

**AGREEMENT ON COOPERATION IN THE OPERATION OF
THE CANTEEN AND CATERING SERVICES**

THE UNDERSIGNED:

1. The public legal entity European School Bergen N.H., established in (1862 BC) Bergen N.H. at Molenweidjtje 5, represented by its director, Mr P. Frithiofson, hereinafter referred to as: “European School”,

and
2. \$

The party sub 2 is hereinafter referred to as the **Contractor**.

TAKE INTO ACCOUNT THE FOLLOWING:

The European School has launched a tender to designate a canteen operator and provide catering services.

\$ enrolled, and the European School awarded the contract to \$.

The parties wish to formalise the agreements made in the context of the invitation to tender in this agreement.

The agreement enters into force with the start-up of the next school year.

CORRESPOND TO THE FOLLOWING:

Article 1: Subject matter of the Agreement

- 1.1 As of the school year 2022/2023, the contractor will benefit from the canteen for pupils and employees in the building of the European School in Bergen. The (canteen of the) sports hall of the European School is excluded from the Agreement.
- 1.2 Starting from the school year 2022/2023, the contractor will provide catering for the European School, whether or not from the school canteen in the building of the European School Bergen.
- 1.3 The scope of the assignment, the opening hours of the kitchen and the canteen and the range that the Contractor will deliver are described in **Annex 1** to the Agreement. The prices have been agreed in more detail and are shown in **Annex 2**.
- 1.4 At the simple request of the European School, the Contractor provides a Declaration on the Behaviour of Natural Person ('VoG np') for his employees working in the European School.

Article 2: Duration of the Agreement and Interim Termination

- 2.1 The Agreement has a duration of four school years and ends automatically after the expiry of the term. The parties may agree to extend this contract twice for the duration of one year.
- 2.2 The Agreement starts on 29 August 2022.
- 2.3 The European School grants the Contractor the exclusive right to operate the canteen of the European School during the term of the Agreement, subject to the effective termination and termination of the Agreement.
- 2.4 The European School shall have the right to terminate the Agreement in writing in writing with a period of three months and always at the beginning of a new school year.

- 2.5 If during the term of this agreement the European School has to move from Bergen to Alkmaar, the European School reserves the right to terminate this agreement, after oral consultation with the Contractor.
- 2.6 The European School has the right to terminate the Agreement immediately if the Contractor does not comply with any obligation under the Agreement, not properly or in good time. Such termination shall take place after the European School has sent a letter of formal notice setting a period of at least fourteen working days within which the offender can still perform properly to the infringer of the provision.
- 2.7 The European School shall have the right, without complying with the period referred to in Article 2.6, to unilaterally terminate the Agreement with immediate effect if with regard to the Contractor:
- the Contractor is charged with preservative or executorial seizure of his property and such attachment has not been lifted within thirty days of its establishment;
 - the bankruptcy has been pronounced or has been filed by a creditor or by the Contractor himself;
 - the debt reorganisation scheme of natural persons has been applied for;
 - suspension of payment is requested;
 - a debt settlement (whether private or not) is offered to the Contractor's creditors;
 - it is decided to liquidate or dissolve.
- 2.8 After the termination of this Agreement, whatever its cause, those articles of the Agreement which are intended to do so by their nature shall remain in force.

Article 3: Implementation of the Agreement.

- 3.1 For the implementation of the Agreement, the parties make agreements about the fixed opening hours of the kitchen and canteen. If such consultations do not lead to

agreement, the European School shall unilaterally determine those opening hours, taking into account the outcome of what has been expressed in the consultation as mutual interests. Incident opening of the kitchen and the canteen shall be agreed one week prior to the said opening up by agreement between the parties.

- 3.2 For the purposes of the agreements referred to in Article 3.1, the European School shall make annually, in advance, a schedule of holidays and school hours available to the Contractor. The Contractor will consult this calendar on the website of the European School.
- 3.3 In the performance of the Agreement, the Contractor shall comply with all requirements laid down by the law and the regulations derived therefrom on the persons who carry out the work and the (aid) equipment to be used.
- 3.4 Before the start of the school year, the Contractor and the European School shall draw up a risk analysis of hygiene aspects relating to the kitchen and canteen. The Contractor guarantees that during the school year and during the term of the Agreement they always work according to the applicable hygiene regulations. The contractor keeps the kitchen and the canteen clean daily and periodically so that the applicable hygiene regulations are respected at all times. The parties agree that users of the canteen themselves remove tables and return their used items in designated racks to the designated places. Maintenance of the canteen and kitchen is carried out by and on behalf of the European School.

- 3.5 The kitchen is owned by the European School and is made available to the Contractor for the duration of the Agreement so that the Contractor can provide the present catering activities for pupils and employees of the European School. The Contractor is prohibited from using or making available to third parties the kitchen put into use for purposes other than those described in the previous sentence.
- 3.6 In view of the provisions of Article 3.5 of the Agreement, the European School shall maintain the kitchen, the equipment and canteen contained therein. The European School makes the investments to be spent on its property. The Contractor shall not be entitled to an investment or replacement of equipment which it considers necessary if the European School does not share the need for such investment or replacement.
- 3.7 With a view to the provisions of Articles 3.5 and 3.6 of the Agreement, the Contractor shall notify the European School within two working days of the adoption if any part of the kitchen (including equipment) does not function (in whole).
- 3.8 For the execution of the Agreement, the Contractor only engages employees who have been adequately trained. They guarantee that they themselves and the employees to be engaged by them carry out the intended work accurately, accurately and in a professional manner.
- 3.9 The contractor carries out the catering work at his own expense and risk. The employees referred to in the Agreement are employed by the Contractor. There is no employment relationship between the said staff and the European School.

3.10 The European School does not charge the Contractor any costs for the use of the kitchen. If the Contractor considers that the business operation is or is likely to become unprofitable, he will inform the European School in good time, in writing and in advance. The communication, as referred to in the previous sentence of this paragraph, shall include a statement of the figures on the basis of which the Contractor concludes that this unprofitability. The European School shall have the right to check the figures referred to in the previous sentence of this Article.

3.11 The costs of gas, water and electricity involved in the normal use of the kitchen, the associated storage rooms, refrigerations and the canteen are not charged to the Contractor, but are borne by the European School.

3.12 the employees to be engaged by the Contractor will comply with security measures and access protocols that apply to the European School. By signing the Agreement, the Contractor declares that he has taken note of these measures and protocols. The parties shall make separate agreements on:

- the departure of access passes,
- the use and delivery of keys to the kitchen facilities and the canteen,
- compliance with legitimisation obligations,

these shall be further recorded in writing and shall be annexed to the Agreement as bljlage 3.

3.13 The contractor and the European School conduct a monthly consultation on the execution of the catering work and the Agreement. To this end, the European School shall appoint the school's director as the contact person. Contractor designates \$ as contact for the first time.

Article 4: Secondment

The parties note that no staff member of the European School carries out work in the kitchen/canteen.

Article 5: Confidentiality

- 5.1 The Contractor is obliged to the European School to strict confidentiality of all that is or will become known to them in the context of the Agreement or the implementation thereof in respect of the European School.
- 5.2 The Contractor shall treat all information strictly confidential, unless such information is of general publicity or if disclosure thereof is required by law.
- 5.3 The obligation of confidentiality and confidentiality referred to in Articles 4.1 and 4.2 also imposes the Contractor on all employees of the Contractor.

Article 6. Miscellaneous

- 6.1 The Agreement shall have legal effect only if each party has validly signed it. If or become partially invalid or ineffective, the parties will remain bound by the remaining part. The parties shall replace the invalid or non-binding part by terms which are valid and binding and whose consequences, having regard to the content and scope of this agreement, correspond as far as possible to those of the invalid or ineffective part.
- 6.2 The Agreement cannot be dissolved in whole or in part. Error in the conclusion of the Agreement is for the account of the error.

- 6.3 The Agreement contains all that has been agreed by the parties in relation to the subject matter thereof. With effect from the date on which this Agreement enters into force, all agreements and agreements that the parties may have concluded or entered into earlier.
- 6.4 Except as otherwise provided in the Agreement, any right that a party derives from the Agreement shall be vested in him without prejudice to all other rights and claims arising from the Agreement and all rights and claims arising from the law. No right of a party under the Agreement or the law is affected by the failure to invoke that right or of a protest against a breach of an obligation by the other party.
- 6.5 Unless expressly provided otherwise in the Agreement, it does not contain any third party clauses on which a third party may rely on a party to the Agreement.
- 6.6 The Annexes to the Agreement shall form an integral part of the Agreement.
- 6.7 The Agreement may only be amended or supplemented in writing.

Article 7: Applicable law and competent court

- 7.1 The Agreement is exclusively subject to Dutch law.
- 7.2 Any general terms and conditions of the Contractor will not apply: to the extent necessary, the European School expressly rejects these general terms and conditions.
- 7.3 All disputes arising in connection with this agreement, including disputes about the existence and validity thereof, will be settled by the court in Alkmaar to the exclusion of any other court.

THUS MADE UP AND DRAWN IN DUPLICATE:

on _____ 2022

For the European School

For Contractor

Mr P. Frithiofson

\$

Director

Appendices

Annex 1 — Cutlery Part 1 and Part 2

Annex 2 — Pricelist Contractor

Annex 3 — Security at the European School