

This is a translation only. In case of conflict, the Dutch version is leading.

EUR Purchasing Terms and Conditions for Services 2020

Contents

Contents 2

Article 1 Definitions 3

Article 2 Applicability 3

Article 3 Realisation 4

Article 4 General obligations of the Service Provider 4

Article 5 Service Provider and Personnel 4

Article 6 Replacement of Personnel 5

Article 7 Acceptance and testing 5

Article 8 Progress reports 5

Article 9 Transfer of rights and obligations 5

Article 10 Contact persons 6

Article 11 Protection of confidential information 6

Article 12 Personal Data 6

Article 13 Changes 7

Article 14 Additional and reduced work 7

Article 15 Prices 8

Article 16 Invoicing and payment 8

Article 17 Threatened delays 8

Article 18 Liability 8

Article 19 Penalties 10

Article 20 Dissolution and termination 10

Article 21 Force Majeure 11

Article 22 Intellectual Property Rights 11

Article 23 Insurance 12

Article 24 Takeover of personnel, bribery and conflicts of interest 12

Article 25 Invalid or nullified provisions 13

Article 26 Follow-up contract 13

Article 27 Disputes and applicable law 13

Article 28 Final provisions 13

Artikel 1 Definitions

1.1 In these Purchasing Terms and Conditions, the following terms are capitalised. These terms are defined as follows:

<i>Article:</i>	an article of these Purchasing Terms and Conditions;
<i>Contract:</i>	the Written contract between EUR and the Service Provider to provide the Services;
<i>EUR:</i>	the Erasmus University Rotterdam, which possesses public-law legal personality pursuant to the Dutch Higher Education and Research Act and is registered in the Commercial Register under number 24495550;
<i>GDPR:</i>	General Data Protection Regulation; Regulation (EU) 2016/679 of European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
<i>Intellectual Property Rights:</i>	all intellectual and industrial property rights, including copyrights neighbouring rights, database rights, patents, trademark rights, model rights, plant breeder's rights and rights relating to topographies of semi-conductor products, trade names and domain names;
<i>Parties:</i>	EUR and the Service Provider jointly;
<i>Party:</i>	EUR or the Service Provider, depending on the context;
<i>Personnel:</i>	employees, hired workers or assistants of the Service Provider to be deployed for the execution of the Contract;
<i>Purchasing Terms and Conditions:</i>	these Purchasing Terms and Conditions for Services;
<i>Service(s):</i>	the work to be performed by the Service Provider for EUR on the basis of the Contract, not being (i) IT-related work or (ii) the realisation of works of a material nature in accordance with Article 7:750 of the Dutch Civil Code;
<i>Service Provider:</i>	the counterparty of EUR named in the Contract;
<i>Working Days:</i>	Monday to Friday, with the exception of public holidays recognised by the collective labour agreement for the Netherlands Universities (CLA-NU);
<i>Written/In Writing:</i>	recorded in writing on paper or 'by electronic means', as referred to in Article 6:227a of the Dutch Civil Code;

Artikel 2 Applicability

- 2.1 The Purchasing Terms and Conditions apply to the Contract and to all requests for offers and quotations relating to the Services to be provided by the Service Provider.
- 2.2 Changes or additions to these Purchasing Terms and Conditions and/or the Contract apply only if agreed between the Parties In Writing.
- 2.3 In the event of conflicts between different documents, the following order of precedence applies:
- v. the (joint) processing agreement referred to in Article 12 (Personal Data);
 - vi. the Contract;
 - vii. the Purchasing Terms and Conditions;
 - viii. other annexes to the Contract.
- 2.4 In the event of any conflict between the Dutch text of the Purchasing Terms and Conditions and translations of this text, the Dutch text takes precedence in all cases.

Artikel 3 Realisation

- 3.1 A Contract may be concluded only by persons authorised for that purpose on behalf of EUR.
- 3.2 Verbal notices, pledges or agreements are valid only if these are confirmed In Writing by the Parties.
- 3.3 A request for offer from EUR is without obligation. The Service Provider bears all costs incurred for drawing up an offer/quotation.
- 3.4 An offer/quotation from the Service Provider is irrevocable for a term of 60 Working Days from the date on which EUR receives the offer or quotation.
- 3.5 If the Service Provider commences the work without a Written order confirmation, it does so at its own risk and expense.

Artikel 4 General obligations of the Service Provider

- 4.1 The Service Provider shall execute the Contract promptly and without derogations and guarantees that the Services to be provided comply with the agreed requirements.
- 4.2 The Service Provider guarantees that Personnel are sufficiently qualified for the Services to be performed and that they comply with special requirements set by EUR, and in any event with the general requirements of professional skill and expertise that may be expected of Personnel.
- 4.3 The Service Provider guarantees that the tools used comply with all relevant statutory provisions concerning quality, the environment, health and safety.
- 4.4 If EUR finds that the Services provided do not comply (partially or in full) with what the Service Provider has guaranteed in accordance with paragraphs 1 to 3 of this Article, the Service Provider is in default unless it can prove that a non-attributable shortcoming is involved.

Artikel 5 Service Provider and Personnel

- 5.1 EUR is authorised to check and/or verify the identity of Personnel on the basis of a valid identity document, as referred to in Article 1 of the Compulsory Identification Act.
- 5.2 A self-employed Service Provider may provide the Service only if the Parties use the model contract for the hiring of self-employed persons, as drawn up by EUR.
- 5.3 A Service Provider that is a business that (also) makes use of self-employed persons or other independent contractors for the provision of the Service shall draw up contracts with these self-employed persons or other independent contractors that correspond with the model contract of the Tax and Customs Administration. This contract will be submitted to EUR for approval prior to the start of the provision of the Service.
- 5.4 The Service Provider bears the risk and expense of all obligations and charges relating to Personnel.
- 5.5 The Service Provider is responsible for the Services it provides and for the Services provided by Personnel and third parties deployed by the Service Provider.
- 5.6 The Service Provider guarantees that Personnel have the right to perform work in the Netherlands and that the Service Provider complies with the regulations of the Foreign Workers (Employment) Act. The Service Provider guarantees that it complies with the Working Conditions Act and working conditions regulations in relation to its Personnel.
- 5.7 The Service Provider indemnifies EUR against all claims by Personnel and other third parties relating to or arising from the provision of the Services, including penalties imposed on EUR. More specifically, EUR will reclaim any penalties imposed on it on the grounds of failure to comply (fully) with the Foreign Workers (Employment) Act and/or the Working Conditions Act and working conditions regulations from the Service Provider in full. The Service Provider will settle the amounts with EUR on demand, in the absence of which EUR has the right to deduct these amounts from the next instalment, to settle these or to recover them in other ways.

Artikel 6 Replacement of Personnel

- 6.1 If EUR requires the Service Provider to replace Personnel because EUR takes the view that this is necessary or desirable in the interests of good execution of the Contract, the Service Provider will do so within a reasonable term.
- 6.2 The Service Provider may replace Personnel with the prior Written consent of EUR. EUR will not refuse consent on unreasonable grounds and may attach conditions to such consent.
- 6.3 Rates will not be increased on the replacement of Personnel pursuant to this Article.
- 6.4 On the replacement, EUR will make persons available who are at least equivalent to the persons to be replaced in terms of availability, expertise, qualifications and experience.

Artikel 7 Acceptance and testing

- 7.1 The Services provided may be inspected by or on behalf of EUR. The Service Provider shall provide full assistance and provide information to enable the inspection, without charges for EUR. The other costs of inspection are borne by EUR.
- 7.2 If EUR assesses the results of the Services provided as unsatisfactory, the results of the Services provided will not be accepted. In that case, the provisions of Articles 18 (Liability), 19 (Penalties) and 20 (Dissolution and termination) apply.

Artikel 8 Progress reports

- 8.1 The Service Provider reports to EUR on the progress of the execution of the Contract as often as, and in the manner, provided for in the Contract. If EUR considers this necessary, it may request the Service Provider to submit a report on the progress of the work at an earlier stage.

Artikel 9 Transfer of rights and obligations

- 9.1 The Parties may not transfer the rights and obligations arising from the Contract to third parties without the prior Written consent of the other Party.
- 9.2 Consent will not be refused without reasonable grounds. The Party granting consent has the right to attach conditions to such consent.
- 9.3 The Service Provider remains responsible for the quality of the Services and the execution of the Contract until the transfer is finalised.
- 9.4 In the event of a (partial) transfer of the obligations of the Service Provider, the Service Provider must notify EUR of the sureties provided for compliance with those obligations, such as the statutory obligation for employers to deduct VAT, payroll taxes and social insurance contributions.

Artikel 10 Contact persons

- 10.1 The Parties shall designate a contact person in the Contract, who maintains the contacts on the execution of the Contract with the other Party. The other Party shall be notified In Writing of all changes relating to the contact person.
- 10.2 Contact persons are authorised to make agreements that are binding after their recording and signature by the persons authorised for that purpose.

Artikel 11 Protection of confidential information

- 11.1 The Parties undertake to refrain from any form of disclosure of all information of which they become aware in the execution of the Contract in relation to the (content of the) Contract and (the activities of) the other Party that they know or should reasonably have assumed to be confidential without the prior Written consent of the Party providing the information.
- 11.2 The recipient Party shall use the confidential information received solely for the purposes for which they acquired the information.
- 11.3 The Parties shall commit their personnel and the third parties deployed in the execution of the Contract to comply with the confidentiality obligations.
- 11.4 The Parties shall take all reasonable measures for safekeeping of the confidential information. The Parties shall save all information and data at a location that is not accessible to third parties so that third parties cannot acquire the information.
- 11.5 If a Party is required to share (part of) the information obtained pursuant to an order issued by a competent administrative or judicial authority, such information may only be shared on condition that the Party concerned notifies the Party providing the information of the order immediately after its receipt.
- 11.6 The recipient Party shall immediately destroy or return the confidential information, including any copies made, at the earliest request of the Party providing the information, unless this contravenes a statutory provision.
- 11.7 The Service Provider may not use the name of EUR as a reference without the prior Written consent of EUR.
- 11.8 The Service Provider shall not issue any press releases, publications or advertising expressions and shall make no other public announcements concerning this Contract without the prior Written consent of EUR.
- 11.9 Without prejudice to the right to compensation for damage and the other rights arising from the Contract, on violation of this Article by the Service Provider or its Personnel, EUR has the right to collect a penalty, payable on demand, of €25,000 for each violation. The Service Provider shall pay the amount immediately after its determination and notification to the Service Provider.

Artikel 12 Personal Data

- 12.1 The Service Provider processes personal data, as defined in Article 4 of the GDPR, in a proper manner, with due care and in accordance with the applicable laws and regulations. The foregoing also applies in full for the provision of personal data to countries outside the European Economic Area (EEA) and non-EU countries. If a (joint) processing agreement is contracted, the Parties shall use an EUR model for this.

Artikel 13 Changes

- 13.1 EUR is authorised to change and/or supplement the scope and capacity of the Services to be provided in Writing, including after the realisation of the Contract. The Service Provider shall accept the changes In Writing.
- 13.2 If the Service Provider takes the view that the change has consequences for the agreed fixed price and/or the (time of the) execution, the Service Provider must notify EUR of this In Writing within five Working Days of the notification of the required change. In the absence of this, the Service Provider will perform the altered order in accordance with the terms and conditions originally agreed.
- 13.3 If EUR takes the view that the consequences for the price and/or the (time of) execution are unreasonable in relation to the nature and the scope of the change, EUR has the right to dissolve or to terminate the Contract by means of Written notice to the Service Provider, in observance of a notice period of one month.
- 13.4 A dissolution or termination pursuant to this Article does not entitle either Party to compensation for damage of any kind.
- 13.5 The Service Provider may not make or execute any changes without the Written consent of EUR.

Artikel 14 Additional and reduced work

- 14.1 If, as a result of additional requirements of EUR or through changes to the statutory provisions relevant to the Services to be provided, the Services that the Service Provider is to provide are demonstrably increased or expanded, this involves additional work that qualifies for reimbursement. Additional work does not include additional work or altered insights that the Service Provider should have foreseen on the conclusion of the Contract. If a Party takes the view that additional work is involved, that Party shall notify the other Party of this In Writing at the earliest opportunity.
- 14.2 The Service Provider shall not commence additional work before the Service Provider has received a Written order from EUR for that purpose. For the acquisition of an order, the Service Provider presents a written quotation concerning the scope of the expected additional work and the associated time and costs. The provisions of the Contract apply with regard to the additional work to be performed by the Service Provider, in as far as these are not changed by the order. In submitting a quotation, the Service Provider may not impose other or more stringent conditions than those to which the Client consents.
- 14.3 The Service Provider must in any event accept an order for additional work up to a maximum of 10% of the Services originally agreed. Such an order for additional work shall be executed subject to the provisions of the Contract and within the statutory frameworks of contracting law.
- 14.4 If, as a result of additional requirements of EUR or through changes to the statutory provisions relevant to the Services to be provided, the Services that the Service Provider must perform are demonstrably mitigated or reduced, this involves less work that qualifies for settlement. If a Party takes the view that reduced work is involved, it shall notify the other Party of this In Writing at the earliest opportunity. If a fixed price is agreed, the Parties shall determine the amount of the reduction in the work that will be settled with the price to be paid by agreement.

Artikel 15 Prices

- 15.1 The Service Provider shall charge the prices agreed in the Contract for the Services provided. 'Price' refers to the agreed rate multiplied by the number of units or the number of hours actually worked, unless the Parties agree otherwise In Writing.
- 15.2 All agreed prices are exclusive of or exempt from VAT and inclusive of all costs for the execution of the Contract.
- 15.3 The prices will not be changed unless the Parties agree this In Writing.

Artikel 16 Invoicing and payment

- 16.1 Invoices must show the budget number and must comply with the statutory requirements and the requirements described on the following website: <https://www.eur.nl/en/about-eur/organisation-administration/professional-services/terms-and-conditions-invoices>.
- 16.2 If it is agreed that payment will take place on the basis of post-calculation, the Service Provider specifies and invoices for the service provision in a form to be fixed by EUR.
- 16.3 Additional work is invoiced separately, following completion of the additional work and its acceptance by EUR. The nature and scope of the additional work performed shall be explicitly stated in the invoice and specified on the basis of authentic documents.
- 16.4 EUR pays the amount owed to the Service Provider on the basis of the Contract within 30 days of receipt of the invoice, provided that this complies with the agreed requirements.
- 16.5 EUR is authorised to suspend payment of an invoice if it takes the view that the work performed does not comply with the Contract or if the Service Provider fails to comply with its obligations in any other way.
- 16.6 The failure of EUR to pay an invoice, or to pay within the payment term on the grounds of suspected substantive incorrectness of the invoice or defectiveness of the invoiced services, does not afford the Service Provider the right to suspend or terminate its contractual work.
- 16.7 EUR has the right to settle the amount of the invoice with amounts that the Service Provider owes to EUR. The Service Provider does not have the right to settle its receivables from EUR with amounts that EUR owes to the Service Provider.
- 16.8 EUR makes no advance payments unless these are recorded in a payment schedule approved by both Parties In Writing.
- 16.9 EUR has the right to require the Service Provider to arrange an unconditional and irrevocable bank guarantee from a bank established in the Netherlands that is acceptable to EUR, at its own expense, before payment takes place, in order to secure the Service Provider's compliance with its obligations. If applicable, the submission of an unconditional and irrevocable group guarantee will suffice. The bank guarantee or group guarantee must be payable immediately, on demand, during the term of the Contract.

Artikel 17 Threatened delays

- 17.1 If delays in the planned progress of the Services are threatened, the Service Provider must notify EUR of this In Writing without delay, stating the cause and the consequences. The Service Provider must propose Written measures with this in order to catch up any delays that have already occurred and to prevent further delays.
- 17.2 Within ten (10) Working Days of receipt of the notice referred to in the preceding paragraph, EUR will issue notice In Writing as to whether it consents to the proposed measures. Consent does not mean that EUR recognises the cause of the threatened delay and is without prejudice to all other rights or receivables accruing to EUR.

Artikel 18 Liability

- 18.1 If a Party fails to comply with its contractual obligations, the other Party may issue it with Written notice of default. However, the negligent Party is immediately in default if compliance with the relevant obligations within the agreed term was already permanently impossible, other than due to *force majeure*. The negligent Party must be granted a reasonable term in the notice of default to still comply with its obligations. This term is a final term, so that the negligent party will be in default if compliance does not take place within the set term.
- 18.2 The notice of default referred to in paragraph 1 is not required if the term within which the Services should have been provided is extended before it expires. If the compliance referred to in paragraph 1 still does not take place before the end of the extended term, the negligent Party is in default immediately at the end of that term.
- 18.3 The Service Provider is liable for all damage that EUR, its personnel and employees or other third parties suffer as a result of the action or negligence of the Service Provider, its Personnel or third parties deployed by the Service Provider.
- 18.4 The liability of the Service Provider for an attributable failure in compliance with its obligations is limited as follows:
- for Contracts with a total value of €50,000 or less: €150,000 per incident and €300,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €50,000 but of no more than €100,000: €300,000 per incident and €500,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €100,000 but of no more than €150,000: €500,000 per incident and €1,000,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €150,000 but of no more than €500,000: €1,500,000 per incident and €3,000,000 per contract year or part of a year in which the Contract is in force;
 - for Contracts with a total value of more than €500,000: €3,000,000 per incident and €5,000,000 per contract year or part of a year in which the Contract is in force;
- Related incidents are treated as a single incident here.
- 18.5 The limitation of liability included in this paragraph 4 of this Article does not apply:
- a in cases of third-party claims for compensation for damage for death or injury;
 - b in the event of malicious intent or gross negligence on the part of the Service Provider, its Personnel or the third parties deployed by the Service Provider;
 - c in the event of the infringement of Intellectual Property Rights, as referred to in Article 22, and/or violation of the confidentiality obligation, as referred to in Article 11;
 - d in the event of a processing agreement contracted between the parties pursuant to Article 12 (Personal data): with regard to claims for compensation for damage, including the penalties imposed by the supervisory authority, in connection with failure to comply with that processing agreement.
- 18.6 On the basis of the liability of the Service Provider, as referred to in paragraph 3, the Service Provider indemnifies EUR against third-party claims. At EUR's earliest request and subject to its assessment, the Service Provider shall reach a settlement with such third parties or will defend itself in court against such claims, in the place of or jointly with EUR.
- 18.7 The Service Provider is liable for damage to property owned by EUR or third parties and loaned to the Service Provider for the provision of the Services. If the Service Provider causes damage to EUR or third parties in the execution of the Contract with the use of property owned by EUR or third parties, the Service Provider bears the full risk and expense of such damage.
- 18.8 EUR's liability is limited to cases covered by the liability insurance contracted by EUR, up to the amount that can be claimed under this insurance in the case concerned, plus the excess under this insurance.

Artikel 19 Penalties

- 19.1 In the event of an attributable failure to meet a final deadline, as referred to in Article 18.1 (Liability) and the extended term referred to in Article 18.2 (Liability), the Service Provider owes EUR:
- a a penalty of 1% of the total value of the Contract;
 - b interest at the statutory rate on amounts paid by EUR in advance, for the period from the failure to meet the deadline to the date on which the Service Provider complies with the Contract.
- 19.2 The penalty is payable on demand, with no further notice of default and without the intervention of a court, immediately after the deadline is missed and is without prejudice to EUR's other rights, such as its right to compensation for damage or its claim for compliance.
- 19.3 EUR may settle the penalty and the interest with the amounts payable by EUR, regardless of whether the claim for payment of these has transferred to a third party.

Artikel 20 Dissolution and termination

- 20.1 If the Service Provider is in default or if compliance is permanently or temporarily impossible, EUR, at its own discretion, may dissolve the Contract partially or in full, with immediate effect, unless a shortcoming is involved that, in view of its exceptional or limited nature, does not warrant dissolution.
- 20.2 EUR may dissolve the Contract with immediate effect, without any warning or notice of default and without the intervention of a court, by means of a Written notice sent by registered mail, without any liability to pay the Service Provider compensation for damage, if:
- a the Service Provider applies for or is granted a (provisional) moratorium on payments;
 - b the Service Provider applies for or is declared bankrupt, or applies for or is issued with a compulsory winding up order;
 - c the Service Provider's business is liquidated;
 - d the Service Provider discontinues its business activities;
 - e a court grants an application of a Service Provider who is a natural person for the application of the debt rescheduling arrangement or the Service Provider loses the power to dispose of his or her assets, or parts thereof, through attachment, placement under legal restraint, placement in receivership or by other means;
 - f the Service Provider undergoes a merger or split;
 - g the Service Provider must be deemed to be no longer able to comply with its contractual obligations for other reasons.
- 20.3 If it is established in or out of court that the Contract was concluded or changed in contravention of current public procurement legislation, EUR has the right to terminate the Contract partially or in full, with immediate effect and without further notice of default or the intervention of a court, by means of a Written notice to the Service Provider.
- 20.4 EUR may terminate the Contract at any time through Written notification of the Service Provider, in observance of a reasonable notice period. Settlement takes place between EUR and the Service Provider on the basis of the Services provided by the Service Provider, in as far as these have been accepted and in as far as the termination does not relate to an attributable shortcoming on the part of the Service Provider, the reasonable costs incurred and and of any commitments reasonably entered into for the future for the purposes of the present Contract. EUR is not required to indemnify the Service Provider in any other way against the consequences of the termination of the Contract.
- 20.5 The mutual receivables become payable on demand as a result of dissolution or termination.
- 20.6 Provisions that are, by their nature, intended to continue after the termination of the Contract shall remain in effect thereafter. These provisions in any event include Articles 11 (Confidentiality), 22 (Intellectual Property Rights) and 26 (Disputes and applicable law).

Artikel 21 Force Majeure

- 21.1 Neither Party is required to comply with a contractual obligation if it is prevented from doing so as a result of *force majeure*. '*Force majeure*' refers to a situation in which the failure to comply with a contractual obligation cannot be attributed to a Party because the failure is not attributable to its fault and it does not bear the risk and expense of this by virtue of law, legal action or according to generally accepted views.
- 21.2 '*Force majeure*' in any event does not refer to personnel shortages, strikes, illness of personnel, epidemics, pandemics, (government) measures due to epidemics and/or pandemics, raw material shortages, transport problems, late deliveries or the unsuitability of goods required for the performance of the work, liquidity or solvency problems or shortcomings of third parties deployed by the Parties.
- 21.3 A Party that is unable to comply in time, or foresees that it will be unable to do so due to force majeure, may invoke force majeure only if that Party notifies the other Party of this In Writing, stating the reasons, without delay and in any event within 10 Working Days of the date on which the force majeure situation arises.
- 21.4 In as far as possible, a Party that invokes force majeure undertakes to eliminate or arrange to eliminate every cause of force majeure at the earliest opportunity.
- 21.5 If one of the Parties is unable to comply with its contractual obligations due to *force majeure*, the other Party has the right to dissolve part or all of the Contract, without the intervention of a court, by means of a Written notice, observing a reasonable notice period, without this giving rise to any right to compensation for damage, but no sooner than the expiry of a term of 15 Working Days from the date on which the circumstances causing the *force majeure* situation arose.

Artikel 22 Intellectual Property Rights

- 22.1 The Parties shall respect each other's Intellectual Property Rights acquired by the Parties prior to the realisation of the Contract and those realised outside the Contract following its conclusion, in accordance with the law. No part of the Contract shall be interpreted as the granting of rights to or the transfer of the Intellectual Property Rights referred to in the preceding sentence, unless this is explicitly agreed.
- 22.2 All Intellectual Property Rights that can or will be exercised in relation to the results of the Services that the Service Provider provides for EUR are held by EUR. Pursuant to the Contract, the Service Provider transfers these rights to EUR at the time at which they arise, which transfer EUR hereby accepts in advance.
- 22.3 In as far as the rights referred to in paragraph 2 of this Article arise with the use of existing Intellectual Property Rights that do not accrue to EUR, the Service Provider grants EUR non-exclusive rights of use for an indefinite period, free of charge. Among other things, this permits EUR to use and reproduce files for its own use. The Service Provider guarantees that it has the right to grant the aforementioned rights of use.
- 22.4 In as far as the transfer of the rights referred to in paragraph 2 of this Article would require a further deed, the Service Provider hereby irrevocably authorises EUR in advance to draw up and sign such a deed on behalf of the Service Provider, without prejudice to the Service Provider's obligation to cooperate in the transfer of these rights at EUR's earliest request. The Service Provider imposes no further conditions for such cooperation. The Service Provider hereby irrevocably authorises EUR to arrange for the recording or replacement of the records of the transfer of these Intellectual Property Rights to EUR in the relevant registers, in as far as necessary.
- 22.5 If a difference of opinion arises between the Parties regarding Intellectual Property Rights concerning the results of the Services performed, in the absence of evidence to the contrary, these rights are deemed to be vested in EUR. EUR may in all cases make use of the outcomes of the results, as intended and/or agreed in the Contract.

- 22.6 The Service Provider hereby waives any 'personality rights' accruing to it, as referred to in the Copyright Act, in respect of EUR, in as far as the applicable regulations permit such a waiver. The Service Provider, authorised for that purpose, including on behalf of its Personnel, hereby waives any personality rights accruing to its Personnel in respect of EUR, in as far as the applicable regulations permit such a waiver.
- 22.7 The Service Provider may not make the results of the Services provided available to third parties in any form, nor may it provide third parties with any information on these without the explicit Written consent of EUR. EUR may attach conditions to this consent.
- 22.8 EUR and the Service Provider bear the responsibility for ensuring that no Intellectual Property Rights, or other rights of each other or of third parties, are infringed during the execution of the Contract. The Service Provider indemnifies EUR against third-party claims in relation to any infringement of those third parties' Intellectual Property Rights, including claims relating to knowledge, unfair competition and the like. The Service Provider undertakes to take all measures, at its own expense, that could contribute towards the prevention of stagnation and to limitation of extra costs to be incurred or damage to be suffered as a result of the aforementioned infringements.
- 22.9 Without prejudice to the above provisions, EUR may dissolve the Contract In Writing, without the intervention of a court, if third parties hold EUR liable for infringement of Intellectual Property Rights.
- 22.10 The Parties do not have the right to use each other's names, trade names and/or (image) marks in any connection whatsoever without the prior consent of the other Party.

Artikel 23 Insurance

- 23.1 The Service Provider shall insure itself adequately against the following risks:
- a professional liability (risks arising from professional errors, including shortcomings, mistakes, negligence, omissions, default and incorrect advice that a qualified Service Provider acting with due care under the given circumstances, in observance of normal attentiveness and with normal professional skill and a normal method of professional practice, should avoid);
 - b business liability (including liability for damage caused to persons or to property owned by EUR).
- 23.2 At the request of EUR, on the signature of the Contract, or in any event as soon as possible thereafter, the Service Provider will submit a certified declaration of the insurer concerning the existence of the insurance referred to in the first paragraph and the payment of the premiums. During the term of the Contract, the Service Provider shall not terminate the insurance contract(s), change the contract conditions or change the insured amount to the detriment of EUR without the prior Written consent of EUR. EUR will not refuse consent on unreasonable grounds. The insurance premiums owed by the Service Provider are deemed to be included in the agreed prices and rates.
- 23.3 In the event of damage for which the Service Provider is liable to EUR pursuant to the Contract, the Service Provider shall inform the relevant insurer immediately after the damage occurs, and no later than the time at which this is reported to the insurer, that insurance benefits should be paid directly to EUR. Insurance benefits paid directly to EUR by the insurer will be deducted from the compensation for damage payable by the Service Provider to EUR.

Artikel 24 Takeover of personnel, bribery and conflicts of interest

- 24.1 During the execution of the Contract and for one year following its termination, the Parties may employ personnel of the other Party or negotiate employment with such personnel only with the Written consent of the other Party. This consent will not be refused without reasonable grounds.

- 24.2 The Parties shall not offer, request, accept from or pledge to each other or third parties any donation, remuneration, compensation or profit of any kind whatsoever that can be interpreted as an unlawful practice, for themselves or for any other party. On the observation of an unlawful practice, EUR may dissolve the Contract with immediate effect and without notice of default, without being liable for any compensation for damage.
- 24.3 If a member of EUR's personnel proves to be performing a secondary job at the Service Provider, with or without pay, or to have done so during the negotiations on the realisation of the Contract without notifying EUR of this prior to the conclusion of the Contract, EUR may dissolve the Contract with immediate effect and without notice of default without being liable for any compensation for damage.
- 24.4 The Service Provider shall deploy persons for the execution of the Contract who have been employed by EUR in a period of two years prior to the work only with the prior Written consent of EUR.
- 24.5 If any benefit of any kind proves to have been or will be offered to subordinates or representatives of EUR in relation to the conclusion or execution of the Contract, EUR has the right to dissolve the Contract, partially or in full, with immediate effect and without notice of default or the intervention of a court, by means of a notice sent by registered mail, without being liable for any compensation for damage.

Artikel 25 Invalid or nullified provisions

- 25.1 If one or more provisions of the Purchasing Terms and Conditions or of the Contract prove(s) to be invalid or is/are nullified, the other provisions of the Purchasing Terms and Conditions and/or the Contract retain their legal force. The Parties shall conduct talks on invalid or nullified provisions in order to agree a replacement regulation. The replacement regulation shall not prejudice the purport of the Purchasing Terms and Conditions or the Contract.

Artikel 26 Follow-up contract

- 26.1 The Service Provider derives no rights from the Contract for the award of a follow-up contract.

Artikel 27 Disputes and applicable law

- 27.1 The Purchasing Terms and Conditions, the Contract and all orders arising from these are governed by Dutch law.
- 27.2 Any disputes between the Parties relating to or arising from the Contract, in as far as these cannot be settled out of court, shall be filed with the competent court in Rotterdam, without prejudice to the right of EUR to summon the Service Provider before the competent court of its place of domicile or of its registered place of business.
- 27.3 By way of derogation from the provisions of this Article, a dispute between the Parties may be subjected to arbitration if it is important for EUR that the dispute is settled in confidence.

Artikel 28 Final provisions

- 28.1 These Terms and Conditions are referred to as the EUR Purchasing Terms and Conditions for Services 2020, are administered by the Legal Affairs department and are published on the EUR website.
- 28.2 These Purchasing Terms and Conditions are valid from 1 August 2020.
- 28.3 These Terms and Conditions were filed with the Rotterdam Chamber of Commerce on 27 July 2020.