

Stichting Hogeschool Utrecht
Padualaan 99
3584 CH Utrecht

30 September 2022

Membership Agreement, Stichting Hogeschool Utrecht and Workplace Pride Foundation

The following parties:

1. **Stichting Hogeschool Utrecht**, located at Padualaan 99, 3584 CH Utrecht, hereafter "HU" or the "Member";
2. **Workplace Pride Foundation**, located at Herengracht 575-577, 1017 CD Amsterdam and represented by the Workplace Pride Board, hereafter the "Foundation" or "Workplace Pride".

HU and Workplace Pride may be referred to individually as a Party and collectively as the Parties. The Parties agree to the following:

A. General Provisions:

Article 1: Mission and objectives: HU supports the mission and objectives of Workplace Pride as defined on the Foundation website, by becoming a member in the category "Foundation Member".

Article 2: Applicability: The conditions in this agreement (the "Membership Agreement") are applicable for all agreements concluded between Workplace Pride and the Member, including all products and services offered by Workplace Pride, unless otherwise agreed between the parties in writing.

Article 3: Terms and definitions: The following terms and definitions apply for this Membership Agreement:

1. Benefits of membership: As a Member which delivers financial support to Workplace Pride under this Membership Agreement for the purposes of furthering its objectives, HU will, pursuant to the terms contained herein, receive access to those products and services exclusively available to Members.
2. Foundation Board (the "Board"): The entire Workplace Pride Board of Directors as registered with the Netherlands Chamber of Commerce.

3. Program Managers: Representatives of the Members which, along with the Workplace Pride Staff, are tasked with the fulfilment of Workplace Pride's activities under the final responsibility of the Foundation Board.
4. Annual Member's Meeting: The meeting hosted by Workplace Pride to which every Member is invited and at which policy decisions will be presented.

B. Membership:

Article 4: Application and acceptance: Only legal persons may apply as Members to the Workplace Pride. Membership starts after this Membership Agreement is signed by the Parties.

Article 5: Contribution / Membership Fees: The Member is obliged to pay a minimum annual financial contribution/fee based upon the calendar year and the type of Membership. Members of Workplace Pride are required to pay their annual membership fee in advance. Workplace Pride will send an invoice to this effect. The minimal annual contribution will be determined by the Board for the upcoming calendar year and communicated to Members. The 2022 contribution for the Foundation Member level is € 5,000.- and will be invoiced to HU upon signing this Membership Agreement.

Article 6: Payment: Membership requires payment of a membership fee. If the payment is not received from HU within 30 days of receipt of an invoice from Workplace Pride, or is insufficient, up to 3 reminders will be sent. Failure on the part of HU to pay the membership fee after the third reminder has been received can result in unilateral discontinuation of the Membership and all the legal rights associated with it by Workplace Pride.

Article 7: Governance structure: Full legal and financial responsibility for the Foundation rests with the Board therefore final decision-making power is at their discretion. However, every attempt is made to involve members in strategic decisions and to reach consensus when possible. Members can, and are encouraged to provide volunteers for the foundation's programs. Members are expected to make active contributions to the development of Workplace Pride. It is recommended that Members send at least 2 representatives to the Workplace Pride Annual Member's Meeting.

Article 8: Use of Member's logo: Subject to prior written consent via email, the Member allows Workplace Pride use of its logo on the Workplace Pride website and communications. Workplace Pride commits to using the Member's logo only in its communications in which the logos of other Workplace Pride members are also included. There will be no transfer of any right, interest, or ownership of the Member's logo to Workplace Pride.

For large scale or high-profile communication events, Workplace Pride will confer with the representatives of the Members regarding the use of their logos. Entirely at its own discretion, the Member has the right to deny Workplace Pride the use of its logo and request that the use of its logo be removed from existing displays.

Article 9: Workplace Pride Website: The Member has the right to display their logo on the Workplace Pride website based upon their membership level.

Article 10: Conference and other Workplace Pride services: Members have the right to:

- I. Access for at least 2 representatives per Member to the events that are organised by Workplace Pride Members such as the 'Connecting Members' events.
- II. All of Workplace Pride's published and non-published material is freely available to Members with the qualification of copyright as outlined in article 18.
- III. Entry tickets to Workplace Pride conferences and activities. The number of entry tickets will be pre-determined by the Board.
- IV. Reduced prices for other products and services offered by Workplace Pride.

Article 11: Change in Member's contact information: Members can give changes to addresses or other changes to Membership information, directly to Workplace Pride in writing (e-mail or by post).

Article 12: Termination of Membership: Membership will be automatically extended on an annual basis. Membership to Workplace Pride ends upon:

- I. Written request for termination by the Member pursuant to Article 13.
- II. Termination by the Board pursuant to Article 14.

Article 13: Termination by the Member: Members can terminate Membership by sending a notification of termination in writing to the Board (e-mail or by post). The Membership termination notice must be received by December 1st of the current year to be valid for the following year. Terminations received after this date will only go into effect for the annual Membership renewal of the following year with full Membership contribution being due for that year.

Article 14: Termination by the Board: The Board can terminate the Membership if the Member does not fulfil its obligations towards Workplace Pride under this Membership Agreement, or if Workplace Pride is not able to continue to fulfil its obligations to the Member. Termination of Membership by the Board can take place if the behaviour of the

Member has negative consequences for Workplace Pride if (i) HU has made reasonable attempts to remedy such negative consequences following dialogue between the Parties and (ii) following this dialogue, HU has failed, in the reasonable discretion of the Board, to remedy such negative consequences. Termination of Membership as outlined above will take place by certified letter and will include reasons for termination.

C. Closing Provisions:

Article 15: Responsibilities: The Foundation commits to use or reserve those means at its disposal exclusively for its objectives. Upon written request, Workplace Pride will make available an annual report to its Members which includes an overview of the Foundation's fiscal situation for the preceding year.

Article 16: Complaints: Workplace Pride strives to solve any complaints regarding its services to Members through mutual agreement.

Article 17: Liability: Workplace Pride has liability insurance. Potential liability is limited to a maximum of the insured amount per damage claim as outlined in the liability insurance.

Article 18: Copyright: Workplace Pride claims copyright on all material, both written and digital which it produces. For the avoidance of doubt, this does not include the HU logo. Partial or complete distribution of copyrighted material is only possible upon written approval from Workplace Pride.

Article 19: Confidentiality: Parties will keep information with a confidential nature confidential.

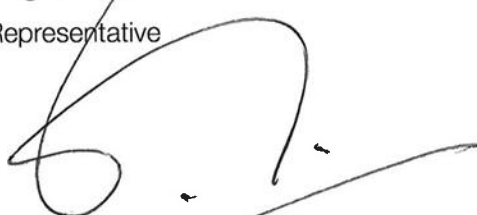
Article 20: Ethics: Parties will refrain from acts which are in non-compliance with general ethical standards.

Article 21: Applicable law and jurisdiction: This agreement is governed by the law of the Netherlands. Any dispute between the Parties shall in the first instance be referred to the competent court in Amsterdam, the Netherlands.

Article 22: Validity: This agreement must be signed by the Parties' authorised signatories.

Hogeschool Utrecht

Representative

**Dick van Loo**
a.i. Directeur HR29 September 2022 / Utrecht**Workplace Pride Foundation**

Representatives

**David Pollard**
Exec. Director**Aad Buis**
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