.000,00
Action 2: report compilation	€	1.200,00
(International) travel and subsistence		PM

## Additional work

Additional work not included in the above proposal will be charged at our standard hourly fee of EUR 150. All our fees include overhead, office and administrative expenses, e.g. telephone, fax, postage, paper, etc. All fees are quoted in the Euro currency. All amounts mentioned in this proposal are exclusive of 21% VAT. International travel and subsistence expenses will be charged separately on the basis of actual costs. All travel in the Netherlands will be charged at EUR 0.40 per kilometre.

## Method of payment

We will invoice 50% at the start of the project and 50% upon completion of the project.

## Other

All amounts mentioned in this proposal are exclusive of 21% VAT. Our General Terms and Conditions apply to this proposal. See annex.

## For approval of package

*(Your signature here)*

On behalf of Masaryk University

Name: .....

Date: .....

Invoice reference number: .....

This offer is valid until 30 September 2016. All prices exclude VAT. Payment is due 30 days after the receipt of the invoice.

# 4. List of consultancy clients

## Top 100 Institutional clients

- ❖ University of London, United Kingdom  
Market research for new degree programmes
- ❖ Erasmus University Rotterdam, Netherlands  
Development of international marketing plan and country action plans for School of Law & staff development training on working with agents
- ❖ IHS, Erasmus University Rotterdam, Netherlands  
Development of international marketing plan, selection & implementation of CRM system, development of new website, development of alumni policy and e-marketing and interim marketing management aimed at increasing the number of self-paying students from China and India mainly. IHS traditionally targets mid-career professionals. In three years the number of self-paying students increased from 0 in 2008 to 40 in 2011! Market research and competitor analysis.
- ❖ Utrecht University, the Netherlands  
Staff development workshop on marketing and recruitment, benchmark of 6 master programmes and advice on international marketing, tailor-made introductory course on Marketing for all MarCom staff.
- ❖ Universiteit van Amsterdam, Netherlands  
Selection of agents in China for the Faculty of Economics and Business, analysis of potential recruitment markets and international strategy development, staff development training, and market analysis of India.
- ❖ Uppsala University, Sweden  
Advice on marketing & recruitment
- ❖ Karolinska Institute, Sweden  
Review of international marketing & Recruitment strategy 2011-2014 and recommendations for new strategy 2015-2018. Development of international alumni strategy.
- ❖ Wageningen University, Netherlands  
Advice on Talent Recruitment and benchmark on international student services.
- ❖ Rijksuniversiteit Groningen, Netherlands  
Advice on marketing & recruitment operations and on international branding & positioning and development of a marketing plan for the Groningen International School of Law, the Faculty of Behavioural and Social Sciences and staff development workshops for all international marketing & recruitment staff. Online student survey into setting up of new bachelor's degree.

### Top 101-500 Institutional clients

- ❖ University of Twente, Netherlands  
Competitor analysis and advice on target markets
- ❖ University of Antwerp, Belgium  
Inventory of models of internationalisation policy and implementation
- ❖ Radboud University Nijmegen, Netherlands  
Staff development workshop and external evaluation of Erasmus Mundus Action 2 project
- ❖ Vrije Universiteit Amsterdam, Netherlands  
Benchmark of Dutch universities on international marketing and recruitment operations and sales training for all international marketing & recruitment staff
- ❖ MIP – Politecnico di Milano, Italy  
Contribution on international marketing to training course on Internationalisation of Education for senior managers in Italian higher education
- ❖ UiT The Arctic University of Tromsø, Norway  
Staff development training on international marketing & recruitment and development of international branding & positioning
- ❖ London School of Hygiene and Tropical Medicine, United Kingdom  
Review of website, website tracking and staff training for Google Tag manager
- ❖ University of Linköping, Sweden  
Staff development workshop on international student recruitment
- ❖ Sabanci University, Turkey  
Market research for new degree programmes
- ❖ Manchester Metropolitan University, United Kingdom  
Setting up tracking with Google Tag Manager for MMU website and training in GA Tag Manager



## Other institutional clients

- ❖ StudyWorld (Netherlands) BV, the Netherlands  
Recruitment of students to USA, Canada and New Zealand
- ❖ The Scholar Ship, USA  
Development and implementation of a European Market Entry Strategy for The Scholar Ship®, a transnational shipboard education programme
- ❖ Groupe ESSCA, Ecole Supérieure de Sciences Commerciales d'Angers, France  
Selection of agents and review of international marketing strategy
- ❖ Hogeschool INHOLLAND, the Netherlands  
Staff development workshop on education fair attendance
- ❖ The Graduate Institute Geneva (formerly IUED), Switzerland  
Position paper on tuition fees policy
- ❖ Tecnológico de Monterrey, Mexico  
Market Entry Strategy for selected European countries
- ❖ Hogeschool Utrecht, Netherlands  
Development of international marketing strategy & staff development workshop on working with agents
- ❖ Green River Community College, USA  
Development of European marketing entry strategy
- ❖ Ulster Sports Academy, UK  
Quick scan of Ulster Sports Academy
- ❖ Nyenrode Business Universiteit, The Netherlands  
Staff development workshop on working with agents
- ❖ BES La Salle, Spain  
Market entry strategy, incl. identification and selection of agents and education fairs
- ❖ Aalesund University College, Norway  
Staff development workshop & strategy seminar
- ❖ Hogeschool van Amsterdam, Netherlands  
SWOT analysis and development international marketing strategy for International Business School and for MSc in Occupational Therapy, as well as website review and development of new website.

- ❖ City of Almere, Netherlands  
SWOT analysis
- ❖ Fontys Hogeschool, Netherlands  
Guest lectures on Collaboration and Alliance Management for International Business and Management Studies
- ❖ RNTC, Netherlands  
Needs analysis and development of international marketing and communication strategy and interim Marketing Management aimed at increasing the number of self-paying students and including the selection & implementation of CRM system. Within 1 year the number of self-paying students increased from 0 in 2011 to 37 in 2012. RNTC traditionally targets mid-career professionals, as well as website review and development of new website.  
  
Feasibility study into independence for RNTC.
- ❖ Tio Hogeschool, Netherlands  
External Advisor International Strategy and various projects on marketing & recruitment and market intelligence on focus countries
- ❖ Jönköping University, Sweden  
Workshop on marketing & recruitment
- ❖ UArctic, Norway/Finland/Russia  
Workshops on marketing & recruitment
- ❖ EIT, Australia  
Development of a marketing strategy for the United Kingdom
- ❖ College of Europe, Belgium  
Staff development training: Enquiries to Enrolment
- ❖ Ural Federal University, Russia  
Market analysis of 10 Asian and 6 Latin American countries
- ❖ Zuyd University of Applied Sciences, Netherlands  
Development of a marketing strategy and market research for new degree programme
- ❖ NHTV Breda University of Applied Science, Netherlands  
Market research on focus countries and discipline interest, review of partner institutions and development of marketing plan
- ❖ Hanken School of Economics, Finland  
Advice on tuition fees and scholarships for non-EEA students
- ❖ University of Lapland, Finland  
Review of international degree programme portfolio

- ❖ [University of Vaasa](#), Finland  
Quick scan, needs analysis and advice on tuition fees and scholarships for non-EEA students
- ❖ [Arcada University of Applied Sciences](#), Finland  
Review of international degree programme portfolio
- ❖ [GetSmarter](#), South Africa  
Market and focus country analysis
- ❖ [Stenden University of Applied Sciences](#), Netherlands  
Competitor analysis
- ❖ [Yasar University](#), Turkey  
Competitor analysis
- ❖ [Kadir Has University](#), Turkey  
Landing pages and leads generation

### **National agencies & international organisations**

- ❖ [Archimedes](#), Estonia  
Staff development workshop and global market analysis
- ❖ [BEDIA](#), Botswana  
Request for proposal for a Study to Assess the Viability of Establishing a Tertiary Education Hub in Botswana
- ❖ [CIRIUS](#), Denmark  
Staff development workshop
- ❖ [EAIE](#), the Netherlands  
Contribution to 4 training courses in the field of Marketing & Recruitment and editing of Occasional Paper
- ❖ [Nuffic](#), the Netherlands  
Publication of paper on international marketing
- ❖ [DAAD](#), Germany  
Staff development workshop on international marketing & recruitment
- ❖ [Education New Zealand](#), New Zealand  
Staff development workshop on international marketing & recruitment
- ❖ [SIU](#), Norway  
Presentation at national conference



- ❖ [GoNorth!](#), Norway  
External Project Evaluation of an ERASMUS Mundus Action 4 project
- ❖ [The Barents Education Network](#), Finland  
External Project Evaluation of an ERASMUS Mundus Action 4 project
- ❖ [The Utrecht Network](#), the Netherlands  
External Project Evaluation of an ERASMUS Mundus Action 4 project
- ❖ [NQA](#), The Netherlands  
Peer review for accreditation of undergraduate degree in Oriental Languages and Communications at *Hogeschool Zuyd*, Trade Management Asia at *Hogeschool Rotterdam*, and Master International Business at HAN University

# 5. General terms and conditions of StudyPortals

## Article 1 Definitions

In these general terms and conditions, the following words shall be deemed to have the following meanings:

1. The contractor: the legal entity StudyPortals Analytics and Consulting Team BV
2. Client: the party purchasing services and/or goods from the contractor;
3. Agreement: the agreement between StudyPortals Analytics and Consulting Team BV and the client;
4. Price: the price of the goods or the services

## Article 2 Applicability

1. These general terms and conditions apply to all agreements between StudyPortals Analytics and Consulting Team BV and the client, irrespective of the services and/or goods supplied. Any terms and conditions of purchase or otherwise of the client are not applicable, unless they have been explicitly accepted by StudyPortals Analytics and Consulting Team BV in writing in the agreement.
2. The terms which have been agreed in writing by StudyPortals Analytics and Consulting Team BV and its client are binding.
3. If the agreement is preceded by a preliminary study, StudyPortals Analytics and Consulting Team BV will inform the client clearly and in good time of the conditions in this regard.
4. An initial interview and a customised offer are entirely free of charge and without engagement.

## Article 3 Conclusion of the agreement

1. The agreement is binding after having been signed by both the client and StudyPortals Analytics and Consulting Team BV.
2. A signed registration or application form, a signed written confirmation, a signed financial proposal, and a signed offer or a registration or assignment sent by e-mail shall also be deemed to be an agreement.
3. An agreement is drawn up provided there is complete consensus between the parties about its contents and the conditions under which it is to be carried out.
4. For this purpose, StudyPortals Analytics and Consulting Team BV and the client must set forth in concrete terms in the agreement the question to be answered, the approach to be taken, the scope and the intended results of the project.

#### **Article 4            Collaboration**

1. In view of the need for the client to lend its cooperation to carrying out the agreement, the client will always provide all useful and necessary details or information in good time. If details necessary for the performance of the agreement are not made available to StudyPortals Analytics and Consulting Team BV, or not in good time, or not in accordance with the arrangements, or if the client does not satisfy its obligations in some other way, this may give cause for the performance of the agreement to be suspended, and extra costs may be charged on the basis of the usual rates of StudyPortals Analytics and Consulting Team BV.
2. StudyPortals Analytics and Consulting Team BV undertakes to create circumstances such that all persons in the client's organisation who must collaborate in carrying out the agreement, for example in steering committees or project groups, are clearly aware of what this collaboration entails.

#### **Article 5            Realisation**

1. The time required for the realisation is stated approximately and never as a strict deadline, unless a binding duration is expressly included in the agreement.
2. With regard to the realisation, StudyPortals Analytics and Consulting Team BV shall only be in default after, successively, a binding duration has been exceeded, after which the client has granted StudyPortals Analytics and Consulting Team BV a reasonable period for performance, and after this reasonable term has been exceeded, has sent StudyPortals Analytics and Consulting Team BV notice of default by registered letter.
3. StudyPortals Analytics and Consulting Team BV is obliged to perform to the best of its ability in carrying out all agreed assignments and in obtaining the agreed results. In the event of serious problems with continuity, StudyPortals Analytics and Consulting Team BV will take measures such that a solution can be achieved as soon as possible.
4. The client will be kept informed of progress on the work and the various phases of a training programme or project.

#### **Article 6            Cancellation**

1. If there are reasonable grounds on which to do so, the client is authorised to cancel the agreement.
2. In that case the client is obliged to make payment for the preparation already carried out and/or the preparation costs already incurred. These costs will be charged to the client, accompanied by documentation.
3. StudyPortals Analytics and Consulting Team BV is authorised to cancel an assignment.
4. Under these circumstances the client is entitled to a full refund of the amount paid to StudyPortals Analytics and Consulting Team BV.
5. If, while the assignment is being carried out, facts or circumstances occur which will, or might, affect the consensus which was originally reached, then StudyPortals Analytics and Consulting Team BV will consult its client about this in good time in order to adjust the arrangements to the altered situation and to set them forth in a new contract.



6. If StudyPortals Analytics and Consulting Team BV must cancel or postpone a training course due to unforeseen circumstances, the client must give it the opportunity to provide the service at some other time.
7. After consultation, the client may allow another person to take part in the training programme or course in the place of the registered participant, provided StudyPortals Analytics and Consulting Team BV is notified of the replacement in good time.
8. If the client or a participant/candidate designated by the client is absent after the start of a training programme, course or assessment, terminates participation early, or does not participate / is not present for some other reason, the costs already incurred on the part of StudyPortals Analytics and Consulting Team BV will be charged to the client, accompanied by documentation.

## **Article 7        Rates**

1. All rates are exclusive of value added tax (VAT) and other government levies.
2. In respect of activities which are not included in an agreement, whether no-cure-no-pay or otherwise, StudyPortals Analytics and Consulting Team BV will make clear-cut price arrangements with the client and document them in advance.
3. In the event that this proves in practice to involve a deviation of more than 10%, it will be discussed with the client immediately, and a new offer will first be drawn up for this purpose.
4. Costs are never charged for activities which have not been contracted out in advance by the client as valid assignments.

## **Article 8        Payment and collection**

1. StudyPortals Analytics and Consulting Team BV will charge the client the fees due by sending an invoice. The client must pay the amount due by remitting it to the designated bank account within 30 days of the invoice date.
2. If the client does not pay the amounts due within the agreed term, it shall be in default without any notice being required. StudyPortals Analytics and Consulting Team BV is then authorised, without any further notice of default and/or judicial intervention, to demand payment in full of the outstanding amount, and to charge interest on this amount at a rate of 1.5% per month.
3. If, despite such demand, the client remains in default with its payment, StudyPortals Analytics and Consulting Team BV will be obliged to refer the debt for collection. In addition to the amount due at such time, the client is then also obliged to reimburse both the extrajudicial costs of collection, the amount of which is fixed at 15% of the total amount with a minimum of EUR 125, and the other (judicial) costs incurred.
4. In respect of assignments that take place on the basis of no-cure-no-pay, the payment term applies as it is stipulated in the agreement.
5. StudyPortals Analytics and Consulting Team BV is entitled to dissolve or to postpone the agreement with immediate effect if the client does not satisfy its obligation to make payment, is declared to be insolvent, applies for a suspension of payments or liquidates its company in full or in part, whereby the amount agreed for the assignment becomes immediately due and payable without any further notice of default and/or judicial intervention being required.

## **Article 9            Confidential information**

1. The parties undertake to observe secrecy in respect of confidential information of the other party. Each party will take all reasonable precautionary measures in order to comply with this obligation as well as possible.
2. In accordance with the Personal Data Protection Act (Wbp), details which have been obtained in confidence from employees of the client will only be passed on to others if the person providing the information has been notified in good time of such use and this person has not expressed any objection.

## **Article 10          Intellectual property rights/copyright and rights of use**

1. Copyright and the other rights of intellectual property apply to all materials, interview methods, proposals, advice, models, reports, software and so on published or issued by StudyPortals Analytics and Consulting Team BV.
2. The client is authorised to reproduce documents for use in its own organisation, to the extent appropriate within the object of the assignment, as long as the copyright of StudyPortals Analytics and Consulting Team BV is cited.
3. If and to the extent that it should appear that the client makes improper use of materials and/or interview methods, outside of the agreement, the client shall owe an immediately due and payable penalty to StudyPortals Analytics and Consulting Team BV of EUR 30,000.
4. This penalty is without prejudice to the fact that, in addition, the client remains fully liable vis-à-vis StudyPortals Analytics and Consulting Team BV for all damage and loss already sustained or to be sustained in the future by StudyPortals Analytics and Consulting Team BV as a result.

## **Article 11          Liability**

1. In relation to the liability for the damage that can ensue as a result of imputable failure on the part of StudyPortals Analytics and Consulting Team BV, this is limited to the price already agreed with the client.
2. StudyPortals Analytics and Consulting Team BV can never be made liable for:
  - ❖ consequential damage, resulting damage, lost profits and damage due to interruption of business operations;
  - ❖ damage that arises directly or indirectly from the incorrect interpretation and/or improper use of the knowledge, information, products or other goods or services supplied by StudyPortals Analytics and Consulting Team BV;
  - ❖ damage that arises directly or indirectly from insufficient cooperation on the part of the client;
  - ❖ for the use and the application of systems and models furnished by StudyPortals Analytics and Consulting Team BV such as electronic forms, computer programs, etc.;
  - ❖ all situations and/or cases of damage clearly involving force majeure.



## **Article 12      Disputes**

1. All our agreements are governed by Dutch law.
2. A dispute exists if one of the two parties notifies the other of this in a registered letter.
3. All disputes that arise between StudyPortals Analytics and Consulting Team BV and the client will be brought before the competent court.