

Voorwaarden					
Nr.	Locatie (document, hoofdstuk, pagina)	Oorspronkelijke tekst	Tekstvoorstel	Toelichting/reden	Antwoord
1	1.1	Acceptance: the approval by the Contracting Authority of the Deliverable or parts thereof.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	De Inschrijving op deze aanbesteding dient, conform vormvereiste 2 uit het Beschrijvend document, geheel in het Nederlands plaats te vinden. Ook de beantwoording van de Nota van Inlichtingen geschiedt in het Nederlands. De Engelse versie van de Arbit Voorwaarden (General Terms & Conditions) is (op uw verzoek) ter verduidelijking meegezonden en vormt slechts een deel van het geheel van contractuele afspraken tussen Partijen. Deze Arbit Voorwaarden zijn vastgesteld op Rijksniveau en integraal van toepassing. Zij vormen samen met het bijbehorende contract één onlosmakelijk geheel.
2	1.2	Acceptance Procedure: the procedure recorded in the Contract for use by the Contracting Authority in determining whether or not to proceed with Acceptance of the Deliverable.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	Uw suggesties in deze Nota van Inlichtingen om de algemene voorwaarden van het Rijk aan te passen, worden dan ook niet overgenomen. Dat bepaalde delen van deze Voorwaarden wellicht minder relevant zijn voor de onderhavige opdracht, doet niet af aan de toepasselijkheid van deze Voorwaarden. In het contract zijn specifieke aanvullende voorwaarden opgenomen, die op de onderhavige opdracht van toepassing zijn.
3	1.3	Delivery: the supply by the Counterparty of Products in the manner specified in the Contract, as evidenced by a confirmation of receipt thereof issued by the Contracting Authority.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
4	1.4	Specifications: the documents made available to the Counterparty (including explanatory notes and amendments) that describe and explain the organisation of the Contracting Authority, the Deliverable and the intended use thereof by the Contracting Authority, and the contract award procedure.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
5	1.7	Documentation: every description of the Deliverable and its properties, whether or not specifically intended for the installation, Implementation, use, management and/or maintenance thereof.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
6	1.9	Defect: every fault or other failure as a consequence of which the Deliverable is not suitable for the Agreed Use.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
7	1.10	Licence: a right entitling the Contracting Authority to install and use Standard Software in accordance with the Agreed Use, including all reproductions and disclosures thereof, whether temporary or otherwise, which may reasonably be deemed necessary for this purpose	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
8	1.11 to 11.12	1.11. Implementation: the entirety of acts and measures needed in order to make the organisation of the Contracting Authority suitable for the Agreed Use of the Product and/or Software. 1.12. Installation: the placement and connection of the Product and/or the setting up of Software by the Counterparty.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
9	1.13	Supplier: the Counterparty to the Contract who has undertaken to deliver a Product or grant a Licence.	Supplier: the Counterparty to the Contract who grants the Services.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
10	1.14	Materials: equipment and consumables for the installation, implementation, use or maintenance of the Deliverable, such as cables, smartcards and physical data carriers on which the Software is supplied.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
11	1.18	Maintenance: work to be performed by the Contractor for the purpose of repairing and/or enhancing the Deliverable.	Maintenance: work to be performed by the Contractor for the purpose of repairing and/or enhancing the Software Solution. Maintenance does not include implementation activities, configuration, product training, or customization which may be available at additional cost via Professional Services.	Additional details to clear up the matter.	zie antwoord onder 1 en 2
12	1.23	Agreed Use: the use that the Contracting Authority intends to make of the Deliverable as known to the Counterparty – or as the Counterparty may reasonably be expected to know – at the time of the conclusion of the Contract on the basis of the Specifications and/or on the basis of the information referred to in article 4, in so far as such use is not expressly excluded or limited in the Contract.	Agreed Use: the use that the Parties agreed on at the time of the conclusion of the Contract on the basis of the Specifications and/or on the basis of the information referred to in article 4, in so far as such use is not expressly excluded or limited in the Contract.	The Use should be defined clearly in the Contract, including its restrictions, and rely expressly on the Contract.	zie antwoord onder 1 en 2
13	1.25	Patch: a correction to Standard Software that is intended to be temporary.	Patch: a correction to a Blocking or Major Defect or to adress a security performance, or critical product issue.	A Patch, as understood by Contractor, fixes a Blocking or Major Defect only, and is not intended to be temporary.	zie antwoord onder 1 en 2
14	1.27	Deliverable: a Product to be delivered by the Counterparty, a Public Service Contract to be performed by it or a Licence to be granted by it or a combination thereof, including Materials and Documentation.	Deletion of this article.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
15	1.28	Product: the thing to be delivered by the Supplier to the Contracting Authority on the basis of the Contract.	Deletion of this article.	Definition of Services.	zie antwoord onder 1 en 2
16	1.30	Standard Software: Software developed for general use that is made available to the Contracting Authority on a non-exclusive basis.	Deletion of this article.	Standard Software doesn't exist in Contractor SaaS.	zie antwoord onder 1 en 2
17	1.31	Enhanced Version: a subsequent version of the Standard Software in which Defects have been repaired and/or its operation has otherwise been improved	Deliverable replaced by Standard Software.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
18	1.32	Fee: the total price agreed for the Deliverable.	Fee: the total price per year agreed for the Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
19	4.1	To determine the use which the Contracting Authority intends to make of the Deliverable the Counterparty must sufficiently acquaint itself with: a) the objectives of the Contracting Authority in concluding the Contract; b) the organisation of the Contracting Authority in so far as relevant to the Contract.	To determine the Agreed Use of the Software Solution, the Counterparty must sufficiently acquaint itself with: a) the objectives of the Contracting Authority in concluding the Contract; b) the organisation of the Contracting Authority in so far as relevant to the Contract.	The Use should be defined clearly and rely expressly on the Contract.	zie antwoord onder 1 en 2

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20	4.2	In discharging the duty of inquiry and disclosure referred to in article 4.1, the Counterparty must also form an opinion on the feasibility of the Deliverable within the parameters specified by the Contracting Authority for this purpose.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
21	5.2	Quality assurance means that, in the performance of the Contract, measures will be taken to ensure that the Contracting Authority can make the Agreed Use of the Deliverable.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
22		6 Article 6. Delivery 6.1. The Counterparty will make the Delivery all at once. 6.2. Upon Delivery the parties will visually check the quantity and inspect the exterior for observable damage. 6.3. If damage is discovered the Contracting Authority need not take receipt of the Product. This is without prejudice to the Counterparty's obligation to make timely Delivery. 6.4. The Contracting Authority will provide the Counterparty with a receipt for Products it receives. This receipt is without prejudice to the rights of the Contracting Authority under the Contract. 6.5. The Counterparty will make as much use as possible of sustainable packaging materials and arrange for their environmentally friendly removal.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
23		7 Article 7. Transfer of risk and title 7.1. The risk of damage to or loss of Products that constitute or form part of the Deliverable will pass to the Contracting Authority upon Delivery. 7.2. Without prejudice to the provisions of article 8, title to the Deliverable (or parts of it) will pass to the Contracting Authority upon Acceptance.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
24	8.1	8.1. All intellectual property rights that can be exercised in relation to a Deliverable, no matter where or when, are vested in: a) the Contracting Authority in so far as the Deliverable concerned has been or is being designed or produced specifically for the Contracting Authority and/or has been designed or is being produced under the direction or supervision of the Contracting Authority or by reference to its instructions or designs. In so far as necessary, these rights are transferred by the Counterparty to the Contracting Authority under the Contract, such transfer being hereby accepted in advance by the Contracting Authority; b) the Counterparty or a third party in all other cases; the Counterparty grants the Contracting Authority in such cases a non-exclusive right, as determined in the Contract, to use the Deliverable that is in any event sufficient for performance of the provisions of the Contract(s).	All intellectual property rights in the Services are and will remain owned exclusively by Contractor, or, as applicable to third-parties granting a license to Contractor.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
25	8.2	8.2. The rights referred to in article 8.1 (a) are assigned to the Contracting Authority upon signature of the Contract. In so far as a separate instrument needs to be executed at any time for the assignment of these rights, the Counterparty irrevocably authorises the Contracting Authority to draw up such an instrument and sign it on behalf of the Counterparty, without prejudice to the Counterparty's obligation to cooperate in the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation. In so far as necessary, the Counterparty hereby also irrevocably authorises the Contracting Authority to have the assignment of these intellectual property rights entered in the appropriate registers.	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
26	8.3	8.3. In the event of a disagreement between the parties about intellectual property rights in relation to the Deliverable (or parts of it), it will be assumed, in the absence of proof to the contrary, that the rights are vested in the Contracting Authority. Irrespective of the outcome of that dispute, the Contracting Authority may continue with the Agreed Use.	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
27	8.4	8.4. The Counterparty hereby renounces, in so far as necessary, both in its own capacity and on behalf of its Staff, all personality rights as referred to in section 25, subsection 1 (a) to (c) of the Copyright Act 1912, in so far as the relevant legislation allows it to do so. The Counterparty guarantees to the Contracting Authority that it is competent to renounce these rights, including on behalf of its Staff	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2

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28	8.5	The Counterparty will indemnify the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights, including personality rights as referred to in section 25, subsection 1 of the Copyright Act and equivalent claims relating to knowledge, unlawful competition and so forth. The Counterparty is obliged, as soon as the Contracting Authority so requests, to assume responsibility for defending any proceedings brought against the Contracting Authority in connection with the Deliverable for breach of the intellectual property rights of a third party. For this purpose the Contracting Authority will immediately inform the Counterparty of any such proceedings and provide the Counterparty with the necessary powers of attorney and assistance. The Counterparty will also indemnify the Contracting Authority against all damages and costs that it may be ordered to pay in such proceedings and against the costs of the proceedings themselves, including, but not limited to, the costs of obtaining legal advice in this connection.	The Counterparty will defend and indemnify any claim brought against the Contracting Authority by a third party to the extent such claim alleges that Contracting Authority use of the Service (as authorized in this Agreement) directly infringes a patent, any copyright, or misappropriates a trade secret (a "Claim"). The Counterparty will pay all damages, attorney fees and costs awarded against the Contracting Authority by the final decision of a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such Claim.		zie antwoord onder 1 en 2
29	8.6	In the event of an alleged breach of the intellectual property rights of a third party, the Counterparty will, at its expense, take all measures that may help to prevent disruption of the operational activities of the Contracting Authority and to mitigate the costs incurred and/or loss or damage suffered as a result of such breach.	If any such Claim is brought or threatened, or if the Counterparty reasonably believes that a Service may become the subject of an infringement claim, the Counterparty may, at its sole option and expense: (i) procure for the Contracting Authority the right to continue to use the applicable Services; (ii) modify the Services to make it non-infringing; (iii) replace the affected aspect of the Services with non-infringing technology having substantially similar capabilities; or (iv) if the Counterparty determines none of the foregoing is commercially practicable, terminate this Agreement and refund the Contracting Authority any prepaid fees related to the Services for the remainder of the Subscription Term. Notwithstanding the foregoing, Contractor's defense and indemnity obligations do not apply to (1) any modification of the Services made by anyone other than the Counterparty; to the extent that the Services would not be infringing but for such modification, (2) any use of the Services in combination with software, products or services not provided by the Counterparty; to the extent that the Services would not be infringing but for such combination, (3) any Third-Party Applications, or (4) Contracting Authority's use of the Services not in compliance with the terms of this Agreement; to the extent the Services would not be infringing but for such non-compliance		zie antwoord onder 1 en 2
30	8.7	Without prejudice to the provisions of articles 8.5 and 8.6, the Contracting Authority may, if a third party holds it liable for a breach of its intellectual property rights, cancel all or part of the Contract in writing without recourse to the courts and without prejudice to its other rights against the Counterparty, including, but not limited to, any right to compensation.	Deletion of this article.	Indemnification only after the final decision of a court of competent jurisdiction.	zie antwoord onder 1 en 2
31	9.1	Documentation must be drawn up in such a way as to ensure that the Deliverable can be properly used, managed and maintained by the Contracting Authority and third parties.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
32	9.2	The Contracting Authority may reproduce and amend Documentation and publish it for use within its organisation without owing a further fee, provided that any copyright acknowledgements etc. it contains are left intact.	Only the right to reproduce the Documentation.	Contractor only grants the right to reproduce the Documentation, no modification nor adaptation.	zie antwoord onder 1 en 2
33	11.2	The Contracting Authority will inform the Counterparty within 30 days after Completion or Delivery whether it accepts the Deliverable. It may do this by means of an explicit notification to this effect or by forwarding the test report as referred to in article 59.3 if the Custom Software is approved in the report.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
34	11.4 to 11.6	11.4. If the Contracting Authority is unable to notify the Counterparty within the period referred to in article 11.2 whether it accepts the Deliverable, it will notify the Counterparty of its inability to do so before the expiry of the period concerned, stating its reasons and specifying within what period it will notify the Counterparty whether it accepts the Deliverable. 11.5. If no notification as referred to in article 11.2 or 11.4 is given or if the additional period for Acceptance as referred to in article 11.4 expires without further notice from the Contracting Authority, the Deliverable will be deemed to have been accepted by the Contracting Authority. 11.6. If the Contracting Authority accepts the Deliverable despite having discovered that it has one or more Defects, it will inform the Counterparty of this either in the notification or in the test report referred to in article 11.2. The Counterparty will repair these Defects	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2

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35	12.1	The Counterparty guarantees that it will only use Staff who have the skills and qualifications that have been agreed or are necessary for the performance of the Contract, taking account of the nature of the Deliverable and the expertise claimed by the Counterparty. It also guarantees that the Staff used by it will meet the requirements that may be made of an equivalent service provider that is reasonably competent and acts in a reasonable manner.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
36	12.3	The Counterparty guarantees that it will repair any Defects at its own expense during a period of 12 months after Acceptance. If the Contracting Authority wishes to invoke this guarantee, it will inform the Counterparty of this in writing and, in emergencies, by telephone. The Counterparty will repair the Defects forthwith, taking account of their nature and seriousness. Repair will be carried out, where necessary, in consultation with the Contracting Authority. If the Counterparty shows that the Defect is of a kind that the Contracting Authority should reasonably have discovered when carrying out the Acceptance Procedure, it may charge the Contracting Authority for extra costs incurred as a consequence in repairing the Defect.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
37	12.4	If, when performing the guarantee referred to in article 12.3, the Counterparty makes use of a work-around solution, it will reimburse any loss or damage suffered by the Contracting Authority as a result. Article 26 applies mutatis mutandis.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
38	12.5	Further to article 12.3, the Counterparty guarantees that Defects that are discovered by the Contracting Authority during the Acceptance Procedure but are not regarded by it as a reason for not proceeding with Acceptance will be repaired with due dispatch at the expense of the Counterparty after Acceptance.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
39	12.6	The guarantee referred to in article 12.3 does not apply in so far as the Counterparty shows that a Defect has occurred as a consequence of a change made to the Deliverable without its consent by the Contracting Authority or a third party used by it. Nor does the guarantee apply if the Defect is demonstrably due to incorrect, careless or injudicious use of the Deliverable by the Contracting Authority.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
40	12.7	The Counterparty guarantees that it can maintain the Deliverable for five years after the date of Acceptance, during at least three of which the Maintenance will be carried out in the manner specified in the Special Provisions on Maintenance.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
41	13.1	The Counterparty will, on request, acquaint the Contracting Authority and its Staff with the use of the Deliverable. If the Counterparty has also been charged with Implementation of the Deliverable, this support will, in principle, be given by Staff who have been involved in such Implementation.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
42	13.3	If the Contracting Authority so wishes, the Counterparty will maintain the Deliverable in accordance with the provisions of article 12.7.	Deletion of this article.	Non-applicable to SaaS Subscription. SaaS Subscription Fees include Services of Maintenance during the Term. It's not a guarantee.	zie antwoord onder 1 en 2
43	14.3	The Contracting Authority is entitled to an agreed discount on the Fee or penalty, without prejudice to the other rights or claims, including, but not limited to: a) its claim to performance of the agreed obligation to perform the contractual obligations in relation to the Deliverable; b) its right to compensation; and/or c) its right to cancellation.	The Contracting Authority is entitled to a penalty, without prejudice to the other rights or claims, including, but not limited to: a) its claim to performance of the agreed obligation to perform the contractual obligations in relation to the Deliverable; b) its right to compensation.	The Contracting Authority isn't entitled to a discount, only a penalty, and has no right to cancellation.	zie antwoord onder 1 en 2
44	15.1	The Contracting Authority will pay the amounts owed by it under the Contract to the Counterparty no later than 30 days after receipt of the invoice, if this complies with the provisions of article 14.1. The period of 30 days will start to run from the date of receipt of the invoice or the date of Acceptance, whichever is the later.	The period of 30 days will start to run from the date of receipt of the invoice.	The period can't start to run from the date of Acceptance.	zie antwoord onder 1 en 2
45	15.3	The Contracting Authority may instruct an accountant designated by it, as referred to in article 393, paragraph 1 of Book 2 of the Civil Code, to check that an invoice submitted by the Counterparty is accurate. The Counterparty will allow the accountant to inspect its books and documents, and will supply him with any data and information he requests. This audit will be confidential and will not involve any more than is necessary to verify the invoice. The accountant will report the audit findings with due dispatch to both parties. The Contracting Authority will pay the cost of the accountant's audit unless the audit reveals that the invoice in question is not accurate or complete, in which case the Counterparty will be liable for the cost of the audit.	The accountant will only have access to the necessary documents and informations.	For security reasons, the accountant can't have access to every documents and informations he requests.	zie antwoord onder 1 en 2
46	15.5	The Counterparty waives any right it may have to suspend or terminate its work on account of the Contracting Authority's failure to pay an invoice within the stipulated time limit, or if the Contracting Authority does not pay all or part of an invoice because it suspects that the invoice is inaccurate or because the Deliverable is defective.	Deletion of this article.	Contractor doesn't waive it may have to suspend or terminate its work.	zie antwoord onder 1 en 2

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47		16 Article 16. Advances 16.1. If the Contracting Authority, in performing the Contract, is to make a payment for a Deliverable that has not yet been accepted, it may require the Counterparty to issue it with an on-demand bank guarantee for the value of the payment in question before it makes the payment. The Contracting Authority will not be required to pay any of the cost of the guarantee. 16.2. If the Contracting Authority does not accept the Deliverable within the stipulated time limit owing to a failure that is attributable to the Counterparty, the Counterparty will be liable to pay statutory interest on the advance for as long as the failure persists. 16.3. The on-demand bank guarantee, based on the model enclosed with the Contract, will be issued by a credit institution generally deemed to be of sound repute, as designated in the implementing regulations based on section 37 of the Government Accounts Act 2001. After final Acceptance, the document recording the guarantee will be returned to the Counterparty.	Deletion of this article.	No on-demand bank guarantee.	zie antwoord onder 1 en 2
48	17.5	A party that breaches the duty of secrecy provided for in article 17.1 will owe the other party a penalty of €50,000, due and payable forthwith, for each infringement.	Deletion of this article.	No penalty on duty of secrecy. It falls under liability and its limitation.	zie antwoord onder 1 en 2
49		19 Article 19. Security procedures and internal rules 19.1. In so far as the contractual obligations for the Deliverable are performed at the Contracting Authority's premises, the Counterparty will instruct its Staff to comply with the Contracting Authority's security procedures and internal rules. 19.2. The Contracting Authority may require certificates of good conduct to be produced in respect of the Counterparty's Staff at least three Working Days before they start work at the Contracting Authority's premises 19.3. The Contracting Authority may carry out (or cause to be carried out) a security check on the Counterparty's Staff who have been or are assigned to work on the Contract, in accordance with the rules usually applied by the Contracting Authority. The Contractor will cooperate fully in such checks. The Contracting Authority may, on the basis of the results of a security check, refuse to allow the person in question to work on the Contract. 19.4. The Counterparty will report the arrival of its Staff at a location of the Contracting Authority in good time to the Contracting Authority's contact. The Counterparty will ensure that its Staff are able, at the request of the Contracting Authority, to produce evidence of their identity and to show that they are working for or on behalf of the Counterparty. The Contracting Authority may refuse any person access to any of its locations. 19.5. If a person who belongs or belonged to the Staff of the Counterparty and who visits locations of the Contracting Authority in that capacity no longer works (or will no longer work) for the Counterparty for any reason whatever, the Counterparty will immediately report this to the Contracting Authority's contact	Deletion of this article.	Non-applicable to SaaS Subscription. Contractor's Staff won't work on the Contracting Authority's premises.	zie antwoord onder 1 en 2
50		20 Article 20. Working conditions 20.1. In so far as work is performed at the Contracting Authority's premises, the Contracting Authority will ensure that the place of work is adequate and safe. 20.2. The Counterparty will ensure that its Staff are aware in good time of the rules on working conditions in force at the Contracting Authority's premises and will notify the Contracting Authority with due dispatch if it becomes aware of circumstances that breach (or may breach) these rules.	Deletion of this article.	Non-applicable to SaaS Subscription. Contractor's Staff won't work on the Contracting Authority's premises.	zie antwoord onder 1 en 2
51		21 Article 21. Publicity The Counterparty may not refer, implicitly or explicitly, to the Deliverable in publications (including press releases) or advertisements and may use the Contracting Authority's name as a reference only with the Contracting Authority's prior consent.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
52		22 Article 22. Replacement of Counterparty's Staff 22.1. The Counterparty will replace Staff only with the prior consent of the Contracting Authority. The Contracting Authority may not withhold its consent unreasonably and may attach conditions to its consent. 22.2. The Contracting Authority may demand the replacement of Staff if it considers that their continued assignment to the work is no longer desirable for reasons connected with the individuals concerned. 22.3. Where Staff are replaced, the Counterparty may not charge any costs for this to the Contracting Authority unless the Counterparty shows that there was no reasonable basis for the request for replacement. 22.4. Where Staff are replaced, the Counterparty will provide replacements at the same rate and ensure that their expertise, qualifications and experience are at least equal to those of the original Staff or satisfy the conditions agreed by the parties.	Deletion of this article.	The prior consent of the Contracting Authority isn't needed to replace Staff. Contractor is responsible for its own Staff.	zie antwoord onder 1 en 2

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53		25 Article 25. Impending delay 25.1. In the event of an impending delay in the performance of the contractual obligations in relation to the Deliverable, the Counterparty will immediately notify the Contracting Authority, explaining the reasons for and consequences of any delay. The Counterparty will also propose to the Contracting Authority measures to avoid delay or further delay. 25.2. As quickly as possible after receiving the notification referred to article 25.1, the Contracting Authority will notify the Counterparty whether or not it agrees to the proposed measures. Agreement does not imply any acceptance by the Contracting Authority of the cause of the impending delay, and is without prejudice to its rights against the Counterparty.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
54	26.1	If either party fails to discharge an agreed obligation, the other party may give it notice of default. In such a case the defaulting party will be given a reasonable period in which to perform the obligation. If the party in breach still fails to perform the obligation within this further period, it will then be deemed to be in default. Notice of default is not necessary where the period for performance constitutes a Vital Deadline or where it must be inferred from a notification from or the conduct of the defaulting party that it will fail to perform its obligation. A party that imputably fails to discharge its obligations is liable to the other party for any loss or damage suffered and/or vet to be suffered by the latter.	If either party fails to discharge an agreed obligation, the other party may give it notice of default. In such a case the defaulting party will be given a reasonable period in which to perform the obligation. If the party in breach still fails to perform the obligation within this further period, it will then be deemed to be in default.	Non-applicable to SaaS Subscription. SaaS doesn't work with Vital Deadlines.	zie antwoord onder 1 en 2
55	26.2	The liability referred to in article 26.1 for personal injury and damage to property and consequential loss or damage is limited to an amount of €1,250,000 per event. For this purpose, interrelated events will be treated as a single event.	Deletion of this article.	Contractor, nor the Contracting Authority shall be liable to the other Party for personal injury and damage to property and consequential loss or damage.	zie antwoord onder 1 en 2
56	26.3	The liability referred to in article 26.1 for loss or damage other than that referred to in article 26.2 is limited per event to an amount not exceeding four times the Fee. For this purpose, interrelated events will be treated as a single event	Limitation to one time the Fees.		zie antwoord onder 1 en 2
57	26.5	The Counterparty is liable for all obligations in respect of its Staff, including those arising under tax, healthcare insurance and social insurance legislation. The Counterparty will indemnify the Contracting Authority against any liability in this connection.	Deletion of this article.	Non-applicable to SaaS Subscription. Contractor's Staff won't work on the Contracting Authority's premises.	zie antwoord onder 1 en 2
58	27.2	The term force majeure in relation to the Counterparty is in any event deemed not to include staff shortages, strikes, staff illness, late delivery or unsuitability of items required for the performance of the contractual obligations in relation to the Deliverable and liquidity or solvency problems.	The term force majeure in relation to the Counterparty is in any event deemed not to include staff shortages, , staff illness, late delivery or unsuitability of items required for the performance of the contractual obligations in relation to the Services and liquidity or solvency problems.	Strickes are considered a force majeure event.	zie antwoord onder 1 en 2
59		28 Article 28. Defects involving compatibility with other software or hardware 28.1. At the request of the Contracting Authority, the Counterparty will engage in consultations with other designated counterparties and/or suppliers of the Contracting Authority if it appears at any time that the Deliverable is not working properly with other software and/or products used or to be used by the Contracting Authority. 28.2. The purpose of the consultations referred to in article 28.1 will be to establish the cause of the incompatibility and, if possible, find a solution. Any reasonable costs incurred in participating in the consultations and finding a solution will be borne by the Contracting Authority, unless the incompatibility is imputable to be	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
60	29.2	The liability insurance policy must provide cover for at least €1,250,000 per claim and for a minimum annual payment of 200% of this amount.	Deletion of this article.	Contractor will provide a certificate of insurance.	zie antwoord onder 1 en 2
61	29.3	On request, the Counterparty will immediately present proof to the Contracting Authority of the payment of premiums and, save where barred by statutory obligations, at the same time report any previous claims under the same policy in the current policy year.	Deletion of this article.	Contractor will provide a certificate of insurance.	zie antwoord onder 1 en 2
62	30.4	The Contracting Authority may also cancel the Contract in the manner specified in article 30.3 if it has good grounds for assuming that a court of law would set aside the Contract under part 4.3.1 of the Public Procurement Act 2012 if an application to this effect were made. The Counterparty is entitled to reimbursement of costs reasonably incurred in performing the Contract and the costs of reasonable future obligations already entered into in connection with the Contract. If, however, the Contracting Authority shows that the unlawfulness is wholly or partly attributable to the Counterparty, the Counterparty is not entitled to compensation.	Deletion of this article.	Cancellation of the Contract if a court of law actually set aside the Contract under part 4.3.1 of the Public Procurement Act 2012	zie antwoord onder 1 en 2
63	30.8	In the event of early termination of other Contracts on the basis of article 30.6, the account between the Contracting Authority and the Counterparty will be settled on the basis of (a) the part of the Fee that relates to the part of the Deliverable that the Counterparty has already delivered in the course of performing the Contract at the time the notice of termination is given, (b) other obligations that the Counterparty has already entered into in performing the Contract in so far as they cannot be limited and (c) loss of profit in so far as that loss is not included in the costs referred in points a and b.	Deliverable replaced by Services.	Contractor doesn't offer Deliverables as intended in the Terms and Conditions, but Services, taking form of an annual subscription to have access and use the Software Solution.	zie antwoord onder 1 en 2
64	30.9	If a Contract consists of both a Public Service Contract and other Deliverables, the provisions of articles 30.7 and 30.8 apply to the relevant parts of the Contract.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2

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65		32 Article 32. Exit clause 32.1. If the Contract ends early for any reason whatever, the Counterparty will, as soon as the Contracting Authority so requests, take whatever action is necessary to ensure that a new counterparty or contracting authority can, without impediment, assume responsibility for performing the Contract and/or that a new counterparty can work on a similar Deliverable for the benefit of the Contracting Authority. The Counterparty will also immediately return to the Contracting Authority all documents, books, papers and other items, including data and information carriers, made available to it by the Contracting Authority. 32.2. Other than in a case where the Contract is cancelled pursuant to the provisions of article 30.1 or 30.3, the Counterparty will perform the services referred to in article 32.1 at the rates and on the terms specified in the Contract or, in the absence thereof, at the rates generally applied by the Counterparty and on such terms as may be agreed. The services referred to in article 32.1 will be provided free of charge if the Counterparty imputably fails to discharge an obligation, such to include the situation referred to in the last sentence of article 30.4	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
66		35 Article 35. Follow-up order The Counterparty cannot derive any right from the Contract to obtain a follow-up order.	More detailed article.	Contractor needs some clarifications to understand the purpose of this article.	zie antwoord onder 1 en 2
67		38 Article 38. Installation 38.1. If the nature and/or scope of the Deliverable warrants this, the Supplier may inspect the place of Installation of the Product prior to Delivery. 38.2. If the Supplier considers the place of Installation to be unsuitable, it will immediately notify the Contracting Authority of this. The Contracting Authority and the Supplier will then consult together to determine a suitable place of Installation.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
68		39 Article 39. Guarantees Further to article 12, the Supplier guarantees that: a) the Product will be composed of new parts upon Delivery; b) at the time of Delivery it will have full title to the Product and that the Product is not subject to any reservation of title, limited right or seizure or attachment by a third party and is free from other encumbrances and limitations.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
69		40 Article 40. Special duty to provide information For at least three years after the conclusion of the Contract the Supplier will, of its own volition, provide the Contracting Authority with information about ways of enhancing the operation of the Product.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
70		41 Article 41. Producte modification Where a manufacturer prescribes a Product modification, the Supplier will ensure that the modification is made as quickly as possible and free of charge either by itself or by the manufacturer of the Product.	Deletion of this article.	Non-applicable to SaaS Subscription.	zie antwoord onder 1 en 2
71		42 Article 42. Additionnal definitions Further to article 1, the following terms, where written with initial capitals, are defined as follows in this special part of the ARBIT: 42.1. Escrow: the depositing of the Source Code (or a copy thereof) with an independent third party to enable the Contracting Authority, in cases where one or more of the conditions specified in the Escrow Agreement are fulfilled, to use the Source Code (or cause it to be used) to resolve faults and otherwise maintain and manage the Standard Software. 42.2. Installation Copy: a data carrier containing the Standard Software for which the Licence is granted. 42.3. Owner: the person in whom the intellectual property right to the Standard Software is vested.	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2

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72		43 43.1. Subject to the Terms and Conditions, the Supplier grants to the Contracting Authority a perpetual and irrevocable Licence to the Standard Software and to New Versions thereof if the Contracting Authority is entitled to receive them. The Licence does not entail any transfer by the Supplier to the Contracting Authority of any patent, copyright or trademark in relation to the relevant Standard Software. 43.2. The Licence in any event includes the following (for which the Contracting Authority does not owe any additional fee): a) the right to use all functionalities of the Standard Software that are accessible to the Contracting Authority, even if they are not mentioned in the Documentation; b) the right to make, save and regularly test copies of the Standard Software and keep them on hot standby for the purposes of disaster recovery; c) the right to use the Standard Software for testing and development purposes; d) the right to use the Standard Software without any limitation or restraint in terms of place, hardware, duration and so forth, including its use by third parties on behalf of the Contracting Authority. 43.3. The Contracting Authority may make and use copies of the Standard Software as often as it considers necessary for the purpose of its operational activities. If it does so and thus owes an additional payment to the Supplier it will notify the Supplier of this with due dispatch. The Contracting Authority may not remove any notices of ownership and copyright when reproducing Standard Software. 43.4. Until the moment of Acceptance of the Standard Software, the Contracting Authority obtains from the Supplier a non-exclusive right to use the Standard Software for installation and testing purposes. 43.5. If the Supplier repairs Defects in the Standard Software only by issuing Patches or Enhanced Versions, the Contracting Authority is entitled to receive and use them free of charge during the guarantee period referred to in article 12.2, even if it has not agreed	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
73		44 Article 44. Guarantees Further to article 12, the Supplier guarantees that: a) the Standard Software does not contain any technical features, functions or other extraneous elements that could prevent the Agreed Use at any time, whether temporarily or otherwise; b) if it is not the Owner of the Standard Software, it has been authorised by the Owner to grant this Licence to third parties on behalf of the Owner. The Supplier will furnish the Contracting Authority, on request, with a copy of the authorisation.	Further to article 12, the Supplier guarantees that the Standard Software does not contain any technical features, functions or other extraneous elements that could prevent the Agreed Use at any time, whether temporarily or otherwise;	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
74		45 Article 45. Provision of an Installation Copy 45.1. The Supplier will, if possible, provide the Contracting Authority with an Installation Copy or enable it to make a copy itself. The price of the copy is included in the Fee. 45.2. If the Contracting Authority is entitled to receive New Versions, the provisions of article 45.1 will also apply to them. 45.3. If the Installation Copy has been mislaid or has been damaged in such a way that the Agreed Use is no longer possible, the Supplier will, on request and with due dispatch, provide the Contracting Authority with a new Installation Copy of the original version delivered to the Contracting Authority and of any Enhanced and New Versions thereof used by the Contracting Authority or will enable the Contracting Authority itself to make such a copy. In so far as applicable, the Supplier will be entitled only to reimbursement of the cost price of the materials of the Installation Copy.	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
75		46 Article 46. Conversion into other Licences 46.1. If the Supplier wishes at any time to convert the Licence granted to the Contracting Authority into another licence in respect of the Standard Software, it will consult in advance with the Contracting Authority about this and about the exchange ratio to be applied in this connection. Such a conversion may not have disadvantageous consequences of any kind whatever for the Contracting Authority. 46.2. If the parties do not reach agreement in the consultations referred to in article 46.1, the Contracting Authority may continue to exercise its Licence in full.	Deletion of this article.	Non-applicable to SaaS Subscription. The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2

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Nr.	Locatie (document, hoofdstuk, pagina)	Oorspronkelijke tekst	Tekstvoorstel	Toelichting/reden	Antwoord
76		47 Article 47. Escrow 47.1. The Contracting Authority may at all times require the Supplier to provide for Escrow, even if this has not been initially agreed. 47.2. The Escrow must include all information not in the public domain that is reasonably needed by the Contracting Authority to resolve faults and maintain and manage the Standard Software in such a way that it can continue to make the Agreed Use thereof. The Escrow must satisfy the conditions normally applicable to escrow in the Dutch market at the time the arrangements are made. 47.3. If Escrow forms part of the Contract, the Supplier will furnish the Contracting Authority with proof that the Escrow fulfils the relevant provisions of the Contract or make provision for such an arrangement with due dispatch. 47.4. Even if Escrow does not form part of the Contract, the Contracting Authority is still entitled subsequently to require that such an arrangement be concluded or to accede at any time to an Escrow agreement as referred to in article 47.2. Any reasonable costs incurred in this connection will be borne by the Contracting Authority.	The source code of each major release of the standard Software Solution is deposited at the French APP ("Agence pour la Protection des Programmes"). The Contracting Authority is allowed to request access to such source code in order to maintain and further develop the Software Solution for internal purposes only, in the following circumstances: (a) if the Counterparty makes the decision to fully stop selling services relating to or granting subscription and usage right and/or licences of the standard Software Solution and if this activity is not handled by a third party having the right to do so, (b) if the Counterparty goes into final liquidation and that its activity is not handled by a third party having the right to do so. Under no other circumstances may the Contracting Authority have access to the source code, which is the Counterparty's intellectual property asset and confidential information.	The Client purchases a right to use the Services, but no IP rights on the Software Solution.	zie antwoord onder 1 en 2
77		48 48.1. Secondment: the provision of Staff by the Contractor to the Contracting Authority to carry out work under the direction and supervision of the Contracting Authority. 48.2. Custom Software: Software specifically developed or yet to be developed for the Contracting Authority or modifications to Standard Software specifically made for the Contracting Authority.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
78		49 The work will be carried out at the time and place specified in the Contract. The Contracting Authority may change the place where the work is to be carried out, provided that it makes this known to the Contractor no later than three Working Days before the change is to take effect. If the change demonstrably causes extra costs for the Contractor, the Contracting Authority will reimburse such costs. If the opposite is the case, the Contracting Authority is entitled to a corresponding reduction in the Fee.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
79		50 If the Contracting Authority enters into the Contract on the basis that it will be implemented by one or more specific persons, the Contractor will ensure that these persons are and remain charged with its actual implementation.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
80		51 51.1. The Contractor will report to the Contracting Authority on the progress of the work in the manner specified in the Contract. In doing so it will provide information about the state of the work, the number of hours spent on the Public Service Contract to date and other aspects relevant to its performance. 51.2. The parties will consult together as often as they consider necessary about the progress of the work.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
81	53.4	53.4 Upon request, the Contractor will immediately grant the Contracting Authority access to the agreements on employment conditions referred to in paragraph 2 if the Contracting Authority considers this necessary to prevent or deal with a salary claim concerning work carried out for the purpose of the performance of the Public Service Contract.	Deletion of this article.	For privacy and security reasons, Contractor won't grant access to the agreements on employment conditions.	zie antwoord onder 1 en 2
82		57 Articles 54 to 56 apply mutatis mutandis to the development of Custom Software	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
83		58 A Public Service Contract to develop Custom Software includes Completion. Completion involves the handing over of the Source Code and the Object Code	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2

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84		59 59.1. Without prejudice to the provisions of article 11, Acceptance of Custom Software will take place as follows. 59.2. The Contractor will give the Contracting Authority timely notice of Completion in respect of the Custom Software. 59.3. If the Contracting Authority carries out or commissions an acceptance test, it will draw up and sign a test report as quickly as possible and send it to the Contractor. The test report will record any Defects that are discovered and whether the Contracting Authority approves or rejects the Custom Software. 59.4. If the Contracting Authority approves the Custom Software, the date of signature of the test report will be deemed to be the date of Acceptance. 59.5. If the Contracting Authority does not approve the Custom Software when carrying out the acceptance test for the first time, it will repeat the test in full or in part within such reasonable period as it may set. Subsequently, the Contracting Authority will record in a supplementary test report whether the Defects discovered in the first test have been repaired and whether it now approves the Custom Software. 59.6. If the Contracting Authority rejects the Custom Software, the Contractor will repair the Defects at its own expense within a reasonable period set by the Contracting Authority and starting on the date of signature of the test report. If the Contractor fails to make the repairs, the Contracting Authority may itself repair the Defects, or have them repaired by a third party, at the expense of the Contractor after giving notice to the Contractor. In such cases the Contractor will cooperate fully and free of charge, for example by providing the necessary information to the Contractor as soon as it requests. If the Contracting Authority itself repairs a Defect, or has it repaired by a third party, for the reason referred to above, this does not in any way relieve the Contractor of its agreed responsibilities for the Custom Software. 59.7. If the Contracting Authority once again rejects the Custom Software after the second acceptance test, the Contractor will be deemed to be in default as a result. In that case the Contracting Authority may appeal the Contract with immediate effect.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
85		60 60.1. If the Contracting Authority itself maintains Custom Software or has it maintained by a third party, the Contractor will assist it, on request, for a fee set at the current market rate. For this purpose, the Contractor will, on request, provide the requisite information or supplementary information to the Contracting Authority or a third party used by it in this connection. The above also applies to management activities carried out in respect of Custom Software by the Contracting Authority itself or by a third party on its behalf. 60.2. If the Contracting Authority has agreed with the Contractor that the latter will also carry out Maintenance, the relevant provisions of that Contract will apply.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
86		61 Secondment exists – and hence articles 61 to 67 apply – only if the relevant Contract has been expressly designated by the parties as a Secondment Agreement	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
87		63 63.1. The working days and working hours of Staff made available by the Contractor will be the same as those of the Staff of the Contracting Authority at the same location. 63.2. Overtime occurs only if work is carried out at the request of the Contracting Authority outside the working days and working hours referred to in article 63.1. Work carried out for a maximum of half an hour immediately after the working hours referred to in that article is not deemed to be overtime.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
88		65 65.1. Staff of the Contractor will take leave only after consulting with the Contracting Authority and allowing for the normal progress of the work. 65.2. The costs of leave taken by Staff of the Contractor will be borne by the Contractor. 65.3. The costs of courses taken at the request of the Contracting Authority and the costs of the consequent time off work will be borne by the Contracting Authority. 65.4. Each year the Contracting Authority may designate a number of days on which its office will be closed for reasons to be specified. On such days no work will be performed by Staff of the Contractor at that location.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
89		66 The Contractor indemnifies the Contracting Authority against claims by Staff of the Contractor based on the alleged existence of an employment contract with the Contracting Authority.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2

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90		67 67.1. The Contractor will indemnify the Contracting Authority against the hirer's liability for salaries tax and social insurance contributions and for turnover tax that the Contractor, or third parties used by it, may be or become liable to pay in connection with the performance of the Contract. 67.2. The salaries tax, social insurance contributions and VAT that must be remitted by the Contractor in connection with the performance of the Contract may be paid by the Contracting Authority to a 'G account' of the Contractor. If the Contractor does not have a G account it will open one, if possible as soon as the Contracting Authority so requests, and will do whatever is necessary to maintain such an account.	Deletion of this article.	Non-applicable to SaaS.	zie antwoord onder 1 en 2
91	68 to 84	Special Provisions on Maintenance Specific Maintenance	Articles on Maintenance are to be provided by Contractor.	As a SaaS, Contractor's SLA need to apply.	zie antwoord onder 1 en 2