

## GENERAL SERVICE CONDITIONS

OF:

THE EUROPEAN INSTITUTE OF PUBLIC ADMINISTRATION

hereafter referred to as "EIPA"

### Article 1 Definitions

In these general conditions, the terms below will be understood to have the following meaning, unless explicitly stated otherwise.

EIPA: the user of these general conditions.

Quotation: EIPA's proposed price for the service to be provided.

The Client: the party with whom EIPA concludes a service provision agreement.

The Commissionee: EIPA

Agreement: the service provision agreement.

The Conditions: the general conditions laid down in this document for the service provision of EIPA.

### Article 2 General

1. These Conditions will apply to every Quotation of EIPA, as well as to every Agreement concluded between EIPA and the Client, in so far as EIPA has declared these Conditions applicable to those Agreements and in so far as these Conditions have not expressly been deviated from by the parties in writing.
2. The current Conditions will also apply to all Agreements with EIPA for the performance of which third parties should be engaged.
3. Any deviations from these Conditions will apply only if such deviations have been explicitly agreed in writing between EIPA and the Client.
4. Should the Client use purchase/general purchase or other conditions that are inconsistent with these Conditions, the parties will hold further consultations to arrive at a solution.
5. If it should be established that one or more provisions in these Conditions are invalid or eligible for being declared void, the other provisions in these Conditions will continue to apply in full. In that case, EIPA and the Client will enter into negotiations to agree new provisions to replace the invalid provisions or those provisions eligible for being declared void, with the aim and purpose of the original provision being taken into account if and in so far as possible.
6. Articles 14 (liability), 15 (*force majeure*), 16 (confidentiality), 17 (intellectual property and copyrights), 18 (applicable law) and 19 (disputes) and all other provisions, in so far as they relate to damage, will continue to apply according to their nature following the termination or dissolution of every Agreement.

### Article 3 EIPA Quotations

1. All Quotations will be free of obligation, unless a term for acceptance is stated.
2. The prices in every Quotation referred to will be exclusive of and not subject to Dutch VAT and/or other government levies, as well as any costs to be incurred within the context of the Agreement, including dispatch and administration costs, unless stated otherwise.
3. EIPA will never be bound to an acceptance that deviates from the offer included in the Quotation, irrespective of whether the deviation concerns only minor points. EIPA will consider every acceptance deviating from the offer as a new offer, concerning which the parties will enter into further consultations, unless EIPA accepts this new offer in writing immediately following receipt.
4. A composite Quotation will not oblige EIPA to perform part of the assignment for a corresponding part of the stated price.
5. Every Quotation will apply to the assignment in question. Consequently, no rights may be derived from Quotations for future assignments.

### Article 4 Performance of the agreement

1. EIPA will perform the Agreement to the best of its knowledge and ability, all on the basis of the current state-of-the-art technology.
2. If and in so far as required for a satisfactory performance of the Agreement, EIPA will be entitled to engage third parties for certain work.
3. These Conditions have been partly stipulated for the benefit of all persons, including third parties, which have been engaged for the performance of any assignment for the benefit of the Client.
4. The Client will ensure that all data which EIPA indicates are necessary or which the client should reasonably understand are necessary for the performance of the Agreement are issued to EIPA on time. If the data necessary for the performance of the Agreement are not issued to EIPA on time, EIPA will be entitled – following proper and timely notification thereof to the Client – to suspend performance of the Agreement and to charge the Client for the extra costs arising from the delay.
5. If it has been agreed that the Agreement will be performed in phases, EIPA may postpone performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
6. If in the context of the assignment, work is performed by EIPA or third parties engaged by EIPA at the client's location, or a location designated by the Client, the Client will provide any reasonable facilities desired by the employees of EIPA or the third parties free of charge.

### Article 5 Amendment of the Agreement

1. If during the performance of the Agreement it proves necessary to amend or supplement the work to be carried out for a proper performance, the parties will adjust the Agreement accordingly in mutual consultation and good time, also with respect to the financial and/or qualitative consequences of these amendments.
2. If the parties agree that the Agreement will be amended or supplemented, the completion time of the services to be performed by EIPA may be affected as a result. EIPA will inform the Client of such as soon as possible.

### Article 6 Performance period

If a period has been agreed for the completion of certain work within the course of the Agreement, this period may never be considered a deadline. If a performance period is exceeded, the Client must, if necessary, issue EIPA with a written notice of default.

### Article 7 Fees and costs

1. When concluding the Agreement, the parties will, in principle, agree a fixed fee.
2. If no fixed fee is agreed, the fee for the work to be performed will be determined on the basis of the time actually spent multiplied by the agreed fee per time unit.
3. The fee and any cost estimates will be exclusive of and not subject to Dutch VAT.
4. Moreover, if a fixed fee has been agreed, EIPA may increase the fee if it turns out during the performance of the work that the originally agreed or expected amount of work was estimated incorrectly to such an extent when the agreement was concluded – and such is not attributable to EIPA – that EIPA may no longer be reasonably expected to perform the agreed work for the originally agreed fee. In that case, EIPA will inform the Client on time of the intention to increase the fee. In so doing, EIPA will state the size of the increase and the date on which this increase will take effect.

### Article 8 Invoicing and payment

1. Payment must be made in euros within 30 days of the invoice date in a manner to be designated by EIPA. Objections to the level of invoices will not suspend the payment obligation.
2. An advance of at least 20% may be charged when the assignment begins. The parties may agree that EIPA charges the costs owed periodically.
3. If the Client fails to pay within 30 days of the invoice date, it will be in default by operation of law without a further default notice being required. The Client will then owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will apply. The interest on the exigible amount will be calculated from the time that the Client is in default to the time of settlement of the exigible amount in full.
4. In the event of winding-up, involuntary liquidation, attachment or a suspension of payments on the part of the Client, the claims of EIPA against the Client will be exigible forthwith.

### Article 9 Collection costs

If the Client is in omission or default in fulfilling one or more of its obligations, all possible financial loss to be suffered by EIPA, including reasonable costs for obtaining settlement out of court, will be charged to the Client. The Client will in any case owe collection costs should EIPA have to transfer a financial claim to a third party. The collection costs will be calculated in accordance with the generally recognised methods in collection cases in the Dutch legal system. The Client will owe interest on the collection costs incurred.

### Article 10 Inspection, complaints

1. If the assignment is not performed in accordance with the Agreement, the Client should inform EIPA of such in writing within eight days of discovering this fact, but no later than 14 days following completion of the work in question. The notification must specify the defect in as much detail as possible, so that EIPA will be able to respond satisfactorily.
2. If EIPA considers the complaint well-founded, it will perform the work agreed as yet, unless this has now become demonstrably meaningless for the Client. In that case, the Client must notify EIPA thereof in writing.
3. If performing the agreed work as yet is no longer possible or meaningless, EIPA will be liable for the damage suffered by the Client only within the limits of Article 14.

### Article 11 Termination

1. Both parties may terminate the Agreement at all times in writing within the agreed period. Unless agreed otherwise, a notice period of one month will apply.
2. If the Client terminates the Agreement prematurely, it will be obliged in any event to pay all invoices for the work performed by EIPA up to the time of termination. The provisional

results of the work performed up to the time of termination will be made available to the Client only following payment.

3. If EIPA terminates the Agreement prematurely, it will ensure, in consultation with the Client, the transfer of the work still to be performed to third parties and that the provisional results of the work performed up to the time of termination will be made available to the Client, unless the termination is based on facts and circumstances attributable to the Client.
4. If the transfer of the work to a third party results in extra costs, such costs will be charged to the terminating party. Moreover, any costs incurred for the purpose of the Agreement may also be charged.

#### **Article 12 Suspension and dissolution**

1. EIPA will be entitled to suspend the fulfilment of its obligations with immediate effect if:
  - (i) the Client fails to fulfil its obligations ensuing from the Agreement or fails to perform them in full;
  - (ii) following the conclusion of the agreement EIPA learns of circumstances that provide reasonable grounds for fearing that the Client will not fulfil its obligations. If there is good reason to fear that the Client will perform its obligations only in part or will not perform them properly, suspension will be permitted only in so far as justified by the relevant failure;
  - (iii) the Client is requested to provide security at the conclusion of the Agreement for the fulfilment of its obligations arising from the Agreement and this security is not forthcoming or is insufficient.
2. At the same time as providing the Client with a detailed notification of the suspension, EIPA will give the Client a one-month period in which to remedy the situation giving rise to the suspension and to fulfil as yet the obligations arising from the Agreement.
3. With due observance of the provisions of paragraphs 1. and 2. of this article, EIPA – in the event of a continued failure by the Client to fulfil its obligations in a manner acceptable to EIPA – will be entitled to dissolve the Agreement, wholly or in part, with immediate effect, by sending the Client an extrajudicial declaration for that purpose.
4. Following dissolution of the Agreement, any existing claims of EIPA against the Client will be exigible forthwith. If EIPA suspends the fulfilment of any existing obligations arising from the Agreement, it will retain its rights and claims pursuant to law and the Agreement.
5. EIPA retains its right at all times to claim damages from the Client.

#### **Article 13 Return of items made available**

1. If EIPA has made items available to the Client for the purpose of the performance of the Agreement, including designs, sketches, drawings, films, software, files, electronic or otherwise, etc., the Client will be obliged to return the items to EIPA within 14 days of the termination of the assignment, in their original condition, free of defects and complete.
2. If the Client remains in default, for whatever reason, following a warning issued for that purpose with respect to the obligation referred to in paragraph 1 of this article, EIPA will be entitled to recover from the Client the resulting damage and costs, including the costs of replacement.

#### **Article 14 Liability**

1. If EIPA should be liable, this liability will be limited to what is provided for in this stipulation, without prejudice to what is provided for elsewhere in the Agreement or in these Conditions.
2. EIPA will never be liable for damage, of whatever nature, resulting from the fact that the Client provided incorrect and/or incomplete data, unless it has been established that EIPA should have been aware of this incorrectness or incompleteness.
3. EIPA will never be liable for indirect damage, including consequential damage, loss of profits, loss of savings, costs resulting from absenteeism and damage due to an interruption within its organisation.
4. If EIPA is liable for direct damage, that liability will always be limited to the amount of the fee owed for the assignment to which the liability applies, with a maximum of € 2,268,901 (in words: two million two hundred and sixty-eight thousand nine hundred and one euros). The liability will be limited at all times to the maximum amount to be paid out by EIPA's insurer in the case in question.
5. In contrast to what is stipulated in paragraph 4 of this article, in the case of an assignment with a duration exceeding six months, the liability will be additionally limited to the fees owed for the last six months.
6. Direct damage will be understood to mean only the following:
  - (i) the reasonable costs incurred in assessing the cause and scope of the damage, in so far as that assessment relates to damage within the meaning of these Conditions;
  - (ii) any reasonable costs incurred in order to ensure that EIPA's defective performance conforms to the Agreement, unless this defective performance cannot be attributed to EIPA;
  - (iii) the reasonable costs incurred to prevent or limit damage, in so far as the Client demonstrates that such costs have resulted in the limitation of direct damage as referred to in these Conditions.
7. The limitations of liability with respect to direct damage laid down in these Conditions will not apply if the damage is attributable to an intentional act or omission or gross negligence on the part of EIPA or its employees.
8. The Client will indemnify EIPA against any claims of third parties that incur damage relating to the performance of the Agreement and which is attributable to the Client.

#### **Article 15 Force majeure**

1. The parties will not be obliged to fulfil any obligation if they are prevented from doing so as a consequence of a circumstance that may be considered *force majeure*, and which is not for their account pursuant to the law, a juristic act or generally accepted practice.  
In these Conditions, *force majeure* will be taken to mean – in addition to its definition in law and legal precedents – all external causes, foreseen or unforeseen, which EIPA cannot influence, but as a result of which EIPA is unable to perform its obligations, including, but not limited to, for instance, illness on the part of an expert engaged. Such will also include strikes at EIPA.
2. EIPA will also be entitled to invoke *force majeure* if the circumstance preventing performance, further performance or timely performance, arises after EIPA should have performed its obligations.
3. The parties may suspend the obligations ensuing from the Agreement during the period that the *force majeure* continues. If this period continues for more than two months, either party will be entitled to dissolve the Agreement with immediate effect, without being obliged to pay the other party damages.
4. In so far as EIPA has partly performed its obligations ensuing from the Agreement or will be able to do so at the time that any form of *force majeure* occurs, EIPA will be entitled to invoice the part performed or to be performed separately. In that case, the Client will be obliged to settle this invoice as if it was a separate agreement.

#### **Article 16 Confidentiality**

1. Both parties will be obliged to observe secrecy with respect to all confidential information which they may have obtained from one another or from another source in the context of the Agreement. Information will be considered confidential if the other party has expressly reported such or if such follows from the nature of the information.  
In any event, the information should remain confidential during a period of six months following the expiry of the Agreement, irrespective of any termination.
2. If EIPA is obliged pursuant to a statutory provision or a judicial decision to provide third parties designated by law or by the competent court with confidential information and EIPA is unable to invoke a right to decline to provide information acknowledged or allowed by law or by the competent court, EIPA will not be obliged to compensate the Client or to pay it damages and the Client will not be entitled to dissolve the Agreement on the basis of any damage that may have arisen as a consequence.

#### **Article 17 Intellectual property and copyrights**

1. Without prejudice to the other provisions of this Agreement, EIPA reserves the rights and powers accruing to it on the basis of the applicable statutory provisions relating to intellectual property rights, including those pertaining to copyrights, design laws, trademark rights, patents, trade name rights, or database rights, unless otherwise agreed between the parties in this respect in writing. In so far as such a right may be obtained only by application or registration, EIPA will be exclusively authorised for that purpose.
2. All documents and items issued by EIPA, such as reports, advice, agreements, designs, sketches, drawings, software, etc. are intended for use only by the Client, and the Client may not copy, make public or inform third parties of such without the prior permission of EIPA, unless the nature of the documents issued dictates otherwise.
3. EIPA will retain the right to use any knowledge acquired during the performance of the work for other purposes, in so far as such does not involve passing confidential information to third parties.
4. The Client will indemnify EIPA against claims of third parties relating to intellectual property rights to materials or data issued by the Client used during the performance of the agreement.
5. If the Client provides EIPA with data carriers, electronic files or software, etc., the Client will guarantee that these items are free of viruses and defects.

#### **Article 18 Applicable law**

The Agreement of which these Conditions are part will be governed by Dutch law.

#### **Article 19 Disputes**

1. The court with territorial jurisdiction in the District of Maastricht, the Netherlands, will be exclusively competent to take cognisance of any disputes. Nevertheless, EIPA will be entitled to submit the dispute to the competent court in accordance with law.
2. The parties will resort to the courts only after they have made every demonstrable effort – whether or not by engaging an independent mediator – to solve the dispute in mutual consultation.

#### **Article 20 Amendment, interpretation and location of the Conditions**

1. These Conditions have been filed at the office of the Chamber of Commerce for South Limburg in Maastricht.
2. In the event of a difference of interpretation of the content and meaning of these Conditions, the Dutch text will always have preference.
3. The version of these Conditions applicable at the time of the conclusion of the Agreement will apply. The most recently filed version will apply if the Client has received this version and has approved of it in writing.