

PARTICULAR CONDITIONS

The Conditions of Contract comprise the "General Conditions", which form part of the "Client/Consultant Model Services Agreement" Fourth Edition 2006 published by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC), and the following "Particular Conditions", which include amendments and additions to such General Conditions.

Particular Conditions Part A and B

The numbering of the Clauses of the Particular Conditions follows the numbering of the Clauses of the General Conditions. Part A and Part B of the Particular Conditions are combined in the Particular Conditions as stated hereafter.

Clause	Subject	Particular Conditions
1.1.1	"Agreement"	Change to: <i>"means the Contract Agreement, the Conditions of Contract [Particular and General Conditions], Appendix 1 [Scope of Services], Appendix 2 [Personnel, Equipment, Facilities and Services of Others to be provided by the Client], Appendix 3 [Remuneration and Payment], Appendix 4 [Time Schedule for Services], Appendix 5 [Model Non-Disclosure Agreement], Appendix 6 [Bank Guarantee], the Consultant's Proposal, and all further documents (if any) that are listed in the Contract Agreement."</i>
1.1.2	The Project is	Engineering Advisor, as described in the Request for Proposal and Appendix 1.
1.1.10	Commencement Date	The effective date as described in Clause 4.1.
1.1.11	Time for Completion	Replace with: <i>"means the time period or end date stated in these Particular Conditions."</i> Time for Completion: Same date as completion of the Capital Programme (current estimate, Q4 2026).
1.1.16	"Letter of Proposal"	Add new definition:

		<i>"means the document entitled Letter of Proposal, which was submitted by the Consultant to the Client."</i>
1.1.17	"Contract Agreement"	Add new definition: <i>"means the Contract Agreement referred to in Clause 4.1.1 [Agreement Effective]."</i>
1.1.18	"Consultant's Proposal"	Add new definition: <i>"means the document entitled Proposal, which the Consultant submitted with the Letter of Proposal, as included in the Agreement."</i>
1.1.19	"Rely Upon Information"	Add new definition: <i>"means the documents provided to the Consultant by the Client and/or its designated parties (e.g. PMCM, Design Consultants) and designated as such in the Agreement, in any of its Appendices or attachments or at the time the documents are provided and formally instructed by the Client and/or its designated parties (e.g. PMCM, Design Consultants) to the Consultant, and upon which the Consultant shall rely to provide the Services."</i>
1.1.20	"Consultant's Representative"	Add new definition: <i>"means the person named by the Consultant in the Agreement or appointed from time to time by the Consultant under Clause 1.13 who is authorised to act on behalf of the Consultant."</i>
1.1.21	"Consultant's Deliverables"	Add new definition: <i>"All documents and data to be provided by or on behalf of the Consultant as part of the Services."</i>
1.1.22	"Airport"	Add new definition:

		<i>"Amsterdam Airport Schiphol, the airport operated by the Client and located at Schiphol, Haarlemmermeer, the Netherlands."</i>
1.1.23	"Public Official"	<p>Add new definition:</p> <p>(a) <i>"any (former) official or employee of any (foreign) government agency or government-owned or controlled enterprise, including members of the judiciary branch;</i></p> <p>(b) <i>any person performing a public function, including any member of a royal or ruling family;</i></p> <p>(c) <i>any official or employee of a public international organisation, or any department or agency of such a public international organisation, such as the World Bank;</i></p> <p>(d) <i>any candidate for political office;</i></p> <p>(e) <i>any political party or an official of a political party; or</i></p> <p>(f) <i>anyone acting in an official capacity on behalf of any of the foregoing (whether paid or unpaid)."</i></p>
1.1.24	"Bank Guarantee"	<p>Add new definition:</p> <p><i>"means the bank guarantee as referred to in Clause 3.8 [Bank Guarantee]."</i></p>
1.1.25	"Variation"	<p>Add new definition:</p> <p><i>"means any change to the Services, which is instructed or approved as a Variation under Clause 4.3 [Variations]."</i></p>
1.1.26	"Sub-Consultants"	Add new definition:

		<i>"means any person or entity named in the Agreement as a sub-consultant, or any person or entity appointed as a sub-consultant, to provide a part of the Services; and the legal successors in title to each of these persons or entities."</i>
1.1.27	"Request for Proposal"	Add new definition: <i>"means the request for proposal (if any) provided by the Client to the Consultant during the tender procedure excluding the Appendices'.</i>
1.3	Language for Communications	Clause 1.3.1: <i>"The main language for communication is English."</i>
1.4	"Law and language"	Clause 1.4.1: The ruling language is English. The governing law is Dutch. Add new Clause 1.4.2: <i>"If any part of the Agreement is drawn up in more than one language, the version that is in the ruling language as stipulated in Clause 1.4.1. shall prevail."</i> Add new Clause 1.4.3. <i>"Appendix 1 [Scope of Services] may include a list of documents that will only be provided by the Client in Dutch (such as permits and other (local) government documents). If so, the Consultant shall make all the necessary arrangements that are necessary to ensure that the Consultant and Consultant's personnel are able to use and apply such documents. In case the Consultant provides for translations of such documents, the Dutch language shall prevail at all times".</i>

1.6	"Assignment and Sub-Contracts"	<p>Add new Clause 1.6.4:</p> <p><i>"The Consultant shall not engage a Sub-Consultant for providing any part of the Services without the prior written consent of the Client; with the exception of specialists as listed in clause 2.3.4 of Appendix 1 [Scope of Services] who may be hired as a Sub-Consultant in accordance with clause 2.5.7."</i></p> <p>Add new Clause 1.6.5:</p> <p><i>"The Consultant shall at all times be responsible and liable for any act, default or neglect of any Sub-Consultant which the Consultant engages for the provision of the Services."</i></p> <p>Add new Clause 1.6.6:</p> <p><i>"The Client may prescribe that the Consultant shall sub-contract a specified part of the Services to a nominated Sub-Consultant."</i></p>
1.7	"Copyright"	<p>Rename the Clause "Copyright and License".</p> <p>Add new clauses: "1.7.2 The Consultant shall be deemed (by signing the Agreement) to give to the Client a perpetual non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Consultant's deliverables, including making and using modifications of them for any purpose relating to the Project.</p> <p>1.7.3 Any aids and documents made available by the Client shall remain the property of the Client. The Consultant shall not without the prior written consent of the Client use or allow the use of any documents or aids made available to him by the Client for any other purpose than for providing the Services.</p> <p>1.7.4 The Consultant shall refrain from using, in any form of publication or otherwise, the Client's name, the brand name</p>

		<i>of Amsterdam Airport Schiphol, Schiphol Group or any other intellectual property right belonging to, or in use by, the Client or Royal Schiphol Group N.V., without the Client's prior written consent."</i>
1.8.	"Notices"	Delete in Clause 1.8.1: <i>"or facsimile message" and "or by telex subsequently confirmed by letter."</i>
1.8.2.	<p>"Client's address"</p> Name and position E-mail Telephone number Consultant's address Name and position E-mail Telephone number	Add new Clause 1.8.2: <i>"Notices under or in connection with this Agreement shall be served at the address stated below:</i> Schiphol Nederland B.V. Evert van de Beekstraat 202 1118 CP Schiphol [•] [•] [•] [•] [•] [•] [•] [•]"
1.9	"Publication"	Delete Clause 1.9

1.10	"Corruption and Fraud"	<p>Replace Clauses 1.10.1 and 1.10.2 with:</p> <p><i>"1.10.1 In the performance of obligations under this Agreement, the Consultant and its agents and employees shall comply with all applicable anti-corruption laws, rules, regulations and orders of any applicable jurisdiction, including but not limited to the Dutch Criminal Code (Wetboek van Strafrecht), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, and the Bribery Act 2010 of the United Kingdom.</i></p> <p><i>1.10.2 The Consultant hereby represents, warrants and covenants that it has not and will not receive or offer, pay or promise to pay either directly or indirectly, anything of value to a Public Official in connection with the services contemplated by this Agreement or in connection with any other business transactions involving the Client. Furthermore, the Consultant shall notify the Client immediately in writing with full particulars in the event that the Consultant receives a request from any Public Official which would or might violate its obligations under this Clause."</i></p> <p><i>1.10.3 The Consultant shall promptly inform either the Client or the European Investment Bank (a financier of the project that the Contract pertains to) of a genuine allegation, complaint or information with regard to criminal offences related to the project. The Consultant shall keep books and records of all financial transactions and expenditures in connection with the project. The Client is entitled, in relation to an alleged criminal offence, to review the books and records of the Consultant in relation to the project and to take copies of documents to the extent permitted by law, or to designate the European Investment Bank to exercise that right on the Contractor's behalf. For</i></p>
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		<i>the purpose of this clause criminal offence means fraud, corruption, coercion, collusion, obstruction, money laundering, financing of terrorism. "</i>
1.11	"Compliance with the Client's rules and regulations"	<p>Add new Clause 1.11:</p> <p><i>"1.11.1 To the extent that the Consultant needs to have access to the Airport to perform its obligations under the Agreement, the Consultant and its agents and employees shall comply with the rules and regulations applying at the Airport, including the Schiphol Regulations, including annexes thereto, (Schipholregels) and the Schiphol Pass Conditions (Schipholpasvoorwaarden). The prevailing versions of the Schiphol Regulations and the Schiphol Pass Regulations are available through the Client's website www.schiphol.nl.</i></p> <p><i>1.11.2 The Consultant shall ensure that its agents and employees are provided with the documents required for accessing the parts of the Airport that are not publicly accessible.</i></p> <p><i>1.11.3 The Consultant shall ensure that the presence of its agents and employees shall not hinder the activities of the Client and third parties at the Airport."</i></p>
1.12	"Compliance with the Client's Supplier Code"	<p>Add new Clause 1.12:</p> <p><i>"1.12.1 The Consultant shall ensure that its agents and employees shall comply with the prevailing version of the Client's Supplier Code on integrity and corporate responsibility (Leverancierscode Schiphol Group). The prevailing version of the Client's Supplier Code is available through the Client's website https://www.schiphol.nl/en/schiphol-regulations."</i></p>

1.13	"Joint and Several Liability"	<p>Add new Clause 1.13:</p> <p><i>"1.13.1 If the Consultant constitutes (under applicable laws) a joint venture, syndicate, alliance or other unincorporated grouping of two or more persons:</i></p> <p>(g) <i>these persons shall be deemed to be jointly and severally liable to the Client for the performance of the Agreement;</i></p> <p>(h) <i>these persons shall notify the Client of their jointly appointed Consultant's Representative who shall have authority to bind the Consultant and each of these persons; and</i></p> <p>(i) <i>the Consultant shall not alter its composition or legal status without the prior written consent of the Client.</i></p>
1.14	"Confidentiality"	<p>Add new Clause 1.14:</p> <p><i>"1.14.1 The Consultant shall keep confidential vis-à-vis third parties any information about or from the Client obtained in connection with the entering into or performance of this Agreement. The preceding sentence shall not apply (1) to information that can be obtained from publicly available sources, (2) to information the Consultant shares with third parties necessary for its performance of the Services, provided that the Client has given its prior written consent and (3) to the extent that disclosure is required pursuant to any Dutch statutory law provision or a binding decision of a court or another government authority, the Consultant shall consult the Client prior to any necessary disclosure about the form and contents of the disclosure.</i></p> <p><i>1.14.2 The Consultant shall forfeit an immediately due and payable penalty of € 50,000.00 (fifty thousand) for every breach of this Clause, plus an additional sum of € 5,000.00 (five thousand) for each subsequent day (or part of the day) that the breach continues, without prejudice to any other</i></p>

		<p><i>claims the Client may have against the Consultant, including any claims for compensation or damages.</i></p> <p><i>1.14.3 The Consultant shall impose the same confidentiality obligation as stipulated in this Clause on its agents, its employees and, where applicable, third parties which the Consultant involves or engages in connection with the entering into or performance of the Agreement."</i></p>
1.15	"Priority of Documents"	<p>Add new Clause 1.15:</p> <p><i>"1.15.1 The documents forming the Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following ranking, whereby a document ranked higher prevails over a document ranked lower:</i></p> <ul style="list-style-type: none"> <i>(a) the Contract Agreement including all information notices issued by the Client during the tender procedure;</i> <i>(b) the Particular Conditions;</i> <i>(c) the General Conditions;</i> <i>(d) the Appendices;</i> <ul style="list-style-type: none"> <i>1. Scope of Services</i> <i>2. Personnel, Equipment, Facilities, and Services of Others to be provided by the Client</i> <i>3. Remuneration and Payment</i>

		<p>4. <i>Time Schedule for Services</i></p> <p>5. <i>Model Non-Disclosure Agreement</i></p> <p>6. <i>Bank Guarantee</i></p> <p>(e) <i>the Letter of Proposal;</i></p> <p>(f) <i>the Consultant's Proposal and any other documents forming part of the Agreement.</i></p> <p>1.15.2 <i>Any general terms and conditions of the Consultant, in whatever form or name, shall not apply."</i></p>
2.1	"Information"	<p>Add new Clause 2.1.2:</p> <p><i>"The Consultant shall scrutinise any Rely Upon Information provided by the Client, which in any event includes the information in Appendices 1 - 6. The Consultant shall give notice to the Client of any error, fault or other defect found in the Rely Upon Information and shall propose possible remedies as soon as possible, but in any event</i></p> <p>(a) <i>within no more than fourteen (14) days after the effective date of the Agreement for Rely Upon Information that was provided to the Consultant before or on the effective date of the Agreement, and</i></p> <p>(b) <i>in respect of any other Rely Upon Information, within no more than fourteen (14) days after receipt.</i></p> <p><i>If the Consultant suffers delays and/or incurs costs as a result of an error, fault or other defect in the information provided by the Client, and an experienced Consultant exercising due care would not have discovered the error when scrutinising the information, the Consultant shall give notice to the Client</i></p>

		<i>pursuant to Sub-Clause 4.4 [Extension of Time for Completion]."</i>
2.2.	"Decisions"	<p>Add the following text to the end of Clause 2.2:</p> <p><i>"Any decisions given by the Client shall not relieve the Consultant of any of its responsibilities or liabilities under this Agreement."</i></p>
2.3.	"Assistance"	<p>Add the following text to the end of Clause 2.3:</p> <p><i>"The Client's obligations under this Clause shall be limited to that which is reasonable and which can be carried out at minimal or no cost to the Client."</i></p>
2.4	"Client's Financial Arrangements"	Delete Clause 2.4.1.
3.2	"Normal, Additional and Exceptional Services"	<p>Delete in Clause 3.2.2:</p> <p><i>"but which are necessarily performed by the Consultant in accordance with Clause 4.8."</i></p> <p>Add new Clause 3.2.3:</p> <p><i>"The provision of Additional and Exceptional Services must be instructed in writing by the Client and shall be dealt with in accordance with Clause 4.3."</i></p>
3.3	"Duty of Care and Exercise of Authority"	<p>In Clause 3.3.1, replace " <i>have no other responsibility than to exercise reasonable skill, care and diligence</i>" with "<i>exercise the skill, care and diligence to be expected of an experienced, competent and prudent consultant.</i>"</p> <p>Change Clause 3.3.2 to Clause 3.3.4 and add new Clauses 3.3.2, 3.3.3 and 3.3.5:</p> <p><i>"3.3.2 The Consultant shall carry out, and be responsible for, the performance of the Services including the provision of the</i></p>

		<p><i>Consultant's Deliverables. The Consultant will act as the highest body of knowledge in relation to the Services it provides and will carry end responsibility for ensuring that the deliverables supplied to him for reviewing reach an adequate quality level. The Consultant therefor guarantees its utmost endeavours to scrutinize Rely upon Information in order to provide the Client with high quality advice; not only in relation to peer reviews, but also when answering any queries it receives. The Consultant warrants that it has the skill, experience and capability necessary to provide the Services. The Consultant undertakes that it, its agents and its employees shall be available to attend discussions with the Client at all reasonable times.</i></p> <p><i>3.3.3 The Consultant undertakes that the performance of the Services and the Consultant's Deliverables will at all times be in accordance with:</i></p> <p><i>(a) the applicable laws,</i></p> <p><i>(b) the Agreement, including the standards and regulations referred to in the Agreement, as altered or modified by Variations.</i></p> <p><i>3.3.5 The Consultant shall immediately notify the Client of any anticipated or actual problems, issues or concerns involving the Services and the Project (which are known to the Consultant) and shall make prompt recommendations with respect thereto."</i></p>
3.5.	"Supply of Personnel"	<p>Add new Clauses:</p> <p><i>" 3.5.2 All personnel that, due to the performance of the Services, will need to have insight in the Client's confidential documents shall be screened by the Consultant before assuming their duties. For each individual, a Certificate of</i></p>

		<p><i>Conduct (Verklaring Omtrent het Gedrag) from the Ministry of Justice or equivalent shall be submitted to the Client.</i></p> <p><i>3.5.3 Consultant shall ensure that insight in the Client's confidential documents shall be strictly limited to the least amount of personnel possible.</i></p> <p><i>3.5.4 All personnel that will obtain insight in the Client's confidential documents shall sign an NDA on an individual basis – this NDA can be found in Appendix 5. All conditions stipulated in Clause 1.14 apply here. The Consultant shall provide copies of all signed NDA's to the Client."</i></p>
3.7.	"Changes in personnel"	<p>Replace Clause 3.7 with:</p> <p><i>"3.7.1. The Client reserves the right to, at its own discretion, replace personnel appointed by the Consultant to perform the Services.</i></p> <p><i>3.7.2. Any and all personnel start with a 60 day probation period during which period the Client may demand replacement personnel without a notice period or reasons.</i></p> <p><i>3.7.3. After completion of the probation period the Client may, at its written request, demand replacement any and all personnel with a notice period of fourteen (14) days, unless necessary circumstances require a shorter notice. Such notice shall state reasons (non-exhaustive), if any, for replacement.</i></p> <p><i>3.7.4. If it is necessary to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person of comparable competence as soon as reasonably possible. In this respect the Consultant shall deliver a curriculum vitae to the Client within two (2) work days, after which an interview shall take place. The Client reserves the right to, at its discretion, decline the suggested replacement and shall state reasons (non-exhaustive), if any. If the Client declines the suggested replacement, the</i></p>

		<p><i>Consultant shall immediately deliver a new curriculum vitae to the Client, after which a new interview shall take place.</i></p> <p><i>3.7.5. The cost and consequences of a replacement on request of the Consultant shall be borne by the Consultant. If the request of the replacement is requested by the Client, the Consultant will bear the cost, unless the Consultant can demonstrate that the reason for the replacement is not within the sphere of risk of the Consultant.</i></p> <p><i>3.7.6. The Consultant guarantees that to fulfil all its obligations towards the Consultant's personnel it employs for the execution of this Agreement, in particular its obligations to deduct and pay tax and social security contributions and to keep records under the Wage Tax Act of 1964 (Wet op de Loonbelasting 1964) and the Social Security Financing Act (Wet Financiering Sociale Verzekeringen). These obligations shall also include (i) accurate keeping of records, (ii) submission to the Client of the timesheets simultaneously with the invoice concerned, both in digital and hard-copy form, (iii) submission to the Client of copies of personal details (identity documents) of the persons performing the work, (iv) inclusion on invoices of the Consultant's wage tax and VAT number, and (v) providing the Client with a Statement of Good Payment Conduct (Verklaring omtrent het Betalingsgedrag) once every three months."</i></p> <p><i>In case the Consultant has a permanent establishment in the Netherlands, the following paragraph is added: " the Client shall pay the wage tax into the Consultant's blocked account."</i></p> <p><i>In case the Consultant has no permanent establishment in the Netherlands, the following three paragraphs apply:</i> <i>"The Consultant guarantees that:</i> <i>a) The Consultant does not have a permanent establishment in the Netherlands for the purposes of Dutch wage and/or turnover tax.</i></p>
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3.8	"Bank Guarantee"	Add new Clause 3.8.1:

		<p><i>"No later than the effective date of the Agreement the Consultant shall deliver to the Client a Bank Guarantee with a value of 5% of the total Appointment value. The Bank Guarantee will be attached to the Agreement as Appendix 6.</i></p> <p><i>This Guarantee shall remain valid until the Consultant has fulfilled all of its obligations under the Agreement."</i></p>
3.9	"Payment of taxes and premiums"	<p>Add new Clause 3.9:</p> <p><i>"3.9.1 The Consultant shall comply with its legal obligations to pay the premiums in respect of employee insurance schemes, national insurance premiums and payroll tax, to pay value added tax in relation to this Agreement, and, furthermore, shall comply with any applicable collective labour agreement.</i></p> <p><i>3.9.2 Upon the Client's first request, the Consultant shall submit a statement known as 'Proof of proper payment' issued by the tax authorities or the social security agency not more than three months prior.</i></p> <p><i>3.9.3 The Consultant shall keep accounts in such a way as to ensure transparency of the real labour costs for the agreed performance. The Client is at all times entitled to inspect such accounts.</i></p> <p><i>3.9.4 Where legislation concerning ultimate vicarious liability for payment of taxes and national insurance contributions or related legislation applies, the Client shall pay the payroll tax and premium components of every invoice directly into a guarantee account, or directly to the tax collector or a social security agency.</i></p> <p><i>3.9.5 If the Consultant uses the services of (employees of) a third party for the performance of this Agreement, the Consultant shall provide the Client with the social security numbers, passport copies and – where applicable – copies of</i></p>

		<i>work permits or residence permits of the relevant employees."</i>
3.10.	"Coordination"	<p>Add new Clause 3.10:</p> <p><i>"The Client may at any time employ one or more other parties for works or services in relation to the project that the Contract pertains to.</i></p> <p><i>The Client may appoint one or more parties to direct and manage the interface between and/or coordination of (a) activities of the Consultant and other parties that the Client has employed for the project and/or (b) other projects of the Client. Any appointments pursuant to this paragraph, and the activities of such appointed party or parties do not entitle the Consultant to any Variation.</i></p> <p><i>The Consultant shall comply with any and all reasonable instructions, regulations, measures, working procedures etc. issued by the party or parties appointed by the Client in accordance with the previous paragraph."</i></p>
4.1	"Agreement Effective"	<p>Replace Clause 4.1.1 with:</p> <p><i>"The Agreement is effective as of the date of the latest signature necessary to complete the execution of the Contract Agreement."</i></p>
4.2	"Commencement and Completion"	<p>Replace Clause 4.2 title with "Commencement, Progress, Completion and Delay Damages"</p> <p>Add new Clauses:</p> <p><i>"4.2.2 If, at any time:</i></p> <p><i>(a) actual progress is too slow to complete within the Time for Completion, and/or</i></p>

		<p>(b) <i>progress has fallen (or will fall) behind the current programme under Appendix 4 [Time Schedule for Services],</i></p> <p><i>other than as a result of a cause listed in Clause 4.4.2 [Extension of Time for Completion], then the Client may instruct the Consultant to submit a revised programme and supporting report describing the revised methods which the Consultant proposes to adopt in order to expedite progress and to complete within the Time for Completion.</i></p> <p><i>4.2.3 Unless the Client notifies otherwise, the Consultant shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of the Consultant's personnel.</i></p> <p><i>4.2.4 The Client shall verify that the Services have been completed in accordance with the Agreement, including the matters described in Appendix 1 [Scope of Services], the Rely Upon Information and the Time for Completion as agreed by the Parties."</i></p>
4.3	"Variations"	<p>Replace Clauses 4.3.2 and 4.3.3 with:</p> <p><i>"4.3.2 The Consultant shall execute and be bound by each Variation, unless it promptly gives notice to the Client stating (with supporting particulars) that it will have an adverse impact on the performance of the Services. Upon receiving this notice, the Client shall cancel, confirm or vary the instruction.</i></p> <p><i>4.3.3 To the extent that Appendix 3 [Remuneration and Payment] provides for a fixed price lump sum payment, the Consultant shall be entitled to additional remuneration in accordance with Appendix 3 [Remuneration and Payment] and on the basis of the prices and rates specified in the Consultant's Proposal."</i></p>

		<p>Add new Clauses:</p> <p><i>"4.3.4 If the Client requests a proposal, prior to instructing a Variation, the Consultant shall respond in writing within five (5) days or as otherwise agreed, either by giving reasons why it cannot comply (if this is the case) or by submitting its proposal.</i></p> <p><i>4.3.5 The Client shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. The Consultant shall not delay any work whilst awaiting a response.</i></p> <p><i>4.3.6 Each instruction to execute a Variation, with any requirements for the recording of costs, shall be issued by the Client to the Consultant, which shall acknowledge receipt.</i></p> <p><i>4.3.7. Approval of a Variation requested by the Consultant is only valid if it is provided by the Client in written form.</i></p> <p><i>4.3.8. The Consultant shall proceed with the execution of the instructed Variation pending the Client's response, unless the Client has instructed the Consultant otherwise."</i></p>
4.4	"Delays"	<p>Replace Clause 4.4 with:</p> <p><i>"4.4.1 The Consultant shall be entitled to an extension of the Time for Completion and/or compensation of additional fees if and to the extent that completion of the Services is or will be delayed by any delay, impediment or prevention caused by or attributable to the Client.</i></p> <p><i>4.4.2 If the Consultant considers itself entitled to an extension of the Time for Completion, the Consultant shall send a notice to the Client, as soon as practicable and no later than fourteen (14) days after the Consultant was made aware or should have been aware of the event or circumstance delaying the Services. The Consultant shall</i></p>

		<p><i>also provide the Client with all supporting documentation substantiating the claim as soon as practicable, but no later than twenty-one (21) days after the Consultant was made aware or should have been aware of the event or circumstance delaying the Services.</i></p> <p><i>4.4.3 If the Consultant fails to send the notice to the Client within fourteen (14) days, the Consultant shall not be entitled to an extension of the Time for Completion nor to additional payments, and the Client shall be discharged from all liability in connection with the claim.</i></p> <p><i>4.4.4 Within twenty-one (21) days after receiving a claim or any further particulars supporting a previous claim, the Client shall either accept the claim or reject it with detailed reasons. It may also request any necessary further particulars, but shall nevertheless give its response on the principles of the claim within this period.</i></p> <p><i>4.4.5 Should the Consultant disagree with the Client's response, the dispute shall be resolved in accordance with Clause 8 [Disputes]."</i></p>
4.6	"Abandonment, Suspension or Termination"	<p>Replace Clause 4.6 with:</p> <p><i>"4.6.1 The Client is entitled, at its discretion, to suspend the performance of the Agreement (including suspending its payment obligations) or to terminate the Agreement in whole or in part by means of a registered letter without any obligation on the Client's part to pay compensation, in the following cases:</i></p> <p><i>(a) suspension of payment (surseance van betaling) or bankruptcy of the Consultant or a filing to that effect;</i></p> <p><i>(b) the sale or dissolution of the Consultant's company;</i></p>

		<p>(c) <i>the withdrawal of the Consultant's licences required for the performance of this Agreement;</i></p> <p>(d) <i>seizure (beslag) of a substantial part of the business resources of the Consultant or of business resources required by the Consultant for the performance of this Agreement;</i></p> <p>(e) <i>failure of the Consultant to perform any of its obligations under this Agreement and, in so far as performance is not permanently or temporarily impossible, failure of the Consultant to perform an obligation within a period of fourteen (14) days after having been given written notice of default by the Client.</i></p> <p>4.6.2 <i>All claims of the Client against the Consultant shall become fully due and immediately payable if the Client terminates this Agreement based on this Clause.</i></p> <p>4.6.3. <i>The Client shall be entitled, at its discretion, to terminate the Agreement at any time for convenience by given notice of such termination to the Consultant. Upon termination the Client is bound to refund to the Consultant, calculated according to the state of its activities at the moment that the termination comes into effect: a) the remuneration for the Services performed, b) all costs reasonably made and yet to be made following from obligations which the Consultant has already taken upon him with a view to the further fulfilment of the Services under the Agreement."</i></p>
4.7	"Corruption and Fraud"	Delete Clause 4.7.
4.8	"Exceptional Services"	Replace Clause 4.8.1 with: "Upon the occurrence of circumstances described in Clause 4.5.1 any work or expense

		<p><i>by the Consultant over and above the Normal and Additional Services shall be regarded as Exceptional Services."</i></p> <p>Add at the end of Clause 4.8.2: "<i>which shall be determined in accordance with Clause 4.3."</i></p>
4.9	"Rights and Liabilities of Parties"	Replace reference to " <i>Clause 6.3</i> " with reference to " <i>Clause 6.2 and 6.3</i> ".
4.10	"Force Majeure"	<p>Add clause 4.10:</p> <p><i>"4.10.1 In case of Force Majeure the Agreement will be suspended for the duration of the Force Majeure, without paying compensation.</i></p> <p><i>4.10.2 The Consultant may only claim Force Majeure if the Consultant has informed the Client with a written notification (including supporting documents) as soon as reasonably possible.</i></p> <p><i>4.10.3 In case of Force Majeure, the Client is entitled, at its discretion, to terminate the Agreement in whole or in part after a period of thirty (30) days of giving written notice of default by means of a registered letter, without any obligation on the Client's part to pay compensation.</i></p> <p><i>4.10.4. In this Clause, "Force Majeure" means an exceptional event or circumstance:</i></p> <ul style="list-style-type: none"> <i>a) which is beyond a party's control,</i> <i>b) which a party could not reasonably have provided against before entering into the contract,</i> <i>c) which, having arisen, a party could not reasonably have avoided or overcome, and</i>

	Payment (percentage per day)	<p>In Clause 5.2.2, add <i>"The agreed compensation will be in accordance with the statutory interest."</i></p> <p>Replace Clause 5.2.3. with: <i>"The Client shall not withhold payment of any fee properly due to the Consultant without giving the Consultant a notice of its intention to withhold payment within a reasonable period."</i></p>
6.	"Liabilities"	<p>Replace Clause 6 with <i>"Liabilities and Indemnities"</i>:</p> <p><i>"6.1 Each Party shall be liable to the other Party for damages suffered by the other Party as a result of a failure to perform any of its obligations under this Agreement that is caused or attributable to that Party. Damages include all damages, losses, liabilities (also vis-à-vis third parties), costs (including reasonable legal costs and reasonable experts' and consultants' fees), charges, expenses, claims and demands assessed in accordance with Section 6.1.10 of the Dutch Civil Code, excluding any loss of profit, loss of revenue, loss of contract, loss of goodwill or loss of claim.</i></p> <p><i>6.2 The total liability of the Consultant to the Client, under or in connection with the Agreement, shall not exceed the amount as stated below:</i></p> <p><i>€ 10.000.000,-</i></p> <p><i>6.3 This Clause shall not limit liability in any case of fraud, wilful misconduct ("opzet") or gross negligence ("grove schuld") by a Party.</i></p> <p><i>6.4 The Consultant shall be liable for the duration as stipulated and in accordance with Dutch law.</i></p> <p><i>6.5 The Consultant shall indemnify the Client against all third party claims in relation to the Consultant's failure to comply with any of the obligations under the Agreement, as well as any acts or omissions of the Consultant, its agents</i></p>

		<i>and its employees in relation to the Agreement and which are attributable to the Consultant, including but not limited to claims in relation to wage tax and social insurance contributions. This indemnity includes any damages suffered or costs incurred by the Client in relation to any third party claim."</i>
7.1	"Insurance for Liability and Indemnity"	<p>Replace Clause 7.1.1 with:</p> <p><i>"The Consultant shall take out and maintain a professional liability insurance to provide cover against its liability under the Agreement, which should cover the minimum amount of € 10.000.000,-. The Consultant shall take out a public/third party liability insurance, which should cover the minimum amount of € 10,000,000,-.</i></p> <p><i>The Consultant shall provide copies of the insurance policies to the Client at the Client's request."</i></p> <p>Delete in Clause 7.1.2: <i>"known at the time of appointment"</i>.</p> <p>Delete Clause 7.1.3.</p>
7.2.	"Insurance of Client's Property"	<p>Delete in Clause 7.2.1: <i>"make reasonable efforts"</i>.</p> <p>Replace in Clause 7.2: <i>"at the time of appointment"</i> with <i>"at the time of the Client's request"</i>.</p> <p>Delete Clause 7.2.3.</p>
8	"Disputes and Arbitration"	Rename Clause 8 "Disputes" .
8.2	"Mediation"	<p>Delete Clause 8.2. and replace with:</p> <p><i>"8.2.1 Unless otherwise agreed between the Parties, either Party can file a request for mediation with the Netherlands Arbitration Institute ('NAI') in accordance with the NAI Mediation Rules. The NAI shall appoint a mediator from the</i></p>

		<p>panel list as attached to these Particular Conditions as Annex A.</p> <p>8.2.2 When the mediator has been appointed by the NAI, Parties shall engage to enter into a mediation agreement with the mediator based on the template agreement as attached to these Particular Conditions as Annex B and on the terms and conditions of engagement of the appointed mediator. The mediation will start not later than 10 days after the appointment of the mediator.</p> <p>8.2.3 The mediation shall be conducted in accordance with the NAI Mediation rules unless stated otherwise in this Sub-Clause 8.2. The appointed mediator shall be required to follow those rules but shall at any time be able to propose to the Parties for their joint approval any alternative procedures.</p> <p>8.2.4 All negotiations or discussions carried out in the mediation shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding agreement. If the Parties accept the mediator's recommendations, or otherwise reach agreement on the resolution of the dispute, such agreement shall be recorded in writing and, once signed by the designated representatives, shall be binding on the Parties.</p> <p>8.2.5 If no agreement is reached, either Party may invite the mediator to provide to both Parties a non-binding opinion in writing on the dispute. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both Parties.</p> <p>8.2.6 The Parties will bear their own costs of preparing and submitting evidence to the mediator. The costs of the mediation and of the mediator's services shall be borne equally between the Parties unless otherwise agreed and recorded in</p>
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		<p>accordance with Sub-Clause 8.2.3.</p> <p>8.2.7 No Party may commence litigation concerning any dispute relating to this Contract until it has attempted to settle the dispute with the other Party by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided, however, that either Party may commence litigation if the dispute has not been settled within 28 days of the start of the mediation.</p>
8.3	" Arbitration"	<p>Rename title Clause 8.3: "<i>Jurisdiction</i>".</p> <p>Replace Clause 8.3.1 with:</p> <p>"Any dispute that arises out of or in connection with this Agreement, shall be decided by the competent court in Amsterdam, the Netherlands."</p> <p>Replace Clause 8.3.2. with:</p> <p>"Clauses 8.1. and 8.2 shall not bar a Party from seeking interim relief in summary proceedings (kort geding) before the competent court."</p>

ANNEX A - PANEL LIST OF MEDIATORS

[list of mediators made available upon provisional contract award]

ANNEX B – TEMPLATE MEDIATION AGREEMENT NAI