



# GENERAL TERMS AND CONDITIONS AUGEO ACADEMY

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## A. GENERAL

The provisions under A are applicable to Digital Training Products and Trainings.

### Article 1. Definitions

#### **Augeo academy**

Augeo academy B.V., having its registered office in Driebergen-Rijsenburg, with the objective of offering Digital Training Products and Trainings about signalling, acting and communicating in case of child abuse, domestic violence, bullying and other social security themes developed for professionals in healthcare, education, wellbeing, youth care, justice and police.

#### **Contracting Party**

Natural person or legal person with whom Augeo academy concluded an Agreement. If the Contracting Party only includes an Agreement for himself / itself then the person of the Contracting Party and the User are identical.

#### **User**

Natural person who uses Digital Training Products in pursuance of an Agreement by and between a Contracting Party and Augeo academy. The User can have multiple roles, including (former) participant, cluster manager and organisational manager.

#### **Agreement:**

Agreement between Augeo academy and the Contracting Party.

#### **Start Date**

The date when the Agreement takes effect.

#### **End Date**

The date when the Agreement comes to an end.

#### **Digital Training Products**

Online courses, assignments, exercises, modules and tests, e-lectures, webinars, online documents, videos and animations, websites and other online applications and forms of information transfer that Augeo academy offers to the Contracting Party and Users by means of the Augeo Learning Management System, LTI, Scorm Cloud or Scorm packages in the form of an Activation Code Product, Membership or Trial Membership.

#### **Activation Code Products**

Digital Training Products where an activation code is provided to the User in connection with access to and use of these products.

#### **Membership**

The use of a specific number of Digital Training Products for a specific number of Users during a specific period of time.

#### **Trial Membership**

Membership for which the Contracting Party is not liable to pay a price for a specific period of time.



### **Website**

A website used by Augeo academy.

### **Augeo Learning Management System**

The closed digital learning environment and management environment of Augeo academy that is made available to the Contracting Party for the monitoring of Users and the preparation of reports.

### **Contracting Party Learning Management System (CLS)**

The Learning Management System that the Contracting Party uses in addition to or instead of the Augeo Learning Management System.

### **Scorm Cloud**

Cloud environment in which the Digital Training Products are made available to the Contracting Party and Users and that can be placed in the CLS from there.

### **Scorm Package**

Specific Digital Training Product for a Contracting Party that can be placed in the CLS during the term of the Agreement.

### **LTI**

Moodle environment in which the Digital Training Products are made available to the Contracting Party and Users and that can be placed in the CLS from there.

### **Management Environment**

The environment within the Augeo Learning Management System where the Contracting Party can monitor Users and can prepare reports.

### **Mobile Devices**

Mobile equipment (laptops, smartphones, tablets etc.) of any type and scope whatsoever.

### **Authentication and Verification**

Method(s) to secure the access for identifiable Users of products and/or services of Augeo academy to a limited user circle determined by the Contracting Party.

### **Offline Sales**

Sales of Digital Training Products and Trainings other than Online Sales.

### **Online Sales**

Sales of Digital Training Products and Trainings by means of the Website.

### **Supporting Materials**

Whole of written documentation or documentation made available via the Website, required for support of Digital Training Products and Trainings.

### **Trainings**

Trainings that are given at a physical location and that can be divided into "Open Registration" and "In-Company".

## **Article 2. Start and end of the Agreement**

1. In case of Online Sales the date of activation of the Membership is qualified as the Start Date. The Start Date and the End Date are mentioned in the Augeo Learning Management System. If nothing is mentioned then the Start Date is the date when the Online Sale took place or was completed.



2. In case of Offline Sales the Start Date and the End Date are mentioned in the Agreement. If nothing is mentioned then the Start Date is the moment that both parties signed the Agreement and the End Date a year after the Start Date.
3. Both parties can rescind the Agreement if they have given the other party written notice of default and have determined a reasonable period of time for remedy of the shortcoming.
4. Both parties can terminate the Agreement by registered post, without judicial intervention and without compensation, with immediate effect if one of the parties:
  - a. files for bankruptcy, is declared bankrupt and/or is being liquidated;
  - b. (provisional) suspension of payment is applied for or granted;
  - c. is placed under guardianship;
  - d. discontinues the present business;
  - e. was criminally convicted of an offence, to the extent that the said conviction is clearly related to the performance of the activities that derive from this Agreement;
  - f. the proposed objective of this Agreement becomes unattainable due to changes in regulations, including official rules.
5. Rescission does not have retroactive effect. The parties must comply with their obligations that are related to the period prior to the rescission.

### **Article 3. Price, payment and delivery period**

1. In case of Online Sales the price and the payment method are mentioned on the Website.
2. In case of Offline Sales the Contracting Party receives an invoice on which the price and payment method and term are mentioned. If a payment term is not mentioned then a term of thirty days applies.
3. Any and all prices are excluding turnover tax (VAT) and other duties that are officially imposed.
4. The Contracting Party is not entitled to set off, suspend or discount the payment of the price.
5. Augeo academy can charge the costs for use of a payment method or means (e.g. a credit card) separately.
6. The price for a Membership depends on the term and the number of Users.
7. Augeo academy registers the number of Users. This registration is always guiding and decisive.
8. The price is fixed during the term of the Agreement. In case of continuation of the Agreement Augeo academy may change the price.
9. If the Contracting Party wants to or is going to increase the number of Users during the Agreement then Augeo academy shall inform the Contracting Party about the increase and the additional price and charge the additional price. During the term of the Agreement it is not possible to reduce the number of Users. In case of renewal of the Agreement it is possible to opt for a lower number of Users.
10. The Contracting Party and Users only have access to the Digital Training Products when Augeo academy has received the payment.

### **Article 4. Intellectual property**

1. Exclusively Augeo academy is the party entitled to the intellectual property rights in respect of everything that is used, was developed or made available pursuant to the Agreement, e.g. Digital Training Products and training materials and documents, PowerPoint presentations, hand-outs and other offline forms of information transfer. Nothing extends to a full or partial transfer of the said rights.
2. The Contracting Party and User only acquire the user rights as determined in the Agreement and are not allowed to reproduce or commercially exploit anything. Copies cannot be made of the Digital Training Products and Supporting Materials.
3. The Contracting Party and User cannot remove or change any indication regarding copyrights, brands, trade names or other intellectual property rights.



4. Augeo academy can take technical measures to protect its rights. The Contracting Party and User cannot undo or circumvent these measures and must, where required, lend cooperation in the same.

#### **Article 5. Liability, guarantees and force majeure**

1. The liability of Augeo academy on account of an imputable failure to comply with the Agreement and an unlawful act is limited to compensation for direct damages up to at most the amount of the price stipulated for that Agreement excluding VAT.
2. Direct damages are exclusively understood as: the reasonable costs that the Contracting Party would need to incur to ensure that the performance of Augeo academy corresponds with the Agreement. These damages are, however, not compensated if the Contracting Party rescinded the Agreement.
3. Barring in case of intent or gross recklessness of Augeo academy, Augeo academy shall not be liable for indirect damages, including consequential damages, reputational damages, lost profit, lost savings, damages of any nature whatsoever, also with regard to the Contracting Party.
4. The liability of Augeo academy on account of an imputable failure to comply with an Agreement only occurs if the Contracting Party forthwith gave Augeo academy proper written notice of default, thus permitting a reasonable time limit to remedy the failure, and Augeo academy also fails to comply with its obligations after the said time limit. The notice of default must contain a description of the failure that is as detailed as possible in order that Augeo academy is able to react adequately.
5. The content of the Website and any and all other statements originating from Augeo academy on the Internet were compiled with the utmost care. Augeo academy does not provide any guarantees with regard to the nature, correctness or content of the said information.
6. Augeo academy does not guarantee that the Digital Training Products delivered by the same via the Internet are free from errors and shall work without interruptions as a result of the use of the Internet or any other (electronic) means of communication in the traffic between the Contracting Party and/or User and Augeo academy.
7. Augeo academy does not guarantee the proper and uninterrupted operation of its system, the used telecommunications infrastructure and the used peripheral equipment or potential consequences in case of a failure in the connection with Internet suppliers, failures in used telecommunications connections, full occupancy of lines, failure of electricity and other failures including, but not limited to, failures as a result of a firewall installed by the Contracting Party or User.
8. The parties are not held to comply with the Agreement in case of force majeure. Force majeure is in any case understood as a, whether or not imputable, shortcoming of suppliers of Augeo academy or third parties that Augeo academy relies on for the implementation of the Agreement. If the force majeure has lasted for more than ninety days then the parties are entitled to rescind the Agreement.

#### **Article 6. Obligations of the Contracting Party**

1. The Contracting Party gives Augeo consent to email the Contracting Party regarding the registration for, the participation in and the completion of the training or about subjects that are related to the training of Augeo academy (e.g. Augeo magazine). The Contracting Party can, if so desired, unsubscribe.
2. The Contracting Party must supply any and all data requested by Augeo academy (including the data of Users) correctly and completely.
3. The Contracting Party is not entitled to exploit (have exploited) the Digital Training Products or Trainings by the Contracting Party, a User or a third party.



4. The Contracting Party indemnifies Augeo academy against any and all claims of third parties as a result of a shortcoming in Digital Training Products and Trainings that the Contracting Party made available to third parties and violation of the Dutch Personal Data Protection Act, safety regulations and/or statutory retention periods through a fault of the Contracting Party or Users.
5. In case of acts or conduct in violation of the Agreement the Contracting Party forfeits an immediately claimable penalty to Augeo academy of € 10,000.00 per violation and € 500.00 for each day that the violation continues, without prejudice to the right of Augeo academy to, apart from the penalty, recover the full damages from the Contracting Party.

#### **Article 7. Miscellaneous**

1. These general terms and conditions are applicable to any and all proposals and Agreements of Augeo academy of any nature or content whatsoever.
2. Deviations from the general terms and conditions are only applicable if they were expressly stipulated in writing.
3. If a provision of the Agreement is invalid or nullified then the other provisions remain in full force and effect. Augeo academy and the Contracting Party shall in that case adjust the Agreement in proper consultation in consideration of the objective and scope of the relevant provision.
4. Only Dutch law is applicable to the Agreement. Disputes are brought to the cognisance of the competent court in Amsterdam.

## **B. DIGITAL TRAINING PRODUCTS**

**The provisions under B are exclusively applicable to Digital Training Products.**

#### **Article 8. Obligations of Augeo academy**

1. Users have access to the Digital Training Products from the Start Date via the CLS or the Augeo Learning Management System.
2. Augeo academy grants the Contracting Party or Users (with the exception of use of Scorm Cloud and LTI) access to its digital training for a stipulated time and price via its own Learning Management System.
3. Augeo academy makes a helpdesk available. On [www.augeo.nl](http://www.augeo.nl) it is stated how and when the helpdesk can be reached.
4. Augeo academy has a management environment available for the Contracting Parties who concluded a Membership with which the Contracting Party can monitor the progress of Users and can prepare reports.
5. Digital Training Products are standard products that Augeo academy makes available to all Contracting Parties in respect of which changes or adjustments can therefore not be implemented for the benefit of a specific Contracting Party.
6. Augeo academy processes personal data in consideration of the statutory provisions and the privacy statement and does in this respect observe the required security measures.

#### **Article 9. Obligations of the Contracting Party and Users**

1. The use of Digital Training Products and the data that Augeo academy supplies to the Contracting Party and User are exclusively and strictly personal. The Contracting Party and Users must always keep these data secret and can therefore not make these available to third parties or have these used by third parties.



2. The Contracting Party and Users can only use the Digital Training Products, whether or not via the Internet, in accordance with the Agreement. Augeo academy can suspend or terminate the use in case of use in violation of the Agreement.
3. The Contracting Party and Users shall not do or omit anything of which they (should within reason) know that it can hinder the use of the Digital Training Products, for instance:
  - a. using, penetrating, changing, distributing the Digital Training Products or computer (systems) of Augeo academy in an unauthorised manner;
  - b. copying (parts of) the Digital Training Products;
  - c. using Digital Training Products for spam, distribution of material with a pornographic, discriminatory, punishable content or scope.
4. If the Contracting Party or User does not comply with these conditions or any other obligation deriving from the Agreement then Augeo academy can revoke the user rights, deny the access to the systems including databases or take similar measures during the time that the Contracting Party or the Users fail to comply with their obligations.

### **Article 10 Special provisions Scorm cloud**

This article is exclusively applicable if there is question of Scorm cloud or LTI.

1. The Contracting Party is responsible for the use of the Digital Training Products by itself and the Users in conformity with the Agreement, for the control and security procedures and for adequate system management.
2. The Contracting Party provides Augeo academy the information about its CLS and/or ICT system that is relevant to the implementation of the Agreement and in connection with which the Contracting Party shall, where required, implement limited adjustments in its CLS and/or ICT system.
3. Prior to the availability of the Digital Training Products to the Contracting Party in the Contracting Party Learning Management System Augeo academy analyses and tests the availability exclusively on and for the desktop environment of the Contracting Party (and therefore not on and for Mobile Devices).
4. The Contracting Party must inform Augeo academy of changes and adjustments of the CLS that are relevant to the implementation of the Agreement. If the changes imply that the availability is fully or partly limited then the costs to remedy the said availability shall be at the expense of the Contracting Party.
5. At the end of the Agreement the Contracting Party shall remove any and all Digital Training Products from the CLS.
6. The Contracting Party can only make the Digital Training Products available to Users from one digital location.

### **Article 11. Accreditation**

1. Augeo academy provides for the application for accreditation points for Users of the Augeo Learning Management System, however exclusively for courses in respect of which accreditation was granted with the quality registers. Users must finalise the course and complete the test.
2. In instances other than determined above the Contracting Party must personally provide for the application for or the granting of accreditation points to Users.
3. It is indicated on the Website what courses qualify for accreditation.
4. If the Agreement is related to a LTI, Scorm Package and/or Scorm Cloud then the Contracting Party shall expressly refer the Users to the possibility of registering on the Website in connection with the despatch of other free learning products.

### **Article 12. Termination**

1. In case of Online Sales of a Membership the Contracting Party can exclusively cancel the same up to one month after the Start Date if not a single User has used the Membership yet.
2. In case of Online Sales of a Specific Product the Contracting Party can exclusively cancel the said sale up to one month after the Start Date if and to the extent that the activation code(s) has (have) not been activated yet in the Augeo Learning Management System.
3. The Contracting Party can terminate in writing and by telephone.
4. After the End Date the Contracting Party can no longer add new Users or give Users access to Digital Learning Products. Users from a Membership can no longer use the Digital Training Products assigned by the Contracting Party after the End Date.
5. An Activation Code can be used up to one year after issue in order to gain access to a Digital Training Product. After use of the Activation Code Users have access to the relevant Digital Training Product during a period of one year.
6. After the End Date users still have access to the Augeo Learning Management System but the Digital Training Product shall no longer be available.

## **C. TRAININGS**

**The provisions under C are exclusively applicable to Trainings.**

### **Article 13 General**

1. A Training is given at a physical location that is suitable for the nature and content of the Training and the number of participants and that disposes of relevant facilities (e.g. coffee and tea, tools, beamers, etc.).
2. Augeo academy provides for a trainer who is qualified for the Training and can replace the said trainer. Augeo can impose rules on the participation in the Training and deny participants who act in violation of the said rules the access to the Training.
3. If the Contracting Party does not pay in a timely fashion then Augeo can either cancel the Training or increase the price by ten per cent.
4. In case of Open Registration Augeo academy provides for the location and facilities and the relevant costs are included in the price, unless stipulated otherwise per training.
5. Augeo exclusively provides for meals, dinners and overnight stays if and to the extent that this has been stipulated.
6. Augeo can always, within reason, implement changes in terms of the content of the Training, trainers, times and location of the Training. Augeo may in case of insufficient participants decide not to have a Training take place. Augeo shall inform the Contracting Party accordingly as soon as possible.
7. A participant can, if unable to attend, have a different person participate in his place. The participant must inform Augeo accordingly in a timely fashion and at the latest on the day prior to the Training.
8. In case of In-Company the Contracting Party provides for a suitable location and facilities and the relevant costs are at the expense of the same. The Contracting Party can request Augeo to make changes in the Training in terms of content, learning objectives, location and the number of participants. Augeo can charge costs for this in addition to the initially stipulated price (additional costs). If Augeo does not comply with the request of the Contracting Party then the Contracting Party must indicate whether the Contracting Party wants the Training to yet take place in the unchanged form or that the Contracting Party does want to cancel the Training.

### **Article 14. Cancellations**

1. The Contracting Party can only cancel a Training in writing (by email).



2. The Contracting Party can cancel free of charge up to four weeks prior to the first training day. In case of cancellation up to two weeks prior to the first training day the Contracting Party is held to pay half of the stipulated price and Augeo shall repay the amount paid in excess. In case of cancellation from two weeks prior to the first training day the Contracting Party is liable to pay the full price.
3. If there is question of additional costs (in case of In-Company) then the Contracting Party is also liable to pay the said additional costs in case of cancellation.

# General Processor Conditions- Augeo academy B.V.

## Standard Processor Conditions of Augeo academy B.V.

1. The private company with limited liability Augeo academy B.V. with its registered office in Driebergen-Rijsenburg and office at Driebergen-Rijssenburg (3971 KD) at Hoofdstraat 65, registered in the trade register under number: 32122524, legally represented here by Mrs. L. Boone in the position of director, hereinafter referred to as "Processor";

And

2. The customer (as defined in the general terms and conditions and as described in the notification, quotation, order confirmation or similar agreement) being the (legal) person or organization that has provided digital or written instructions to Processor for the delivery of an e- learning environment, services or other matters, hereinafter referred to as the "Controller";

Jointly referred to as the "Party(ies)";

Considering that:

- The Controller wishes to have certain forms of processing done by the Processor, where the Controller indicates the purpose and the means;
- The Processor is willing to do so and is also prepared to comply with obligations regarding security and other aspects of the General Data Protection Regulation and related regulations and codes of conduct;
- Parties have concluded one or more agreements ("Agreement (s)") in which the processing of personal data is part of the service;



- Parties, in regard to the requirements of Article 28, third paragraph of the GDPR, wish to record their rights and obligations in these Processor Conditions;

- Where terms are used in these Processor Conditions that correspond with definitions from Article 4 of the GDPR, these terms shall be assigned the meaning of the definitions from the GDPR.

The Controller and Processor come to agree:

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## **Article 1 Definitions**

Appendices: Attachments to these Processor Conditions that are part of these Processor Conditions.

Supervisor: The Dutch Data Protection Authority (AP) is the independent administrative body that has been appointed by law as a supervisory authority in the Netherlands for the supervision of the processing of personal data.

Controller: A natural or legal person, a government agency, a service or another body that, alone or jointly with other parties, determines the goal of and the means for the processing of personal data.

Processor: A natural or legal person, a government agency, a service or another body that processes personal data on behalf of the Controller. The person who processes personal data on behalf of the Controller, on order of the Processor, is a Sub Processor.

## **Article 2 Effective date and duration**

2.1 These Processor Conditions start at the moment of entering into the Agreement and continue for as long as the Processor acts as a Processor of personal data in the context of the personal data made available by the Controller for processing on the platform of the Processor.

## **Article 3 Subject of these Processor Conditions**



3.1 Processor processes the personal data made available by or through the Controller solely on the instructions of the Controller in the context of the implementation of the main agreement (the membership). The activities to be performed by Processor to which these Processor Conditions relate are described in more detail in Appendix 2. The Processor will not process the personal data for any other purpose, except for deviating legal obligations.

3.2 In the context of these activities, the Processor undertakes to carefully process the personal data made available by or via the Controller.

## **Article 4 Obligations of the Processor and the Controller**

4.1 The Processor processes data for the benefit of the Controller, in accordance with the main agreement.

4.2 The Controller guarantees that the processing of personal data is lawful. If the Processor is of the opinion that the Controller acts in conflict with the GDPR, the Controller will inform the Controller accordingly.

4.3 The Processor has no control over the personal data made available. For example, he does not take decisions about receipt and use of the data, the provision to third parties and the duration of the storage of data. The control over the personal data provided under these Processor Conditions shall never be vested in the Processor.

4.4 When processing personal data in the context of the activities referred to in article 3, the Processor will act in accordance with the applicable laws and regulations concerning the processing of personal data.

4.5 The Processor shall enable the Controller at all times to meet the statutory deadlines for the obligations under the GDPR, in particular the rights of data subjects, such as, but not limited to, a request for access, correction, addition, deletion or protection of personal data and performing an honored noted resistance. The reasonable costs associated with this shall be borne by the Controller.

4.6 At the request of the Controller, the Processor cooperates at any time with a data protection impact assessment ((D) PIA). The reasonable costs associated with this shall be borne by the Controller.

## **Article 5 Confidentiality**

5.1 Individuals employed by, or employed on behalf of, the Processor, as well as the Processor self, are obligated to confidentiality in regard to the personal data which they can become aware of, with



the exception of that which they are obliged to disclose pursuant to a regulation issued by or on behalf of the law. The employees of Processor are subject to confidentiality.

5.2 If the Processor is required to provide information to a third party on the basis of a legal obligation, the Processor will verify the basis of the request and the identity of the applicant and the Processor will immediately inform the Controller beforehand, prior to providing the information, unless legal provisions prohibit this.

## **Article 6 Reporting obligation for data breaches and security incidents**

6.1 The Processor will inform the Controller as soon as possible - against the period that applies to any notification duty of the Controller - of all relevant security breaches, without prejudice to the obligation to undo or limit the consequences of such breaches and incidents as quickly as possible. In doing so, the Processor provides, if possible, the information to the Controller as described in Appendix 3.

6.2 The Processor is not obliged to make a report to the Supervisor. This responsibility rests with the Controller.

6.3 The Processor will provide all necessary cooperation to provide additional information to the Supervisor and / or involved party (ies) as necessary, in the shortest possible term. At the same time, the Processor provides the information, as described in Appendix 3, to the Controller in any case.

6.4 The Processor keeps an overview of all (suspicion of) breaches of security, as well as the measures that have been taken in connection with such breaches.

## **Article 7 Security measures and control**

7.1 The Processor shall take all appropriate technical and organizational measures to protect the personal data processed in the service of the Controller and to keep it protected against loss or against any form of unlawful processing. The method of security is described in more detail in Appendix 1.

7.2 The Controller is entitled to (have) verify the processing of personal data by independent experts working under confidentiality, but at most once a year.

7.3 The costs of the inspection are borne by the party that incurs the costs.

## Article 8 Engaging third parties

8.1 The Processor is entitled to outsource the execution of the work entirely or partly to third parties only after informing the Controller in advance, or to the extent agreed in these Processor Conditions.

8.2 The Processor guarantees that these third parties will assume sufficient obligations in writing if agreed between the Controller and the Processor and the Controller will, at his request, provide access to the agreements with these third parties in which these obligations are included.

8.3 The Processor may only process the personal data within the European Economic Area (EEA). Transfers to other countries outside the EEA are only allowed for the Sub Processors indicated in Appendix 4.

8.4 The Processor shall keep an up-to-date register of the third parties and sub-contractors it has engaged, including the identity, location and description of the activities of the third parties or sub-contractors, as well as any additional conditions set by the Controller. This register will be added to these Processor Conditions as Appendix 4 and will be kept up to date by the Processor.

## Article 9 Change and termination of the Processor Conditions

9.1 The Processor is entitled to make changes to the Processor Conditions. The Controller then has thirty days to indicate that he does not agree. Without any message to the contrary from the Controller, the changes have been accepted by the Controller.

9.2 As soon as the collaboration is terminated, the Processor will delete the details of the Controller after 2 years, unless the Controller objects to this. Exceptions to this are those employees of Controller who have an administrative role at the Processor. A storage period of 5 years applies to them.

9.3 The Processor shall at all times guarantee the right to transfer data in accordance with Article 20 of the GDPR described in the previous paragraph, in such a way that there is no loss of (parts of) the data.

9.4 The Processor will inform the Controller in a timely manner about changes to these Processor Conditions, if a change in regulations or a change in the interpretation of regulations gives rise to this.

9.5 If a Party falls short in the fulfilment of an agreed obligation, the other Party may give notice of default to the negligent party, where the negligent Party is as yet provided a reasonable period for the completion of the agreed obligation. The negligent party is in default, if he still fails to comply. Notice of default is not necessary if a deadline applies to the fulfilment or if it must be inferred from a notice or the attitude of the other party that it will fall short in the fulfilment of the obligation.



9.6 The Controller is entitled, without prejudice to the provisions in the Processor Conditions and the related main agreement, and without prejudice to other provisions of the law, to suspend the execution of these Processor Conditions by means of a registered letter, or without judicial intervention with immediate effect, to terminate the agreement in whole or in part, after the Controller has established that:

- a) The Processor applies for a (provisional) suspension of payment; or
- b) The processor applies for bankruptcy or is declared bankrupt; or
- c) The company of the Processor is dissolved; or
- d) The Processor ceases his company; or
- e) There is a significant change in the control over the activities of the company of Processor which means that it cannot be reasonably expected of the Controller to uphold the Processor Conditions; or
- f) A substantial part of the assets of the Processor are seized (other than by the Controller); or
- g) The Processor fails in the performance of the obligations arising from these Processor Conditions and that attributable failure is not rectified within 30 days after a written notice of default or one of the other situations referred to in Article 9.5 occurs.

9.7 If the Agreement (s) is terminated prematurely, article 9, paragraphs 2 and 3 shall apply mutatis mutandis.

## Article 10 Liability

10.1 The Processor is liable on the basis of the provisions of article 82 of the GDPR, for direct damage resulting from non-fulfillment of Processor Conditions, including when the processing of the obligations of the GDPR specifically addressed to the Processor is not complied with, or if actions have taken place outside the legitimate instructions from the Controller.

10.2 Processor is only liable for direct damage in so far as this has arisen due to the activity of Processor. Any liability of Augeo academy is per event, whereby a coherent series of events counts as one event, limited to the amount equal to the price for the Order which is invoiced in the 12 month period immediately prior to the damage-causing incident.

10.3 Liability for trading loss, including damage due to lost profits or unrealized savings, reputational damage or other indirect or consequential damages is excluded. Also excluded is the liability of Augeo academy related to mutilation, destruction or loss of data or documents, for example in case of a security incident and / or data breach, or the prevention or limitation thereof.

10.4 The aforementioned limitations of liability lapse in the case of intent or gross negligence of Augeo academy and / or of its managerial subordinates belonging to the board and / or management.

10.5 If the Processor fails to comply with the obligation laid down in Article 6 paragraph 1 of these Processor Conditions or fails to do so on a timely basis and the Supervisor therefore imposes an administrative fine on the Controller, the Processor will be liable and the Controller will impose a contractual penalty of the same amount on the Processor. This fine is not subject to settlement and suspension and does not affect the rights of the Controller to performance and compensation.

10.6 If the Processor is imposed a penalty by the Supervisor or must compensate damages to an involved party as a result of acts or omissions of the Controller, the Controller will indemnify the Processor and, on first request, indemnify this penalty or damage, including the (legal) costs.

## Article 11 Applicable law

11.1 Dutch law is exclusively applicable to these Processor Conditions and to all disputes that arise from or are related thereto.

11.2 All disputes that arise as a result of this Processor Agreement will be settled in the same manner as included in the Agreement of which the General Terms and Conditions of Augeo academy BV form part.



## **Appendix 1: Description of security measures**

In order to elaborate Article 7, paragraph 1

## **Appendix 2: Description of Processor activities**

In order to elaborate Article 3, paragraph 1

## **Appendix 3: Information to assess incidents**

In order to elaborate Articles 6, paragraph 1 and 5

## **Appendix 4: Sub Processor register**

In order to elaborate Article 8, paragraph 5

# Appendix 1: Description of security measures

This document explains the security measures of Augeo academy. Emphasis is mainly on the measures aimed at the continuity, integrity and availability of the Augeo academy platform.

Since personal data are processed at Augeo academy, these measures are of great importance to create the right degree of security as required by the GDPR to data processors (GDPR Article 28).

## Organizational measures

### ISO 27001 Certification

Augeo academy's main sub-processor is ISO 27001 certified. The entire organization works very actively on achieving optimal information security. The hosting partner is also ISO 27001 certified.

### Netherlands

Both Augeo academy as well as a large part of the Sub Processors are offered physically from the Netherlands and fully comply with EU data protection legislation. Where this is not the case, this is stated in Appendix 4 and it is always stipulated in an agreement that the Sub Processor takes appropriate security measures.

### Reports

Augeo academy communicates information regarding the measures concerning information security through news messages in the application, and through e-mail messages specifically to the administrators.

### Partners

Augeo academy uses a select group of Sub Processors who attach equal importance to availability, integrity and confidentiality as Augeo academy. Agreements are legally binding and laid down in Processor agreements and service level agreements.

### Responsibilities

All Augeo academy employees have a confidentiality obligation.

Periodically all employees are informed about the responsibilities with regard to information security.

### Development

Security aspects (availability, integrity and confidentiality) are integral parts of the development of design, development and testing, among others. Changes are implemented in a verified manner in the various environments.

# Technical partners

Augeo outsources its ICT infrastructure to Sub Processors. These are included in Appendix 4. Wherever possible, these Sub Processors are ISO 27001 certified.

If there is no ISO27001 certification, the following security measures are taken into account:

- We work with documented internal procedures (*SOPs* or Standard Operating Procedures) for the standard services and actions we perform, including the exchange of sensitive data (passwords, etc.).
- We work according to the recommended protections for Moodle (as can be found in the [Moodle documentation](#)).
- General guidelines are followed with regard to safety in accordance with our general conditions (as stated in the "Dutch ICT" conditions)

# Appendix 2: Description of Processor activities

For the definition of the terms used, reference is made to the Processor Conditions of Augeo academy.

## 1. Processing

### 1.1. Processing user data

Purpose	User administration, course administration and access to the learning and management environment by employees of the Controller
Legal basis	Execution of the agreement
Involved parties	Employees of the Controller
Duration	Duration of the agreement

## Appendix 3: Information to assess incidents

For the definition of the terms used, reference is made to the Processor Conditions of Augeo academy.

### Reporting obligation for data breaches and security incidents

The Processor will provide all information that the Processing Controller deems necessary to be able to assess the incident. In doing so, the Processor in any case provides the following information to the Processing Controller:

- What the (alleged) cause is of the breach;
- What is the (insofar as known and/or to be expected) consequence;
- What is the (proposed) solution;
- Contact information for follow-up reporting;
- Number of persons whose data are involved in the breach (if no exact number is known: the minimum and maximum number of persons whose data are involved in the breach);
- A description of the group of persons whose data are involved in the breach;
- The type or types of personal data involved in the breach;
- The date on which the breach took place (if no exact date is known: the period in which the breach occurred);
- The date and time at which the breach became known to the Processor or to a third party or Subcontractor engaged by him;
- Whether the data were encrypted, hashed or made unintelligible or inaccessible in some other manner to unauthorized persons;
- What the measures already taken are to end the breach and to limit the consequences of the breach.

## Appendix 4: Sub Processor register

For the definition of the terms used, reference is made to the Processor Conditions of Augeo academy.

The Processor uses the Sub Processors mentioned in this Appendix for the execution of the agreement. The processor will update this Appendix in accordance with Article 8 of these Processor Conditions if there are changes to the utilized Sub Processors and makes this list available immediately to the Controller.

Name	ISO certified	Storage data outside the EEA	Data processing for
<b>theFactor.e</b>	ISO27001	No	Support Augeo platform, Technical helpdesk support
<b>Site4U</b>	ISO27001	No	Hosting Augeo platform
<b>Solin</b>	No	No	Hosting Moodle platform, Technical support Moodle platform
<b>Scorm Cloud</b>	ISO27001	Yes, Privacy shield certified and GDPR compliant	Scorm package issue for clients who work outside the Augeo learning environment
<b>Mailchimp</b>	No	Yes, Processor Agreement between Augeo academy and Mailchimp is concluded	E-mail program for sending learning messages, relevant information and Augeo magazine
<b>Surveymonkey</b>	ISO27001	Yes, Processor Agreement between Augeo academy and Surveymonkey is concluded	Survey program for sending evaluation, emails are sent from the Netherlands.
<b>CTS-IT</b>	ISO27001	No	CTS-IT provides the workplace ICT for Augeo foundation and for Augeo academy.