

Framework Agreement

between

Schiphol Nederland B.V.

and

[.....]

for

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

Parties:

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".

Whereas:

- I. SNBV wishes to equip the new (to be constructed) A-Pier with Self Service Boarding gates (hereinafter to be referred to as: SSB's);
- II. Furthermore, SNBV wishes to have the opportunity to equip other parts of the airport with SSB's;
- III. For this purpose, SNBV requires the delivery, Installation, Implementation and Maintenance of these SSB's, related software and all other products and/or services related to the SSB's that will be supplied in accordance with the conditions set forth in this Agreement and its Appendices;
- IV. Within this context, SNBV issued a European call for tenders bearing reference XXXX (hereinafter to be referred to as: "Call for Tenders") for the purpose of selecting a Supplier that meets the requirements and wishes as set forth by SNBV in the specifications belonging to this Call for Tenders as set out in the Program of Requirements and its Appendices (hereinafter to be referred to as: the "Specifications" and / or "Invitation to Tender");
- V. The Supplier submitted a Tender Bid that qualified as the economically most advantageous tender and was therefore granted the assignment described in the Specifications / Invitation to Tender in accordance with the applicable procedure;
- VI. A detailed itemisation of the assignment(s), and prices agreed within the context of this Agreement is included in the Appendices attached, which form an integral part of this Agreement;
- VII. The Parties presently wish to enter into this Agreement with each other concerning the foregoing and with respect to which the Parties shall also make arrangements regarding the right of use and the Maintenance of the Products (as defined hereinafter);
- VIII. For each delivery, Installation, Implementation and Maintenance of the SSB's, Parties will enter into an Additional Agreement under this Framework Agreement;

- IX. In addition to the above, Parties intend that for the first delivery of SBB's, special contract conditions will apply, which are to be laid down in the Additional Agreement A-Pier;
- X. These special contract conditions for the Additional Agreement A-Pier that are necessary due to building site requirements and contractual obligations will have to be drafted and agreed upon by SNBV and Supplier in a later phase at the closing of the Additional Agreement A-Pier;~~are the comparable to the contract conditions that apply to the contract for the design and build of the new A-Pier, that SNBV will enter into with a third party (to be selected), the general contractor;~~
- XI. ~~As a result of the aimed 'back to back' contract structure,~~ SNBV and the (to be selected) general contractor for the design and build of the new A-Pier, will include (in the design and build contract for the A-Pier between SNBV and general contractor) a right of the general contractor to become a party to the Additional Agreement A-Pier instead of SNBV, by way of contract assignment ("*contractsoverneming*");

XII. As a result of XI, Supplier and the general contractor will have a direct contract relation.

~~XII-XIII.~~ The upfront acceptance and cooperation with the contract assignment by the Supplier is laid down in this Framework Agreement.

Agree as follows:

1. General Terms and Conditions and additional definitions
 - 1.1 SNBV's General IT Purchase Terms and Conditions of Schiphol apply to this Agreement as included in Appendix I. The Supplier's general terms of delivery and payment or any other set of general or specific terms and conditions are expressly rejected. In the event of conflict between provisions of the Agreement and provisions of the Terms and Conditions, the provisions of the Agreement shall take precedence over the provisions of the Terms and Conditions.
 - 1.2 In addition to the definitions given in the General Terms and Conditions, the definitions given in the following paragraphs apply within the context of the Agreement
 - 1.3 Additional Agreement: A separate agreement which – in addition to the provisions this Agreement – is concluded between SNBV and Supplier with regard to the Services and Products to be supplied during the term of this Agreement and to which the contractual and other terms and conditions of this Agreement are applicable in their entirety.
 - 1.4 Agreement: This framework agreement, signed by both parties, including the recitals and the appendices, stipulating which terms and conditions apply between Parties and on which basis Additional Agreements may be concluded.
 - 1.5 Appendices: The appendices mentioned in this Agreement, which form an integral and inseparable part of the Agreement.
 - 1.6 Intellectual Property Rights: All rights pertaining to intellectual property, including, but not limited to: copyrights (including portrait rights), neighbouring rights, patent rights, trademark and trade name rights, registered and unregistered drawing and model and database rights, as well as pertaining to know-how and all rights relating to, derived from, and/or comparable to these

intellectual property rights and know-how, everywhere in the world, whether they already exist, have already been applied for, or are eligible for application.

- 1.7 Invitation to Tender: The invitation to tender (attached as appendix IV) of SNBV regarding the Self Service Boarding Gates dated <date> version X with reference XXX including its appendices and specifically the Program of Requirements.
- 1.8 Maintenance: Maintenance relating to the Products.
- 1.9 Products: The SSB's, the related software and all other products and/or services related to the SBB's, purchased by and/or to be supplied and/or provided to SNBV pursuant to the Agreement (and Additional Agreements).
- 1.10 Program of Requirements: The final program of requirements of SNBV dated <date> with reference number XXX for the SSB's. The Program of Requirements is attached as Appendix VI to this Agreement.
- 1.11 SLA: The service level agreement for the Service and Maintenance of the SSB's and related software, attached as Appendix VIII to this Agreement.
- 1.12 Quotation: A quotation by Supplier under this Agreement that is issued in response to a request by SNBV Subcontractors: the third parties that Supplier engages in order to perform the delivery, Installation, Implementation and Maintenance of the Products.
- 1.13 Special Contract Conditions: The special contract conditions that are applicable to the the Additional Agreement A-Pier (Appendix III).
- 1.14 Specifications: All specifications of the SSB Project contained in the Invitation to Tender and more specifically in the Program of Requirements.
- 1.15 Tender Bid: The final tender bid of the Supplier dated <date> with reference number xx based on the Program of Requirements. The Tender Bid is attached as Appendix III to this Agreement.
- 1.16 Terms and Conditions: SNBV's General ICT Terms and Conditions, January 2015, which Terms and Conditions are attached to this Agreement as Appendix I.
2. Subject of the Agreement
 - 2.1 In this Agreement, Parties have set out the terms and conditions regarding the delivery, Installation, Implementation and Maintenance of the Products.
 - 2.2 SNBV shall be entitled to require Supplier to perform the delivery and Maintenance of the Products as offered by Supplier in accordance with the terms and conditions laid down in this Agreement.
 - 2.3 In addition to this Agreement, special conditions will apply to the Additional Agreement A-Pier regarding the delivery and Installation of SSB's, to which Supplier agrees and which shall be put down in an Additional Agreement for the delivery and Installation of the Products if and when required by circumstances, such as the construction of the new A-Pier.
 - 2.4 SNBV shall be entitled, but shall not be obligated, to conclude Additional Agreements with Supplier throughout the term of this Agreement. Supplier shall thus have no claim whatsoever

regarding receiving orders for supplies throughout the term of this Agreement. All Additional Agreements are subject to the provisions of this Agreement.

- 2.5 Parties expressly agree that Supplier may be a preferred supplier, but not the exclusive supplier of the Products. SNBV shall be entitled to conclude (framework) agreements with other suppliers of goods and/or services that are equivalent or comparable to the delivery and Maintenance of the Products.
- 2.6 Supplier shall deliver all Products within the terms as stipulated in the Additional Agreement. During the term of the Agreement, Supplier shall ensure that it has sufficient capacity to meet the demand for the performance of all obligations under this Agreement. Without prejudice to the foregoing, Supplier shall inform SNBV as soon as possible regarding any permanent or occasional changes in its capacity that cause, or could cause, discontinuity in the performance of all obligations under this Agreement.
- 2.7 Parties shall strive to utilise their mutual progress, experience, and know-how. Supplier shall systematically update SNBV on the development of new services or processes relating to the Products.
- 2.8 Supplier shall at all times be fully responsible and liable for its Subcontractors and shall indemnify SNBV against any claims on the part of these Subcontractors.
- 2.9 SNBV reserves the right to exclude Subcontractors from supplying and Maintenance of the Products to SNBV in the case of negative experiences, unsatisfactory quality, or for any other valid reason. SNBV shall notify Supplier of such exclusion. SNBV reserves the right to designate subcontractors for certain services in connection with the fulfilment the obligations under this Agreement. SNBV shall notify Supplier of such designation.

3. Additional Agreement A-Pier

- 3.1 On the request thereof by SNBV, Parties will enter into an Additional Agreement A-Pier, under which Supplier will deliver and install 22 (twenty-two) SSB's (this might increase to 28) in the newly to deploy A-Pier.
- 3.2 Parties agree are aware of the fact that regarding the delivery and Installation of SBB's as stated under clause 3.1 of the Agreement, the ~~Special Contract Conditions~~ regarding e.g. building site requirements will apply, and that it is therefore necessary to draft and agree upon special contract conditions to the Additional Agreement A-Pier regarding these building site requirements. For the works to be executed by Supplier under the Additional Agreement A-Pier which involve Implementation and Maintenance of SSB's, related Software and all other products and/or services related to the SSB's, the General Conditions will apply.

~~3.3 The documents forming the Special Contract Conditions shall prevail over the Agreement and the priority of the documents shall be in accordance with the following sequence:~~

- ~~1. Additional Agreement A-Pier~~
- ~~2. the Particular Conditions to GC's FIDIC Yellow Book A-Pier~~
- ~~3. GC's FIDIC Yellow Book A-Pier~~
- ~~4. the Employer's Requirements~~
- ~~5. the pricing instructions~~
- ~~6. The instruction to tenderers~~
- ~~7. the letter of tender~~
- ~~8. this Agreement~~

~~9.~~ the Terms and Conditions

~~3.43.3~~ Supplier agrees to and cooperates with the transfer by SNBV of the Additional Agreement A-Pier in accordance with article 6:159 of the Dutch Civil Code ("*contractsoverneming*") in the event that the general contractor that is to be selected for the design and build of the A-Pier (hereinafter referred to as: the General Contractor) agrees to accept the Supplier as a nominated sub-contractor. After acceptance by the General Contractor the transfer ("*contractsoverneming*") of the Additional Agreement A-Pier by SNBV to the General Contractor will take place, as a result of which Supplier and General Contractor will be contracting parties.

~~3.53.4~~ Supplier shall ensure that Sub-contractor(s), to the extent necessary, will agree to and cooperate in advance with the transfer as described under clause 3.5. and will secure this acceptance and cooperation in the subcontract(s) that Supplier will enter into with its Sub-contractor(s).

~~3.63.5~~ SNBV shall notify Supplier if and when SNBV has reached an agreement on the transfer of its contractual position under the Additional Agreement A-Pier, the details of the company to which its contractual position under the Contract shall be transferred to and the date on which the transfer takes effect.

~~3.73.6~~ To the extent necessary, Supplier shall release and discharge SNBV from any and all current and future liability under the Additional Agreement as of the date the Additional Agreement is transferred.

4. Term of the Agreement and Early Termination

4.1 This Agreement shall enter into effect on DATE and shall have a term of four (4) year(s). After the expiry of this initial term and/or any extension, this Agreement shall terminate by operation of law unless, by no later than three (3) months before said term and/or extension expires, SNBV notifies Supplier in writing that it wishes to continue this Agreement even after this term and/or extension. This Agreement may be extended for four (4) time(s) for a term of one (1) year under the same terms and conditions or under other terms and conditions that have been agreed in writing after mutual consultation. If SNBV has not contacted Supplier regarding a possible extension of this Agreement three (3) months prior to the expiry of the initial term and/or the term applicable at that time, Supplier shall contact SNBV via the contact named in Article 8. or his/her replacement.

4.2 The termination of this Agreement shall, regardless of the reason for same, not affect the rights and obligations ensuing from one or more Additional Agreements concluded during the term of this Agreement. The terms and conditions of this Agreement shall continue to apply to all Additional Agreements that continue after this Agreement is terminated.

5. Working Method – Concluding Additional Agreements (orders)

5.1 For orders with a value of less than EUR 5,000, the Procurement Department will send the Additional Agreement directly to Supplier. Prior to sending the Additional Agreement, the relevant requesting party shall request a written offer (Quotation) from Supplier based on an order description regarding the supply of the Products. This offer (Quotation) may be sent directly to the requesting party.

5.2 If an order represents a value of more than EUR 5,000, the requesting party shall contact Supplier. Supplier must consult with the requesting party to determine the scope of the order as accurately as possible and use this as a basis for sending a Quotation, including a detailed offer, to SNBV's Procurement Department. Supplier must send a copy of the Quotation directly to the relevant

requesting party. The covering letter accompanying the offer (Quotation) shall clearly state the name and department of the requesting party with which Supplier has had contact. If SNBV approves the Quotation, SNBV shall send an Additional Agreement.

5.3 Upon cancellation of an Additional Agreement, SNBV may only be invoiced for documented costs that have actually been incurred.

5.4 All Quotations must be submitted based on the agreed rates and prices for the Products, as contained in Appendix VII.

6. Pricing and payment

6.1 Following the completion and Acceptance by SNBV of the Products as agreed in the Additional Agreements, the Maintenance of the Products will start. Upon the commencement of the Maintenance period, Supplier shall charge SNBV the amounts owed for Maintenance as based on the SLA on a yearly basis, which amounts shall be charged in advance and properly itemised. For this purpose, the Supplier shall first send the SNBV contract manager (before each new contract year regarding the Maintenance period applies) a pro forma year-invoice which SNBV, if it agrees to it, will approve. SNBV shall then send the Supplier a purchase order that accords with the pro forma invoice approved by SNBV. The Supplier shall invoice SNBV on the basis of this purchase order.

6.2 The Supplier shall charge SNBV the variable amounts owed, if and when applicable, as based on the SLA and as specified in Appendix II on a quarterly basis, which amounts shall be charged in arrears and properly itemised. For this purpose, the Supplier shall first send the SNBV contract manager a pro forma invoice which SNBV, if it agrees to it, will approve. SNBV shall then send the Supplier a purchase order that accords with the pro forma invoice approved by SNBV. The Supplier shall invoice SNBV on the basis of this purchase order.

6.3 SNBV's invoicing address is invoices@schiphol.nl

6.4 SNBV shall pay the amounts it owes as based on the Agreement into the bank account indicated for the purpose by the Supplier within 30 days of having received the invoices concerned.

6.5 The Supplier shall send the invoices to SNBV in, stating the date, Purchase order, Project number and other information made known to the Supplier by SNBV in writing

6.6 The exceeding of a payment term or payment terms by SNBV or a failure on the part of SNBV to pay one or more invoices or otherwise unsound payment behaviour on the part of SNBV, shall not give the Supplier the right to suspend or, as the case may be, terminate its performance of activities.

6.7 SNBV shall at all times be entitled to have the substantive accuracy of invoices sent to it by the Supplier examined by a chartered accountant designated by SNBV. The Supplier shall provide SNBV with all information necessary for an accurate examination. The costs of the accountant's examination shall be at the expense of SNBV, unless the examination reveals that the Supplier's invoice was inaccurate or not entirely accurate.

7. Maintenance

7.1 Supplier shall maintain the products in accordance with the conditions as agreed in the SLA.

8. Implementation, Installation and Acceptance (Test)

- 8.1 The Supplier shall perform the Implementation and Installation of the Hardware and Software.
- 8.2 During and after the Implementation in the Proof of Concept, the Supplier shall give SNBV the opportunity to carry out an Acceptance Test. If, on the basis of the results of the Acceptance Test, SNBV does not Accept the SSB Hardware and Software, SNBV shall be entitled to dissolve this Agreement with immediate effect.

9. Contacts

- 9.1 Both Parties shall designate one or more contact persons and one or more substitute contact persons who shall maintain contact with regard to (method of) performance of the Agreement

Contact at SNBV:

Xxxx (name)	JOB TITLE XXXXX ()
E-mail	xxx
Telephone	xxx

Contact Supplier

Xxxx (name)	JOB TITLE XXXXX ()
E-mail	xxx
Telephone	xxx

10. Audits

- 10.1 In addition to the provisions of article 11 subclause 5 of the Terms and Conditions, SNBV is entitled to, in relation to an alleged breach of the obligations by Supplier under this Agreement, to review the books and records of Supplier in relation to the obligations under this Agreement and/or an Additional Agreement, and to take copies of documents to the extent permitted by law.

11. General

- 11.1 All notifications made by Parties to one another pursuant to this Agreement shall be effected in writing.
- 11.2 Any amendment and/or supplement to the framework agreement must be effected in writing and signed by both Parties.
- 11.3 If a court finds that one or more provisions of the Agreement to be legally invalid and/or nullified one or more of such provisions, the remainder of the Agreement shall remain in full force and effect. Parties also undertake in advance that they shall negotiate new provisions to replace the provisions found to be invalid or nullified, with the new provisions reflecting as closely as possible the scope and purport of the old.
- 11.4 This Agreement is entered into by Parties on the condition precedent that ultimately [1st of November, 2018] a Proof of Concept regarding the SSB's has been conducted successfully by Parties.
- 11.5 The following documents constitute an integral part of this Agreement. In the event of any conflict between these documents, a document listed higher shall prevail over one listed lower:

The Agreement, including all Appendices;

- I. General Purchasing Terms and Conditions ICT & Systems of Schiphol Nederland B.V. 2015
- ~~II. [Special Contract Conditions] applicable to the Additional Agreement A-Pier consisting of the following contract documents:~~
- ~~III. FIDIC Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant and for Building and Engineering Works Designed by the Contractor ISBN 2-88432-023-7 First Edition 1999 (hereinafter referred to as: "GC's FIDIC Yellow Book");~~
- ~~IV. the particular conditions to the GC's FIDIC Yellow Book;~~
- ~~V. the Employer's Requirements Part A, B;~~
- ~~VI. the Pricing instructions;~~
- ~~VII. the Instruction to Tenderers;~~
- ~~VIII.II. the Letter of Tender~~
- ~~IX.III. The Tender bid by Supplier dated... with reference ...~~
- ~~X.IV. The Invitation to Tender dated ... with reference 20176-60, including all its appendices, amongst which the Programme of Requirements~~
- ~~XI.V. The Schiphol regulations, latest version ("Schiphol Regulations"). The Schiphol regulations can be found on www.schiphol.nl~~
- ~~XII.VI. Programme of Requirements~~
- ~~XIII.VII. The Service Level agreement~~
- ~~XIV.VIII. Prices as submitted by Supplier in its Final Tender~~

Thus drawn up and signed,

Schiphol Nederland B.V. .

NAME B.V.

date: _____

date: _____

date: _____

date: _____

APPENDICES

Appendix I.	General Purchasing Terms and Conditions ICT & Systems of Schiphol Nederland B.V. 2015
Appendix II.	Additional Agreement A-Pier including all its appendices, amongst which, the Particular Conditions, the General Conditions, the Employer's Requirements Part A, B, the Pricing instructions, the Instruction to Tenderers, the Letter of Tender
Appendix III.	The Tender bid by Supplier dated... with reference ...
Appendix IV.	The Invitation to Tender dated ... with reference 20176-60, including all its appendices, amongst which the Programme of Requirements
Appendix V.	The Schiphol regulations, latest version ("Schiphol Regulations"). The Schiphol regulations can be found on www.schiphol.nl
Appendix VI.	Programme of Requirements
Appendix VII.	The Service Level agreement
Appendix VIII.	Prices as submitted by Supplier in its Final Tender