

## RESERVE CONTRACTOR AGREEMENT

for

the delivery, installation, implementation and maintenance of Self  
Service Boarding gates, related Software  
and all other related products and/or services

between

Schiphol Nederland B.V.

and

XXXXXXXX

THE UNDERSIGNED:

Schiphol Nederland B.V., a private company with limited liability having its registered office and principal place of business at Evert van de Beekstraat 202 in Schiphol (municipality of Haarlemmermeer), the Netherlands, registered in the Amsterdam Trade Register under number 34166584, duly represented in this matter by XXX and YYY, to be referred to hereinafter as "SNBV"

and

\_\_\_\_\_, a private company with limited liability having its registered office and principal place of business at STREET + NUMBER in CITY/TOWN, COUNTRY, registered in the CITY/TOWN Trade Register under number NUMBER, duly represented in this matter by Mr/Ms NAME, JOB TITLE, to be referred to hereinafter as: "Supplier".

"Contractor B",

Hereafter jointly referred to as the "Parties"

WHEREAS:

- a) SNBV has organised for the purpose of the delivery, installation, implementation and maintenance of Self Service Boarding gates, related Software and all other related products and/or services a European tendering procedure for the award of a framework agreement in accordance with the Dutch Public Procurement Act 2012 (*Aanbestedingswet 2012*) and the Dutch Tendering Regulations for the Utilities Sectors 2016 (*Aanbestedingsreglement Nutssectoren 2016*);
- b) SNBV has awarded the assignment to Contractor A for a period of four (4) years, commencing in July 15, 2018, with an option to extend the period four (4) times for one (1) year;
- c) The Agreement with Contractor A is entered into by SNBV on the condition precedent that ultimately [1<sup>st</sup> of November, 2018] a Proof of Concept regarding the Self Service Boarding Gates (hereinafter to be referred to as: SSB's) has been conducted successfully;
- d) Based on its tender dated XXXX Contractor B did not submit the Most Economically Advantageous Tender;
- e) Contractor B is the first following party in the ranking order which, after Contractor A, is eligible to be awarded the assignment; if and when the Proof of Concept fails;
- f) Against this background, SNBV and Contractor B hereby enter into this Reserve Contractor Agreement under the following conditions.

DECLARE TO HAVE AGREED AS FOLLOWS:

Definitions

- 1.1. Agreement: the (draft) framework agreement for the delivery of SSB's, related Software and all other related products and/or services which framework agreement forms part of this Reserve Contractor Agreement as Annex I, and the provisions and conditions of which have been accepted unconditionally by Contractor B when it submitted its tender;
- 1.2. Reserve Contractor Agreement: this agreement between SNBV and Contractor B and the provisions and conditions of which have been accepted unconditionally by Contractor B when it submitted its tender;
- 1.3. Contractor A: the tenderer that submitted the Most Economically Advantageous Tender in the tendering procedure, on the basis of which SNBV and Contractor A entered into the final version of the Agreement ;
- 1.4. Contractor B: the tenderer who has submitted the second Most Economically Advantageous Tender in the tendering procedure, on the basis of which SNBV and Contractor B enter into the Reserve Contractor Agreement .

2. Duration and entry into force

- 3.1 The Reserve Contractor Agreement is entered into for a period of one (1) year, commencing on XXXX , and ending on YYYY . The Reserve Contractor Agreement will only be executed (by SNBV and Contractor B entering into the Agreement) if the conditions precedent of the Agreement between SNBV and Contractor A is fulfilled and the Agreement is therefore terminated prematurely.
- 2.1. SNBV shall determine, at its sole discretion, whether it will make use of this Reserve Contractor Agreement and enter into the Agreement with Contractor B.
- 2.2. If the Reserve Contractor Agreement is used, an Agreement will be entered into between SNBV and Contractor B for the remaining duration of the contract period of the original Agreement between SNBV and Contractor A.
- 2.3. Contractor B shall keep its tender valid during the Reserve Contractor Agreement..

3. Conditions

3.1. Delivery conditions and/or other (general) conditions of Contractor B or any third party engaged by Contractor B for the purpose of the assignment, do not apply to this Reserve Contractor Agreement and/or any assignments arising from it.

3.2. If the provisions of this Reserve Contractor Agreement are relied upon, the provisions and conditions included in the Agreement with Contractor A shall apply in full to the Agreement with Contractor B.

4. Applicable law and competent court

4.1. Dutch law shall apply to this Reserve Contractor Agreement and to all disputes arising out of or relating to it.

4.2. The competent court in the district of Amsterdam shall have exclusive jurisdiction as to any dispute between the Parties regarding this Reserve Contractor Agreement.

Agreed and signed in duplicate

at Schiphol

on

Schiphol Nederland B.V.

Contractor B,

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Annex 1: Draft framework agreement 'the delivery, Installation, Implementation and Maintenance of Self Service Boarding gates, related Software and all other related products and/or services