

# Terms & Conditions

## for the procurement of Services

of **Intravacc B.V.**, having its registered address at Antonie van Leeuwenhoeklaan 9, 3721 MA Bilthoven, trade register number: 73887757.

### I GENERAL

#### Article 1 Definitions

The following terms are written with initial capitals in these General Terms & Conditions Services and are defined as follows:

- 1.1 Professional Errors: shortcomings such as mistakes, acts of carelessness, negligence, omissions and erroneous advice, which a competent and conscientious contractor would, in the given circumstances and assuming a normal degree of attention, competence and professionalism, not commit;
- 1.2 Schedule: a document attached to the Contract which, when initiated by both Parties, forms an integral part of the Contract;
- 1.3 Services: the work the Contractor is to perform for the Contracting Authority under the terms of the Contract;
- 1.4 Contracting Authority: the Institute of Translational Vaccinology (Intravacc), established and having its office in Bilthoven. The Institute of Translational Vaccinology is part of the Ministry of Health, Welfare and Sport;
- 1.5 Contractor: the counterparty of the Contracting Authority;
- 1.6 Contract: the written agreement between the Contracting Authority and the Contractor, which includes the Purchase Order sent out by Contracting Authority to which the Terms and Conditions are declared to apply;
- 1.7 Party: the Contracting Authority or Contractor, depending on the context;
- 1.8 Contracting Authority's Staff: the staff made available by the Contracting Authority under the Contract;
- 1.9 Contractor's Staff: the members of staff or assistants used by the Contractor for the purpose of performing the Contract for whom the Contractor is responsible under the terms of the Contract;
- 1.10 Terms and Conditions: these general terms and conditions, which apply to and form an integral part of the Contract.
- 1.11 Working Day: calendar day, except weekends and generally recognized public holidays within the meaning of section 3, subsection 1 of the General Extension of Time Limits Act.

#### Article 2 Application

- 2.1 Amendments or additions to the Contract or derogations from the Terms and Conditions (or parts of them) are binding only if they have been explicitly agreed in writing by the Parties.

### II PERFORMANCE OF THE CONTRACT

#### Article 3 Guarantees given by the Contractor

- 3.1 The Contractor guarantees that the Services to be provided by it or on its behalf meet the requirements laid down in the Contract.
- 3.2 The Contractor guarantees that the Services to be provided by it or on its behalf will be performed in a professional manner.

#### Article 4 Assessment and acceptance

- 4.1 The Contracting Authority will assess the results of the Services within 30 days of the date of their delivery. If it decides that the results are satisfactory, it will notify the Contractor that they have been accepted.

- 4.2 If the Contracting Authority decides that the results of the Services are unsatisfactory, it will notify the Contractor that they have not been accepted.
- 4.3 The Contracting Authority may have the results of the Services assessed by third parties.
- 4.4 If the Contracting Authority has not notified the Contractor within 30 days of the date of delivery of the Services, it will be deemed to have accepted the results. The Contracting Authority is not obliged to make any payment to the Contractor until the results have been accepted.
- 4.5

#### Article 5 Place and time of performance

The Services will be performed at the time and place stated in the Contract.

#### Article 6 Replacement of staff responsible for performing the Services

- 6.1 Only in exceptional circumstances may the Contractor replace staff who are responsible for performing the Services.
- 6.2 Without the prior consent of the Contracting Authority, the Contractor may not replace either temporarily or permanently the staff who are responsible for performing the Services. The Contracting Authority will not withhold its consent without good reason and may attach conditions to its consent. The fees charged for the staff originally deployed may not be raised if they are replaced.
- 6.3 If the Contracting Authority wishes to replace staff who are responsible for performing the Services, because it feels that this is either necessary or desirable for the proper performance of the Contract, the Contractor will comply with the Contracting Authority's request. The fee charged will not be any higher than that laid down in the Contract for the staff replaced.
- 6.4 If staff responsible for performing the Contract are replaced, the expertise, qualifications and experience of the replacement staff deployed by the Contractor must be at least equal to those of the original staff or must meet the criteria agreed by the Parties in this regard.

#### Article 7 Use of Contracting Authority's property

In performing the Services, the Contractor may make use of property belonging to the Contracting Authority, which the Contracting Authority has lent to the Contractor for this purpose. Conditions may be attached to the loan of property.

#### Article 8 Subcontracting

- 8.1 In performing the Contract, the Contractor may make use of third-party services only after it has obtained the Contracting Authority's consent. The Contracting Authority will not withhold its consent without good reason. It may attach conditions to its consent.
- 8.2 The fact that the Contracting Authority has given its consent does not affect the Contractor's own responsibility and liability for discharging the obligations imposed on it under the Contract, and for discharging the obligations imposed on it as an employer under tax and social insurance law.

### III RELATIONSHIP BETWEEN PARTIES AND SUPERVISION

#### Article 9 Progress reports

The Contractor will report to the Contracting Authority on the progress of the work as often as and in a manner as



the Contract prescribes, or as the Contracting Authority deems fit.

#### Article 10 Contacts

- 10.1 Each Party will designate a contact who will be responsible for maintaining contacts in relation to the performance of the Contract. The Parties will notify each other of the person they have appointed as their contact.
- 10.2 The contacts may represent and bind the Parties only as regards the performance of the Contract. They may not amend the Contract.

#### Article 11 Supervisory/steering committee

The Contract may provide for the formation of a supervisory or steering committee whose duties, powers and composition may be laid down in the Contract.

#### Article 12 Method of notification

- 12.1 Notifications given by one Party to the other, including undertakings and further agreements, that are relevant to the performance of the contract, are binding on the Parties only if they are given or confirmed in writing by an authorized person.
- 12.2 'In writing' is understood to include 'electronically', provided:
- the notification can be consulted by the addressee;
  - the authenticity of the notification is sufficiently guaranteed; and
  - the identity of the sender can be determined with sufficient certainty.

#### Article 13 Confidentiality

- 13.1 The Contractor will not divulge in any way any information that comes to its knowledge in performing the Contract and which it knows or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling.
- 13.2 The Contractor will impose the same duty of confidentiality on its Staff and guarantees that they will fulfil it.
- 13.3 The Contractor will not divulge to third parties in any way the results of the Services performed or provide any information on the results to third parties without the Contracting Authority's express consent. The Contracting Authority may attach conditions to such consent.
- 13.4 The Contractor must hand over to the Contracting Authority, within 10 Working Days of the completion of the work, all information (i.e. written documents, computer files, etc.) which the Contractor has in its possession for the purpose of performing the Contract.
- 13.5 If the Contractor breaches its duty of confidentiality, the Contracting Authority may impose a penalty of EUR 50.000,- for each breach. Payment of a penalty that is payable immediately does not discharge the Contractor from its liability for indemnifying any loss caused by the breach.

#### Article 14 Processing of personal data

- 14.1 In so far as the Contractor processes personal data on behalf of the Contracting Authority for the performance of the Contract, the Contractor will be regarded as a processor within the meaning of the Personal Data Protection Act (WBP) and the Contract as a contract within the meaning of the section 14, subsection 2 of the Personal Data Protection Act. The Contractor may not at any time use the personal data provided to it, or have them used, in whole or in part, in any way other than for the performance of the Contract, except where statutory obligations provide otherwise.
- 14.2 In the case referred to in article 14.1, the Contractor will take appropriate technical and organizational security measures to protect the personal data from loss or any form of unlawful processing. Such measures will guarantee, with due regard for the state of the technology and the cost of its implementation, an appropriate level of security given the risks arising from

the processing and the nature of the data to be protected. The measures will be designed in part to prevent unnecessary collection and further processing of personal data. The Contractor will lay the measures down in writing.

- 14.3 The Contractor will process personal data, as defined in section 1 of the Personal Data Protection Act, in a proper and careful manner and in accordance with the applicable legislation and any code of conduct applied by the Contracting Authority. The above applies in full to cross-border transmission and/or distribution and/or provision of personal data to non-EU countries.
- 14.4 The Contractor will cooperate in full with the Contracting Authority to ensure that data subjects within the meaning of section 1(f) of the Personal Data Protection Act: (i) have access to their personal data, (ii) can have personal data removed or corrected, and/or (iii) can see that personal data have been removed or corrected if they were incorrect, or, if the Contracting Authority disagrees with a data subject, to record that the data subject considers their personal data to be incorrect.
- 14.5 On the basis of section 34a of the Personal Data Protection Act, Contractor will immediately and adequately inform the Contracting Authority of all relevant incidents of which Contractor is aware, in order to – if such is obligated on the basis of section 34a of the Personal Data Protection Act – make it possible for the Contracting Authority to notify the relevant authority or the person(s) involved of such incident. Contractor will take appropriate measures to minimize the consequences of the incidence and to avoid recurrence of the incident and will inform Contractor on such measurements

#### Article 15 Security and vaccination policy

- 15.1 The Contractor's Staff involved in the performance of the work, in so far as the work is performed on the Contracting Authority's premises, must comply with the Contracting Authority's security procedures and other rules. The Contracting Authority will inform the Contractor in good time about these procedures and rules.
- 15.2 The Contracting Authority may require certificates of good conduct to be produced in respect of the Contractor's Staff, no later than three Working Days before they start work on the Contracting Authority's premises.
- 15.3 The Contracting Authority may carry out security checks on members of the Contractor's Staff, in accordance with the rules usually applied by the Contracting Authority. The Contractor must lend its full cooperation to such checks. The Contracting Authority may, on the basis of the results of a security check, refuse to allow the person in question to work on the Contract, without giving any reasons.
- 15.4 The Contractor's Staff involved in the performance of the activities on Contracting Authority's premises should observe all the access and safety procedures. If the respective member of Staff has not fulfilled his obligations resulting from this, for instance the one with regard to the vaccination obligation and the possession of a valid proof of identity, the respective member of Staff will be refused access. The costs and consequences resulting from this will be at the expense and risk of the Contractor. The vaccination obligation relates in principle to DTaP-IPV (diphtheria, tetanus, acellular pertussis, poliomyelitis), MMR (mumps, measles, rubella) and an annual check-up for TBC. With regard to activities in specific building sections the vaccination programme/schedule may be adjusted. If required by the applicable vaccination policy or rules, vaccination can take place on Contracting Authority's premises in which case vaccines will be provided by Contracting Authority at no cost. Vaccination elsewhere will be on the account of Contractor. If the Contractor does not observe the vaccination policy and/or programme/schedule, Contractor's Staff may be refused access and Contracting Authority will be compensated by the



Contractor for the losses resulting from this. In addition, the Contractor will indemnify Contracting Authority for losses resulting from Contractor's (including Staff) lack of compliance with the vaccination policy and/or programme/schedule.

#### IV FINANCIAL PROVISIONS

##### Article 16 Payment and upward and downward contract variations

- 16.1 The Contracting Authority will pay for the costs actually incurred and the hours actually worked by the Contractor, unless a fixed fee has been agreed in the Contract.
- 16.2 Should any additional requirements stipulated by the Contracting Authority, any new information that is brought to the notice of the Contracting Authority or any changes to the statutory regulations applicable to the work in question lead to the work performed by the Contractor under the Contract becoming demonstrably more demanding or extensive, this additional work constitutes an upward contract variation for which the Contractor may charge a fee. Additional work or new information which the Contractor could have foreseen when the Contract was signed is not regarded as constituting an upward contract variation. If a Party regards a particular request as constituting an upward contract variation, it will notify the other Party thereof as quickly as possible.
- 16.3 The Contractor will not start any additional work that constitutes an upward contract variation until it has received a written order to this effect from the Contracting Authority. In order to obtain such an order, the Contractor will issue a written quotation specifying the amount of additional work that is to be performed, its duration and cost. Any additional work performed by the Contractor will be subject to the provisions of the Contract, including those on fees and discounts, where relevant, in so far as these have not been amended by the Contracting Authority's written order. When submitting a quotation, the Contractor may not impose terms and conditions that are either more detailed or more stringent than the original Terms and Conditions, unless it does so with the Contracting Authority's consent.
- 16.4 The Contractor must accept and carry out an order for additional work representing up to a maximum of 15% of the original Contract value. Such an order for additional work is subject to the provisions of the Contract.
- 16.5 Should any new information that is brought to the notice of the Contracting Authority or any changes to the statutory regulations applicable to the work in question lead to the work performed by the Contractor under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward contract variation for which the Contracting Authority is entitled to a discount. If a Party regards a particular change as constituting a downward contract variation, it will notify the other Party thereof in writing as quickly as possible. If a fixed fee has been agreed, the Parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.

##### Article 17 Invoicing

- 17.1 The Contractor will send the invoice electronically so that the Contracting Authority can receive and process it electronically, in accordance with the specifications issued by the Contracting Authority.
- 17.2 The Contractor will send invoices to the Contracting Authority. Each invoice will state the date and number of the Contract and the relevant VAT charge. If applicable under article 4, the Contractor will enclose a copy of the notice of acceptance with the invoice, together with any other information requested by the Contracting Authority.
- 17.3 If it has been agreed that the invoice will be based on the actual amount of time spent as calculated after the

completion of the Contract, the Contractor will compile an itemized invoice in a format which the Contracting Authority is free to specify. The Contractor's invoice will state the number of days and hours actually and necessarily spent on the Contract, as well as the relevant dates, and will also contain a brief description of the work performed, and of any travel and accommodation expenses if these are not included in the daily or hourly rates.

- 17.4 The Contractor will present separate invoices for any upward contract variations after the additional work in question has been completed and accepted by the Contracting Authority. The invoices will explicitly state the nature and amount of the additional work performed, which will be itemized on the basis of authentic documents.

##### Article 18 Payment and invoice audits

- 18.1 The Contracting Authority will pay the Contractor the amount owing under the Contract no later than 30 days of receiving the relevant invoice, provided it satisfies the provisions of the Contract.
- 18.2 Where payment is made by the Contracting Authority within 14 days of receipt of the invoice, a deduction of 4% from the invoice amount shall be applied.
- 18.3 If the Contracting Authority fails without good reason to pay an invoice within the time limit stipulated in article 18.1, it will automatically be liable to pay: a. compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and b. statutory interest as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code. The compensation and interest will be payable on demand.
- 18.4 The Contracting Authority may instruct an accountant designated by the Contracting Authority, as referred to in article 2:393, paragraph 1 of the Dutch Civil Code, to audit the invoices submitted by the Contractor to determine their accuracy. The Contractor will allow the accountant to inspect its books and documents, and will supply him with any information he requests. This audit is confidential and does not involve any more than is necessary to check the invoices. The accountant will report as quickly as possible to both Parties. The Contracting Authority will pay the cost of the accountant's audit, unless the latter's work reveals that the invoices in question are not accurate or complete, in which case the Contractor will be liable for the cost of the inspection.
- 18.5 The Contracting Authority may defer payment of an invoice or a portion thereof, about which the Parties have failed to reach agreement, for the duration of the accountant's audit. The Contracting Authority will exercise this right only if it has reasonable doubts about the accuracy of the invoice in question.
- 18.6 The Contractor is not entitled to suspend or terminate its work on account of the Contracting Authority's failure to pay an invoice within the stipulated time limit, or if the Contracting Authority does not pay an invoice because it suspects that the invoice is inaccurate or because the Services have not been properly performed.

##### Article 19 Advance

- 19.1 If the Contracting Authority, for the purpose of performing the Contract, makes one or more payments for Services that have not yet been rendered, it may require the Contractor to issue the Contracting Authority with an on-demand bank guarantee prior to making the payment(s) in question, to the value of the payment(s) in question. The Contracting Authority will not be required to pay any of the cost of the guarantee.
- 19.2 If the Contracting Authority does not accept certain Services within the stipulated time limit as a result of a failure that is attributable to the Contractor, the Contractor is liable to pay statutory interest on the advance for as long as the failure persists.
- 19.3 The on-demand bank guarantee will be issued by a bank approved by the Contracting Authority, in accordance



with the model enclosed with these Terms and Conditions (see Annex 1).

## V NON-PERFORMANCE

### Article 20 Potential delays

- 20.1 If there is any possibility of the work being delayed, the Contractor will immediately notify the Contracting Authority, explaining the reasons for and the consequences of the potential delay. The Contractor will also propose measures to avoid further delay.
- 20.2 Within 14 days of receiving the notification referred to in the preceding paragraph, the Contracting Authority will notify the Contractor whether or not it agrees with the proposed measures and the consequences described by the Contractor. Agreement does not imply any acceptance by the Contracting Authority of the cause of the potential delay, and does not affect any other rights vested in the Contracting Authority under the Contract.

### Article 21 Liability

- 21.1 If one of the Parties fails to discharge its obligations under the Contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, however, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.
- 21.2 The notice of default referred to in the preceding paragraph is not required if the time limit by which the agreed Services should have been performed has been extended prior to its expiry. If the defaulting Party fails to discharge its obligations as described in the preceding paragraph by the end of the extended time limit, the defaulting Party is held to be immediately in default as from that date.
- 21.3 A Party who imputably fails to discharge its obligations is liable to the other Party for any loss incurred by the other Party, on the understanding that the liability is limited per event to an amount of:  
- €150,000 for contracts whose total value is less than or equal to €50,000;  
- €300,000 for contracts whose total value is greater than €50,000 but less than or equal to €100,000;  
- €500,000 for contracts whose total value is greater than €100,000 but less than or equal to €150,000;  
- €1,500,000 for contracts whose total value is greater than €150,000 but less than or equal to €500,000;  
- €3,000,000 for contracts whose total value is greater than €500,000.

Related events will be treated as a single event.

The limitation of liability referred to above will not apply:  
a. in the event of third-party claims for compensation in respect of death or personal injury;  
b. in the event of criminal intent or gross negligence on the part of the Contractor or the Contractor's Staff;  
c. in the event of a breach of intellectual property rights as referred to in article 24.

- 21.4 If, in performing the Services, the Contractor makes use of property belonging to the Contracting Authority as referred to in article 7, the Contractor is liable for any damage caused to such property. The liability amounts set out in article 21.3 apply *mutatis mutandis*.
- 21.5 If damage of whatever nature is caused to the Contractor and/or third parties as a result of the Contractor using the Contracting Authority's property for the purpose of performing the Services, the Contractor will be wholly liable for this damage. The liability amounts set out in article 21.3 apply *mutatis mutandis*.
- 21.6 The Contractor is liable for all obligations in respect of the Contractor's Staff, including those arising under tax

and social insurance law. The Contractor indemnifies the Contracting Authority against any liability in this connection.

### Article 22 Dissolution and termination

- 22.1 Without prejudice to the other provisions of the Contract, either Party may dissolve the Contract, in full or in part out of court by registered mail, if the other Party is in default or is permanently or temporarily unable to fulfil its obligations.
- 22.2 If one of the Parties is unable to discharge its obligations under the Contract as a result of force majeure, the other Party is entitled to dissolve the Contract, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 15 Working Days as from the date on which the circumstance that produced the force majeure arose.
- 22.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, late delivery or the unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the Contractor or failures on the part of third parties engaged by the Contractor.
- 22.4 The Contracting Authority may dissolve the Contract forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved, or if it is deemed on any other grounds to be no longer capable of discharging its obligations under the Contract.
- 22.5 If the Contract is dissolved, the Contractor will repay any undue amounts already paid by the Contracting Authority, plus the statutory interest on those amounts from the date on which they were paid. If the Contract is partially dissolved, the Contractor only has to repay payments relating to the part of the contract that has been dissolved.
- 22.6 In addition, the Contracting Authority may terminate the Contract at any time by giving notice of termination by registered mail. In such an event, the account between the Contracting Authority and the Contractor will be settled on the basis of the Services provided and costs reasonably incurred by the Contractor in carrying out the assignment in question and of any commitments reasonably entered into for the future for the purposes of the present Contract. The Contracting Authority is not obliged to compensate the Contractor in any way for the consequences of the termination of the Contract.

### Article 23 Retention of right to demand performance

The fact that one of the Parties omits to demand the performance of any provision of the Contract within a time limit set by the Contract does not affect its right to demand performance at a later date, unless the Party in question has expressly agreed to the non-performance in writing.

## VI MISCELLANEOUS

### Article 24 Intellectual property

- 24.1 The Contracting Authority is the owner of all results of the Services and all intellectual property rights (such as but not limited to patent rights, copyrights and knowhow) that may be exercised in relation to the results of the Services performed by the Contractor, irrespective of where and when they may be exercised. In pursuance of the Contract, the Contractor assigns such intellectual property rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights.
- 24.2 The Contracting Authority is the owner of all database rights that may be exercised in relation to the results of



- the Services performed by the Contractor, irrespective of where and when they may be exercised. In pursuance of the Contract, the Contractor assigns such intellectual property rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights
- 24.3 In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority, the Contractor grants the Contracting Authority a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.
- 24.4 In so far as a separate instrument needs to be executed for the assignment of the rights referred to in articles 24.1 and 24.2, the Contractor hereby irrevocably authorizes the Contracting Authority to draft such an instrument and sign it on the Contractor's behalf, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation.
- 24.5 If there is a difference of opinion between the Parties on the intellectual property rights referred to in articles 24.1 and 24.2, in relation to the results of the Services performed, it will be assumed, in the absence of proof to the contrary, that the rights rest with the Contracting Authority. In all cases, the Contracting Authority may continue to use the results for the purposes specified in the Contract.
- 24.6 The Contractor hereby renounces vis-à-vis the Contracting Authority any moral rights vested in it, i.e. the Contractor, as referred to in the Copyright Act, in so far as the relevant regulations allow it to do so. Acting both in its own capacity and on behalf of the members of its Staff working on the Contract, and as authorized to this end, the Contractor renounces vis-à-vis the Contracting Authority any moral rights vested in these members of its Staff, in so far as the relevant regulations allow it to do so.
- 24.7 The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. The Contractor is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such breaches, and to do so at its own expense.
- 24.8 Without prejudice to the above provisions, the Contracting Authority may, if a third party holds the Contractor liable for a breach of its intellectual property rights, dissolve the Contract in writing, in full or in part, out of court, without prejudice to its other rights vis-à-vis the Contractor, such to include but not limited to any right to compensation. The Contracting Authority will not exercise its right to dissolve the Contract until it has first consulted the Contractor.
- 24.9 Intellectual property rights arising from the Services performed other than those referred to in articles 24.1 and 24.2 may never be exercised against the Contracting Authority, and the Contractor assigns to the Contractor a non-exclusive and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the Contract's objectives.
- Article 25 Assignment of rights and obligations under the Contract**
- 25.1 Contractor may not transfer its rights and obligations under the Contract to third parties without the consent of the Contracting Authority. The Contracting Authority will not withhold its consent without good reason, but may attach conditions. The Contracting Authority may assign this Agreement, without any consent, to an entity that acquires all or substantially all of its business or assets to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.
- 25.2 Paragraph 1 does not apply to the establishment of limited rights, such as a right of pledge.
- Article 26 Insurance**
- 26.1 The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards in respect of the following risks:
- a. professional liability, i.e. the risks arising from Professional Errors;
- b. business liability, including liability for damage caused to persons or the Contracting Authority's property;
- c. loss of or damage to business property (including as a result of fire or theft), including items of property owned by the Contracting Authority.
- 26.2 At the Contracting Authority's request, the Contractor will immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances referred to in paragraph 1 or a statement from the insurer to the effect that these policies exist and the premium has been paid. The Contractor will not terminate either the insurance contracts or the terms applying to them without the Contracting Authority's prior written consent. Nor will the Contractor change the insured sum to the Contracting Authority's disadvantage without the Contracting Authority's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.
- Article 27 Employment of other Party's Staff, bribery and conflict of interests**
- 27.1 Neither Party may employ members of the other Party's Staff, or negotiate with members of the other Party's Staff on the possibility of the latter entering into its employment, without the other Party's consent both during the term of the Contract and for a period of one year following its termination. The other Party will not withhold its consent without good reason.
- 27.2 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for dissolving the Contract either in full or in part.
- 27.3 Should it transpire that a member of the Contracting Authority's Staff is also in the Contractor's employment, regardless of whether or not such employment is paid, or was in the Contractor's employment at the time when negotiations took place on the formation of the Contract, and that the Contracting Authority was not informed of this prior to the signing of the Contract, the Contracting Authority may dissolve the Contract with immediate effect, without being required to give any notice of default or to pay any compensation.
- 27.4 The Contractor will not deploy staff on the Contract who were employed by the Contracting Authority during a period of two years prior to the start of the work other than with the Contracting Authority's consent.
- Article 28 Invalidity**
- If one or more provisions of the Terms and Conditions or the Contract are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Terms and Conditions or the Contract.
- Article 29 Follow-up order**
- The Contract does not entitle the Contractor to any follow-up orders.



**Article 30 Publicity**

The Contractor may not refer to the Contract either implicitly or explicitly in publications (including press releases) or advertisements and may use the Contracting Authority's name as a reference only with the Contracting Authority's consent.

**Article 31 Long-term provisions**

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. These obligations include in any event the provisions on guarantees (article 3), liability (article 21), intellectual property rights (article 24), confidentiality (article 13), the employment of the other Party's Staff (article 27.1), and disputes and applicable law (article 32).

**Article 32 Disputes and applicable law**

- 32.1 All disputes arising out of or in connection with the Contract shall, at Contracting Authority's sole discretion, be finally settled by the competent court in The Hague, the Netherlands or under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of arbitration will be English. The place of arbitration will be The Hague, the Netherlands. The Parties shall accept the arbitral award as final.
- 32.2 The Contract is governed by Dutch law.