



Employee Insurance Agency
General Purchase Conditions for ICT 2021

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A. GENERAL PROVISIONS

The General Purchase Conditions for ICT 2021 ("**Conditions**") consist of these General Provisions and Special Provisions. The General Provisions apply to all IT agreements entered into by UWV. The Special Provisions, together with the General Provisions, relate to specific IT agreements concluded by UWV.

1. DEFINITIONS

In these General Purchase Conditions as well as in the Agreements and Orders in which these General Purchase Conditions are declared applicable, the following definitions are applied.

Acceptance	The approval by UWV of (parts of) the Performance
Acceptance Procedure	The procedure laid down in the Agreement by which UWV shall assess whether or not it will accept the Performance
Adaptive Maintenance	The adjustment of the Software if other equipment and/or software is modified and/or the influence of external factors and/or connection of other equipment and/or software gives rise to this
Delivery	The delivery by Contractor of Goods in the manner provided for in the Agreement, as evidenced by a proof of receipt issued by UWV
Equipment	The hardware and associated Documentation and Materials described in the Agreement
Appendix	An addendum to the Agreement, which thereby forms part hereof
Source Code	The set of program instructions in their original programming language intended for execution by a computer, including associated Documentation, in such a way that a reasonably experienced and qualified software programmer can fully understand the structure of the Software
Conversion	The set of measures and activities aimed at the transition from the existing use of Software and/or Equipment to use of (a) new (version of)



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	Software and/or Equipment
Corrective Maintenance	The detection and repair by Contractor of Breakdowns, which UWV has reported to him or which Contractor has otherwise discovered
Secondment	The provision of Staff by Contractor to UWV to perform work under the management and supervision of UWV
Services	All work activities carried out by Contractor in accordance with the Agreement
Documentation	The descriptions of the Performance and its properties provided by Contractor, whether or not specifically intended for the Installation, Implementation, use and/or Maintenance thereof
Escrow	Depositing (a copy of) the Source Code with an independent third party so that UWV may, upon fulfilment of one or more conditions specified in the Escrow Agreement, use it (or have it used) on its own authority to correct errors and otherwise maintain and manage the Standard Software
Final Deadline	A deadline expressly agreed as such by the parties regarding which, if exceeded by one of the parties, said party is immediately, i.e. without notice of default, deemed to be in default with respect to the other party regarding which the deadline was set
Defect	Any defect as a result of which the Performance does not meet the Agreed Use
Right of Use	The right under which UWV is authorized to install and use Software in accordance with the Agreed Use, including all reasonably necessary, temporary or non-temporary, duplications and disclosures
Goods	All items (corporeal objects which can be subject to human control, such as Equipment) and non-corporeal property rights (such as rights to Software) to be provided by Contractor under the Agreement



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Implementation	The set of actions and activities required to enable all parts of the Performance to be used separately and in conjunction with each other in UWV's organization, in such a way that all users of UWV can work with it in accordance with the Agreed Use
Indirect Damage	Any damage which is not direct damage within the meaning of Article 31
Innovative Maintenance	Making available by Contractor to UWV of Upgrades or newly developed parts of Equipment and/or new Documentation
Installation	The installation and connection of the Equipment and/or the introduction of Software by Contractor
Custom Software	Software, changes or improvements to Software, developed specifically for or at the request of UWV as part of or in connection with the performance of the Agreement. This also includes parameters, algorithms, architectural designs, fundamental ideas, principles, methods and other preparatory documents and defined ideas developed specifically for UWV on Standard Software and possibly Third-Party Software
Materials	The tools required for Installation, Implementation, use, Maintenance, and modification of Performance such as software/hardware supplies, interfaces, compilers, cabling and power supply
Object Code	Translation of the Source Code into a code that is readable and executable by a computer
Maintenance	Work to be carried out by Contractor aimed at restoring and/or improving Performance, as specified in the Agreement and the SLA
Support	Providing assistance and advising on the use and functioning of the Performance
Order	A call for Performance within the framework of an Agreement



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Contractor	The contracting party to the Agreement with UWV
Education	Training and education of UWV Staff at the request of UWV, so that they can ensure the Performance of specified work
Delivery	The provision by Contractor of (parts of) the Performance for Acceptance
Agreed Use	The intended use of the Performance as evidenced by the Agreement and/or the information exchanged and/or on the basis of the information referred to in Article 3 is known or should be reasonably known to Contractor, to the extent that such use is not expressly excluded or restricted in the Agreement
Agreement	The Agreement concluded between UWV and Contractor, to which these Conditions apply. In contract documents underlying this Agreement, it is also referred to as a Framework Agreement or Agreement.
Staff	The members of staff and/or auxiliary persons to be engaged by the parties in the performance of the Agreement
Personal datum	A personal datum referred to in Article 4 (1) of the General Data Protection Regulation. A personal datum concerns all information about an identified or identifiable natural person.
Performance	The Goods to be delivered by Contractor or the Services to be performed by Contractor or a combination thereof, including the provision of Materials and Documentation
Preventive Maintenance	Taking measures by Contractor to prevent breakdowns
Software	Program lines such as those, directly or indirectly, which can be used by a computer to provide certain functionality(s)
In Writing	In Writing, for the purposes of these Conditions, shall be taken to mean by mail, e-mail, and fax. If the parties wish to equate any other means of communication with In Writing,



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	this must be expressly provided for in the Agreement.
Specifications	The functionalities that must be available in the Performance and/or the technical or functional requirements that the Performance must meet, as provided in the Agreement
Standard Software	Software developed for general use which is not made available exclusively to UWV
Breakdown	A deviation in the Performance leading to a stagnation in the Agreed Use
Update	A subsequent version of the Software created in the context of Maintenance in which defects are corrected or security or logical consistency is improved. An Update does not add any new functionality
Upgrade	A subsequent improved and/or new version of the Software that adds functionality
UWV	Employee Insurance Agency
Fee	The total fee for Contractor in return for the Performance of all the services to be performed, in accordance with the agreements in the Agreement
Conditions	These General Purchase Conditions for ICT
Working Days	Calendar days except weekends and recognised public holidays in the Netherlands (except the 5th of May)

The definitions are used in singular or plural form.

2. Applicability and Deviations

1. Deviations from and additions to these General Purchase Conditions and the Agreement are only binding when expressly agreed on between the parties In Writing.
2. If one or more provisions of these General Purchase Conditions prove to be void, are voided or become void in another manner, the other provisions of these General Purchase Conditions shall remain in force as far as possible, insofar as this is in accordance with the purport of these General Purchase Conditions. Furthermore, parties shall consult each other about provisions that have become legally void in one of the above-described manners in order to conclude an alternative scheme that upholds the purport of these General Purchase Conditions as far as possible.



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3. This English translation of the UWV General Purchase Conditions is intended to facilitate non-Dutch suppliers. In the event of any differences in meaning or interpretation, the Dutch text shall prevail.
4. The applicability of general terms and conditions (of any description) of Contractor or third parties to the Agreement is expressly rejected.
5. In the event of conflict between the General Provisions of these Conditions and the Special Provisions of these Conditions relevant to an Agreement, the Special Provisions shall take precedence.
6. Contractor is obliged to comply with all applicable laws and regulations.

3. OBLIGATION TO INVESTIGATE AND PROVIDE INFORMATION

1. For the performance of the Agreement, Contractor has sufficiently enquired after:
 - a) the objectives, in connection with which UWV enters into the Agreement;
 - b) the organization of UWV, insofar as relevant to the Agreement.
2. UWV has provided Contractor with sufficient information for the purposes of Article 3.1. UWV shall provide Contractor with additional information on request insofar as it is not confidential and must be deemed reasonably relevant for the performance of the Agreement.
3. In the performance of the Obligation to Investigate and Provide Information from Article 3.1, Contractor has also made an assessment of the feasibility of the Performance. Contractor confirms that he has made use of the possibilities offered to request information about the Agreed Use of the Performance and to clarify any ambiguities.
4. The parties shall keep each other informed of developments and changes which may be relevant to the performance of the Agreement.

4. EQUIPMENT DELIVERY

1. The parties shall visually inspect the Equipment upon Delivery for the nature, quantity and external damage.
2. In the event of observed damage or incorrect Equipment found, UWV is under no obligation to take receipt of the Equipment. This does not affect Contractor's obligation for timely Delivery.
3. Without prejudice to the provisions of Article 4.2, UWV shall sign the packing slip offered by Contractor, and Contractor shall send a copy by e-mail as proof of received



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Equipment. This evidence is without prejudice to the rights of UWV under the Agreement and does not constitute Acceptance.

4. Goods delivered to UWV ahead of the delivery schedule and Delivery of only part of the Equipment to be delivered under the delivery schedule need not be accepted by UWV. The Equipment concerned may be returned to Contractor at his expense and at his risk.

5. IMMINENT DELAY

1. If the execution of the Performance is likely to be delayed, Contractor shall immediately inform UWV of the cause and consequences thereof. In such a case, Contractor is obliged to do everything in his power to fulfil his obligations, including in any case drawing up a plan of action, describing how the delay will be recovered. Contractor shall submit this plan of action to UWV for Acceptance. After Acceptance, Contractor shall implement this as soon as possible. This does not alter the authority of UWV, as laid down in Articles 29 (Termination and Cancellation) and 31 (Liability) of these General Purchase Conditions.
2. If UWV fails to meet (in time) its obligations under an Agreement and if this could affect the Contractor's performance of his obligations under the same Agreement, Contractor shall immediately inform UWV of this In Writing. In that case, Contractor shall specify to UWV the expected consequences (including time consequences) of UWV's failure to meet its obligations and the effect of this failure on the obligations to be performed by Contractor. If Contractor has given notice in time and in an adequate manner and insofar as Contractor continues to meet the provisions of paragraph 3 of this Article, the period in which Contractor can perform the relevant obligation is extended by the duration of the delay caused by UWV's failure to meet its obligations.
3. If UWV remains in breach of an Agreement, Contractor shall do his utmost to avoid or limit the negative consequences of the default for the performance of the Agreement and shall continue to perform his obligations ensuing from the Agreement to the best of his abilities. Any reasonable costs incurred in this context shall be borne by UWV.
4. Contractor may only claim a term extension under Article 5 (2) and (3) in so far as he fulfils his obligations under those paragraphs. The provisions of Article 5 (2) and (3) shall not affect any other obligations arising from the Agreement.

6. RISK AND TRANSFER OF OWNERSHIP

1. The risk of damage or loss of Equipment subject to the Performance or which form part of the Performance shall be transferred to UWV at Delivery. However,



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if the Equipment is rejected upon Delivery, Contractor shall continue to bear the risks mentioned above.

2. Without prejudice to the provisions of Article 20 (Intellectual Property), the ownership of (parts of) the Performance shall be transferred to UWV upon Acceptance.

7. ACCEPTANCE PROCEDURE AND ACCEPTANCE

1. UWV is entitled to submit the Performance to an Acceptance Procedure. Contractor shall cooperate upon request of UWV. The acceptance criteria established by UWV shall be laid down in or to the Agreement.
2. UWV is not obliged to make any payment to Contractor before Acceptance has taken place.
3. Acceptance of the Performance provided by Contractor must be made In Writing by UWV. UWV shall not refuse Acceptance on unreasonable grounds or delay it unnecessarily. Payment of an invoice or interim use of the Performance does not imply Acceptance thereof.
4. The results of the Acceptance Procedure and any other tests shall be recorded by UWV In Writing in a test report, which shall be signed by the designated contact person or legal representative of both parties.
5. If UWV accepts the Performance despite the observed presence of one or more Defects, it shall inform Contractor thereof in a notification or in the test report. Contractor shall remedy those Defects in accordance with the provisions of Article 8. In such cases, UWV is entitled to withhold 10% of the Fee until the Defects have been remedied.
6. If, whether or not after completing an Acceptance Procedure, UWV finds that the delivered Goods and/or Services performed do not comply with what has been agreed, UWV shall send a notification of rejection In Writing to Contractor, and shall be entitled to demand repair, improvement or replacement, at UWV's discretion, and within a period to be set by UWV, or, in case of immediate default of Contractor, to terminate the Agreement in full or in part, without further notice of default, in accordance with the provisions of Article 29 (Termination and Cancellation) of these General Purchase Conditions, without prejudice to its rights to compensation for the damage suffered by UWV.
7. In case the agreed on date or dates of Delivery are exceeded - without a demand or notice of default being necessary and except in cases in which Contractor demonstrates that the reason the term was exceeded is due to a shortcoming not attributable to him - UWV may:
 - a) impose an immediately payable penalty of 1% of the Fee not liable to compensation, up to a maximum of 50% of the Fee with a minimum of € 250,= for



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every Working Day that the agreed date of Delivery is consequently exceeded.; and/or
b. may charge the statutory interest on the amounts paid in advance by UWV, over the period starting from the date of the term is exceeded until full compliance with the Agreement by Contractor.

8. The preceding paragraph shall not affect the other rights of UWV, including those relating to compliance, termination and full compensation of the damage
9. The penalty payable by Contractor plus statutory interest are offset against any amounts to be paid by UWV to Contractor.

8. WARRANTIES

1. Contractor warrants that the performance complies with the Agreed Use.
2. Contractor warrants for a period of 12 months following Acceptance that he will repair Defects at his expense, unless otherwise agreed in the Agreement. If UWV wishes to invoke this warranty, it shall inform Contractor In Writing and in urgent cases orally. Contractor shall repair Defects within the time limit set by UWV, and UWV shall take into account the seriousness and nature of the Defects.
3. To the extent that UWV suffers damage because Contractor fails to comply with Article 8 paragraphs 1 and 2, he shall reimburse damage which UWV suffers as a result of this. This also applies to damage that occurs despite the installation of a temporary solution. Article 31 (Liability) shall apply mutatis mutandis.
4. Contractor warrants in addition to Article 8. 2 that he shall remedy at his expense any Defects that UWV found during the Acceptance Procedure but which did not prompt UWV to refuse Acceptance, as soon as possible following Acceptance, but in any event within the time limit set by UWV.
5. The warranty referred to in Article 8. 2 does not apply to the extent that Contractor shows that a Defect has arisen as a result of a change in the Performance made by UWV or a third party engaged by UWV, without his approval. Nor does the warranty apply if a Defect is demonstrably the result of improper, careless or inexperienced use of the Performance by UWV.
6. Contractor warrants that he shall maintain Equipment and/or Software up to 5 years following the date of Acceptance in the manner specified in the Special Provisions for Maintenance.
7. If Defects result in Performance failure periods for consecutive 12-hour or more periods, these failure periods will be added together and the warranty period will be extended by the total of these failure periods. If the failure periods which are due to one and the same Defect amount to an accumulated total



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of 10 Working Days or more, the warranty period shall be renewed be renewed with another 12 months, as of the date on which the Defect is rectified, unless otherwise agreed in the Agreement.

8. Contractor warrants that he shall deploy sufficient Staff and that the Staff shall have the skills and qualifications necessary for the Performance.
9. Contractor warrants that he does not make available to UWV Staff or have such Staff work at UWV who also work for third parties if the Staff concerned may end in a conflict of interest.

9. PACKAGING

1. At the request of UWV, all Goods shall be packed by Contractor in such a way that they are suitable for efficient storage by or for UWV.
2. All packaging and waste shall be taken back by Contractor at the time of Delivery and Installation, respectively, to UWV at the expense and risk of Contractor, unless UWV has indicated to keep Goods in question in stock.
3. Contractor shall use environmentally-friendly packaging as much as possible.

10. DOCUMENTATION

1. Contractor shall make available to UWV Documentation relating to the Goods and their Maintenance. UWV shall specify the number of copies of the Documentation.
2. The Documentation must provide a correct, complete, detailed and accessible description of the Goods and/or their Maintenance, and must contain such information that users are able to operate the Goods quickly, effectively and efficiently and the Staff of UWV are able to change the settings of the Goods.
3. UWV may reproduce, modify and publish Documentation for use within its organisation, without incurring any additional fees, provided that any copyright notices and the like are maintained.
4. The Documentation must be written in Dutch. Only with the prior approval of UWV may the Documentation be written in English.
5. Contractor shall replace, modify or adjust the Documentation at his expense as soon as possible if at any time it appears that it contains incorrect information or is otherwise incomplete, inadequate, unclear or out-of-date.



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11. USE, OWNERSHIP AND RETURN OF GOODS

1. All Goods - including information and recorded ideas whose intellectual property rights or copyright are vested in UWV - which have been made available to Contractor by UWV for the performance of the Agreement, or which Contractor has acquired or manufactured at the expense of UWV shall remain or become the full property of UWV, respectively.
2. Unless expressly agreed otherwise In Writing by the Parties, if Materials of UWV have been processed in items of Contractor and constitute a new item, ownership rests with UWV.
3. Contractor is obliged to earmark the Goods described in the first paragraph of this Article as the recognisable property of UWV, to handle such Goods with due care and to ensure they remain in good condition and, if they leave UWV's business area, to insure them against risk of damage, loss and theft at the cost of Contractor, for as long as Contractor acts as the holder of the Goods for UWV.
4. The manner of use of the Goods referred to in the first paragraph of this Article is at the full risk of Contractor.
5. If Contractor fails to return the Goods referred to in the first paragraph of this Article or returns them incomplete or damaged, Contractor must pay compensation to UWV to cover the damage incurred by UWV.
6. Without approval In Writing of UWV, Contractor is not permitted to use the Goods referred to in the first paragraph of this Article for a purpose other than in support of the service provision to UWV. Nor is Contractor allowed to make these Goods available to third parties without the approval In Writing of UWV other than those third parties engaged for the performance of Agreement with the approval of UWV.

12. PRICES AND RATES

1. Contractor undertakes to use a transparent price and rate calculation and to make it accessible to UWV. At the request of UWV, Contractor shall provide UWV insight into the financial data, documentation and data relevant to prices and rates (if available), but with respect to the same good or service no more than once a year. Contractor shall retain the relevant data for the item of inspection, so that UWV can extrapolate, if necessary, on the basis of recent data. If UWV is not satisfied with the data, documentation and data provided for inspection, the parties will discuss what a reasonable scope is for an audit to be carried out on behalf of UWV. UWV may then audit the prices and rates charged to UWV in order to determine whether they are in conformity with the Agreement. Such an audit will in principle be carried out at the expense



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of UWV by one or more registered accountants designated by UWV, or EDP auditors of the Netherlands Order of Registered EDP Auditors (NOREA), after these persons have signed a non-disclosure agreement of Contractor. If the prices and rates charged are not in accordance with the Agreement, Contractor shall reimburse UWV for the costs and the damage which the UWV has incurred.

2. The agreed prices and (hourly) rates are expressed in Euros. Unless expressly agreed otherwise In Writing, all prices and rates include Installation costs and all other additional costs, such as reporting, Documentation, packaging, transport, insurance, travel and accommodation expenses and import duties and documents, including all taxes, excluding VAT.
3. Unless agreed on otherwise In Writing, the prices and rates referred to in the first paragraph of this Article are fixed for the duration of the Agreement.
4. At the request of UWV, Contractor shall substantiate at most once a year, with written evidence, that the prices and rates used are in line with market conditions. UWV shall be entitled to have the Goods and Services provided by Contractor to UWV, and the prices and rates applied, benchmarked by a qualified independent third party of UWV's choosing once a year but only after one year has passed since the commencement of the Agreement. At the request of UWV, Contractor shall cooperate with the benchmarking and comply with the reasonable requests made by the relevant third party, on the condition that said third party has undertaken to treat the information provided by the Parties with confidentiality. UWV shall announce its need for a benchmark to Contractor in a timely manner. The results will be made available to Contractor. If Contractor provides insufficient information to sufficiently complete the benchmark, the prices and rates are automatically lowered with five per cent (5%) for at least the following 12 months.
5. A benchmark can only be used for a forced adjustment under paragraph 7 of this Article if the Goods and Services or parts thereof and the associated prices or rates have been compared to those of similar goods and services provided by at least two other service providers, preferably under similar conditions and in the Netherlands, but, if necessary, also in other countries to enable the comparison with at least two other service providers (in which case the differences in wage levels between the various countries are taken into account). Contractor shall not form part of the benchmark.
6. The benchmark shall be executed in accordance with the methods usually applied by the benchmarker, according to the principle that comparable goods and services should have similar prices or rates; where reasonably possible, differences in circumstances or contractual conditions shall be included in the benchmark through a price correction.



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Contractor shall break down the prices and rates according to the various Goods and Services (if reasonably requested to do so by the independent third party).

7. The result of the benchmark referred to in the previous paragraph of this Article shall be compared to the relevant prices and rates under the Agreement. If the average of the relevant prices and rates from the benchmark for particular Goods and Services is lower than the relevant prices and rates under the Agreement, the latter prices and rates will be lowered to the mean price level of the benchmark, starting from the day on which UWV announced its requirement for a benchmark. If such an adjustment is made, Contractor shall bear the full costs of the benchmarker. Otherwise, UWV shall bear the costs, except for the costs to be borne by Contractor which are always at the cost of Contractor.
8. To the extent that Contractor achieves cost savings in the performance of the Agreement (after deduction of the costs incurred to realize those savings), which he was unable to concretely include in his rates upon entering into this Agreement, Contractor shall, at his own initiative, pass on 80% of the savings to UWV by substantially lowering the prices and/or rates accordingly as from the moment the savings are effectuated.
9. Only with the prior approval In Writing of UWV shall Contractor be allowed to charge costs for goods and services that fall outside the scope of the goods and services provided by Contractor under an Agreement. This approval may only be legally given by the person designated to do so according to Article 33 (Contact Persons) of these General Purchase Conditions or by Staff who may represent UWV legally. If Contractor provides such Goods or Services without the aforementioned approval In Writing, UWV shall not be obliged to compensate the associated fees, costs and/or damage.

13. PAYMENT CONDITIONS

1. Unless expressly agreed on otherwise by the parties, Contractor shall invoice the amounts due under the Agreement, along with a specification of the costs and with an order number, following the Acceptance of the Performance in the manner prescribed by UWV. Invoices that do not meet these requirements will not be paid and will be returned. Contractor is obliged to submit invoices within 3 months in accordance with the requirements set by UWV for invoices.
2. Partial invoices and partial payments are only permitted if and insofar as they are specified in the Agreement.



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3. UWV shall pay the invoice by transferring the amount due into the bank account number indicated In Writing by Contractor. Unless agreed otherwise, payment shall take place no later than 30 calendar days after receipt of the invoice by UWV.
4. Payment by UWV does not in any way entail relinquishment of rights.
5. UWV is entitled to deduct the invoice amount from the amounts due by Contractor to UWV for whatever reason.
6. If UWV exceeds a term of payment, given the provisions of paragraph 3 of Article 29 (Termination and Cancellation) of these Conditions, does not entitle Contractor to suspend or terminate his Services.

14. ADVANCE AND CREDIT INSTITUTION GUARANTEE

1. Advance payments made to Contractor prior to Acceptance shall be refunded by Contractor immediately on request if UWV does not accept the Performance.
2. If UWV has made a payment/payments for the Performance yet to be delivered under the Agreement, UWV may request Contractor to issue a credit institution guarantee "on demand" to UWV to the value of the amount(s) paid prior to such payment(s). No costs are incurred by UWV for such a guarantee. If Contractor fails to perform within the agreed term due to a shortcoming attributable to him, he shall – without prejudice to any liability arising from the provisions of Article 29 of the Conditions – owe the statutory interest on the advance payment for the period that the failure continues.
3. The credit institution guarantee "on demand" is issued by a credit institution pre-approved In Writing by UWV.

15. COOPERATION

1. The Parties are obliged to provide each other with all cooperation, data and information necessary or useful for the performance of the Agreement in good time.
2. If and insofar as this is necessary for the performance of the agreed work, UWV shall grant Staff of Contractor access to UWV buildings and make sufficient space in its offices available to Staff of Contractor.
3. If Contractor has placed equipment at UWV locations for the performance of the Agreement, UWV shall provide Staff of Contractor access to this equipment during regular office hours



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to the extent that such access is necessary for the work related to the performance of the Agreement. Contractor is bound by the rules of UWV applicable to access.

4. UWV is free to seek the services of third parties, in addition to the Services. Contractor shall cooperate with all other contractors of UWV and provide them with assistance if reasonably requested by UWV, for instance for:
 - a) ensuring the integration of third-party services or deliveries and the Performance;
 - b) the management or maintenance of equipment or Software provided by third parties;
 - c) the performance of an Acceptance Procedure on third-party deliveries or to participate in an Acceptance Procedure on Equipment or Software performed by a third party;
 - d) the provision of information about the systems managed by Contractor to facilitate compatibility with them;
 - e) the management of another contractor or the management by such a contractor, taking into account the interests of UWV.
5. UWV shall require its contractors to cooperate in harmony with Contractor and to provide assistance to Contractor as requested by UWV. At the request of Contractor, UWV shall invoke its rights with respect to its other contractors in order to have Contractor assist in the provision of the Services.
6. Contractor shall proactively report disputes between Contractor and another UWV contractor to UWV and then follow the instructions of UWV in this respect.

16. TRAINING AND SUPPORT

1. Contractor shall, if UWV so wishes, provide Training and Support to UWV Staff in order to familiarize them with the use of the Equipment and Software and, where appropriate, with the further development and Maintenance. Training and Support must be provided by Contractor's Staff, who are competent and capable of transferring their knowledge to others.
2. The scope, duration and any costs of Training and Support shall be agreed in advance in an Agreement.

17. PROGRESS REPORT

If UWV so requests, Contractor shall report In Writing to UWV on the progress of the performance of the Agreement. The frequency and content of such reporting shall be the subject of further agreements between the Parties in the Agreement.

18. STAFF

1. At the request of UWV, Contractor shall provide a list to UWV of all Staff of Contractor engaged by Contractor for the performance of the Agreement.



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2. For the performance of the Contract, Contractor shall refrain from engaging foreign nationals within the meaning of the Foreign Nationals (Employment) Act other than with a valid work permit. Contractor shall inform UWV at his own initiative if a foreign national is engaged for the performance of the Agreement and will submit a copy of the valid work permit. If the Labour Inspectorate imposes a penalty on UWV on account of Contractor engaging a foreign national, Contractor is obliged to compensate UWV for the penalty, without prejudice to the right to compensation and the other rights of UWV ensuing from the Agreement.
3. Staff of Contractor may only be replaced with the prior approval In Writing of UWV except in case of sickness, leave or another type of absenteeism. UWV shall not withhold its permission on unreasonable grounds and is entitled to attach conditions to this approval. If Staff of Contractor must be replaced due to sickness, leave or another type of absenteeism, Contractor shall proactively and immediately take the necessary measures to create the required facilities or to engage replacing Staff.
4. If UWV desires Staff of Contractor to be replaced, within the parameters of reasonableness and fairness, because it believes it to be necessary or desirable in the interest of a proper performance of the Agreement, Contractor shall oblige.
5. In case of replacement within the meaning of this Article, Contractor must make people available who are at least the equals of the persons to be replaced in terms of professionalism, training and experience and familiarity with UWV's business operations. All this is done while continuity and quality of the service provision is ensured. The training period of the replacing staff member shall be at the expense of Contractor. In case of replacement, a rate shall be charged that shall not exceed the rate laid down in the Agreement for the person who is replaced, unless the person is replaced with someone with another job profile at the request of UWV.
6. In the event of replacement of Staff, Contractor shall not charge UWV any related costs, unless Contractor proves that the request for replacement had no reasonable basis.
7. If a party considers that the turnover of Staff is too high at its company or at the other party, the parties shall discuss how to limit that turnover. At the request of UWV, Contractor shall propose and implement concrete measures to limit the turnover of the Contractor's Staff.
8. Contractor waives and shall indemnify UWV against any and all claims against UWV of Contractor Staff in connection with damage incurred by this Staff during the performance of work for UWV.



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9. If they are at UWV or in direct contact with UWV (or its clients or contacts), Contractor's Staff shall comply with UWV's code of conduct and house rules, respond to reasonable requests from UWV and behave appropriately. Staff of Contractor who work at the site of UWV shall only render services there for UWV, unless explicitly allowed otherwise by UWV. Staff of Contractor shall carry a valid proof of ID and must be able to identify as Contractor Staff.
10. UWV is entitled to demand from Contractor that he submits certificates of good conduct for Contractor Staff at least three Working Days prior to the commencement of work at UWV.
11. With due observance of the applicable legislation and regulations, UWV is at all times entitled to subject Contractor Staff to a security screening, in accordance with the customary rules at UWV. Contractor shall extend full cooperation to this investigation.
12. Contractor indemnifies UWV against claims of Contractor Staff based on the alleged existence of an employment contract with UWV.

19. NATIONAL INSURANCE CONTRIBUTIONS AND TAXES

1. All obligations, including those under the tax, health insurance and social insurance legislation relating to the Contractor Staff, shall be borne by Contractor. Contractor indemnifies UWV against any liability related to it. The limitation of liability referred to in Article 31 shall not apply.
2. Failure to pay the taxes and national insurance contributions referred to in paragraph 1, or not in time, may constitute a ground for termination of these conditions for UWV as referred to in Article 29 (Termination and Cancellation).

20. INTELLECTUAL PROPERTY

1. All intellectual property rights which may or may be exercised in respect of the Performance wherever and whenever shall be vested in:
 - a) UWV, to the extent that it concerns a Performance specifically for UWV or is designed, manufactured and/or designed or achieved under the supervision or management of UWV by means of its instructions or designs. To the extent necessary, these rights are transferred by Contractor to UWV under the Agreement, which UWV hereby accepts;
 - b) Contractor or a third party in all other cases. In that case, Contractor grants UWV a non-exclusive right to use the Performance to be determined in detail under the Agreement, which is in any case sufficient to comply with the provisions of the Agreement.



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2. Contractor shall, where necessary, transfer the rights referred to in paragraph 1(a) of this Article to UWV, on the basis of the applicable Agreement, immediately after the object of those rights has arisen, which transfer is hereby accepted by UWV immediately after the creation of those rights. If a further deed is required for the transfer of such rights, Contractor shall cooperate with the transfer of such rights immediately on request of UWV, without being able to impose any further conditions.
To the extent necessary, Contractor shall, for the duration of the Agreement and also thereafter, perform all (legal) acts which may prove necessary to effectuate the aforementioned transfer (if necessary, after the fact), to enable UWV to obtain the rights, to register the rights in the name of UWV and to invoke them with respect to third parties in any country. Upon entering into the Agreement, Contractor grants UWV an irrevocable power of attorney to perform these (legal) acts, in the name of UWV, if necessary.
3. The intellectual property rights referred to in paragraph 1(a) of this Article include but are not limited to:
 - a. any act, including the permanent or temporary reproduction of a part or the entirety of a modification of Software, which may be necessary or useful in view of the apparent or possible intended and/or appropriate use of Software;
 - b. loading, imaging, executing, transferring and saving of - modifications of - Software, whether or not for maintenance purposes, error improvement, virus suppression, possible improvements, transfer to other Software, modifying parameters, installing, modifying or removing protections, manufacturing, saving and modifying backup copies, examining and testing Software;
 - c. making adjustments, translating the code form and/or porting Software.
4. When concluding an Agreement, Contractor waives any personality rights with respect to UWV accruing to Contractor as referred to in the Copyright Act to the extent that the applicable regulations permit such a waiver. With respect to UWV, Contractor also waives any personality right accruing to Contractor Staff on behalf of these staff members, authorised thereto, to the extent that the applicable regulations permit such a waiver.
5. Contractor undertakes to use the knowledge he has acquired regarding the Performance specifically developed for UWV and other results of the work for UWV only for the benefit of UWV and for the purposes intended by UWV. Contractor is not permitted to make any other type of use, particularly for the purpose of his own business operations or commercial purposes, except if a license has been obtained from UWV against payment of an appropriate fee.



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6. In the event of a difference of opinion between the parties on intellectual property rights in (parts of) a Performance, it is assumed that such rights are vested in UWV, subject to proof to the contrary. UWV may continue the Agreed Use regardless of the outcome of that dispute.
7. Contractor warrants that the Equipment supplied and maintained by him and the Software made available and maintained, the Materials and Documentation and other Services provided and their use, including resale and sublicenses by UWV, will not infringe any applicable intellectual property right, such as copyright and patent law, of third parties.
8. Contractor shall be liable for damage suffered by UWV as a result of claims by third parties in respect of the infringements referred to in the previous paragraph of this Article and shall indemnify UWV against such claims.
9. Contractor shall conduct a defence at his own expense if an action against UWV is brought for infringement or alleged infringement of intellectual property rights as referred to in paragraph 7 of this Article and shall indemnify UWV against any costs that may arise for UWV as a result of such claims.
10. In the event of an alleged infringement of the intellectual property rights of a third party, Contractor shall take steps to eliminate the infringement and to take all measures at his expense that will help prevent stagnating business operations at UWV, and to reduce the costs and/or damage incurred by UWV as a result of this.
11. Notwithstanding the provisions above, UWV is entitled, if third parties hold UWV liable for an infringement of intellectual (property) rights attributable to Contractor, to fully or partially terminate the Agreement In Writing out of court. UWV shall not exercise its right to terminate the Agreement after prior consultation with Contractor.

21. THIRD PARTY SOFTWARE

Contractor is only authorized to use Software from third parties in Software to be acquired by UWV after the express permission In Writing from UWV. UWV shall not refuse such permission on unreasonable grounds. An example of a reasonable ground for refusing permission may be that UWV is unable to have access to a sufficient number of Rights of Use in time for the aforementioned Software.

22. PERSONAL DATA PROCESSING

1. Contractor shall only process the Personal Data received or collected under the Agreement to the extent necessary for the performance of the Agreement.



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2. The Parties shall provide each other with such information and shall cooperate as is necessary to comply with the General Data Protection Regulation and any other applicable laws and regulations.
3. Contractor has taken appropriate technical and organisational measures, as referred to in Article 32 of the General Data Protection Regulation, to process the Personal Data for the performance of the Agreement. Contractor shall periodically evaluate and tighten, supplement or improve the measures taken insofar as the requirements or (technological) developments so require. At the request of UWV, Contractor shall report on compliance with the measures taken. UWV will normally make such a request no more than once a year, unless UWV believes that there are reasonable grounds for making such a request more often. The report is drafted by an independent and relevant certified external expert who issues a statement.
4. To the extent that Contractor processes Personal Data for UWV as a processor in the performance of the Agreement within the meaning of the General Data Protection Regulation, Contractor guarantees that the processing of the Personal Data complies with the requirements laid down in the processing agreement concluded with Contractor or the processing agreement in the Agreement.

23. CONFIDENTIALITY

1. Both parties shall observe strict confidentiality and are obliged to maintain the confidentiality of information about each other's organisation, the functioning of equipment, the files, personal and other data, software (including information regarding Source Code, Documentation and parameterisation) and their clients. Save for the prior approval In Writing of the other party, each party shall not disclose or publish, either directly or indirectly, such information and data and data carriers available to the party in any way to third parties, either in writing or orally, and only disclose to its Staff or third parties engaged for the performance of an agreement to the extent necessary for the delivery of the agreed performance. The foregoing is except to the extent that any legal regulation or court ruling requires parties to publish it.
2. The parties shall oblige their Staff and any third parties engaged for the performance of an Agreement to comply with the same confidentiality provisions.
3. Contractor warrants that his Staff will comply with the security procedures applied by UWV.
4. With regard to the information provided by UWV or the information gathered in the performance of the Agreement, which is held by Contractor, Contractor undertakes:



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- to only use the information and data obtained from UWV under the Agreement for the purpose for which the Agreement is concluded;
 - to take all reasonable measures for safekeeping of the information. This entails that Contractor and his Staff store all information and data in a place not accessible to third parties, so that they cannot be viewed or obtained by third parties;
 - to not keep the information in his possession or in the possession of his Staff for longer than is necessary for the performance of the Agreement, and to immediately return the information, including any copies made, to UWV immediately following full compliance with the Agreement, or to destroy the information, following the relevant approval of UWV, in which case UWV must be handed proof of destruction.
5. The confidentiality of information does not exist or ceases to exist at the time that:
- the information becomes generally known or available without this being the result of an act or omission of the receiving party;
 - the information was demonstrably already known to the receiving party before acceptance of these General Purchase Conditions;
 - the information was demonstrably acquired separate from UWV.
6. Without prejudice to the right to compensation and the other legal rights ensuing from violating the provisions of these General Purchase Conditions or the Agreement, UWV shall be entitled to collect an immediately payable penalty of 10% of the Fee for each breach, but at least twenty-five thousand Euros, in case of breach or violation of the confidentiality obligation. The amount is paid immediately by Contractor after determination and notification to Contractor.

24. BRIBERY AND CONFLICT OF INTEREST

1. The parties will not offer to each other or to third parties, nor ask of each other or third parties or give promises to each other or third parties, for themselves or any other party, any donation, reward, compensation or any type of benefit that could be interpreted as an unlawful practice. If a party is or has been guilty of this in connection with the effectuation or performance of an Agreement, the other party is entitled to terminate that Agreement and any other Agreements out of court without a notice of default, and without the terminating party being liable for compensation.
2. If it appears that a member of Staff of UWV holds another position, whether paid or not, with Contractor or held one at the time of the negotiations about the conclusion of the Agreement, without UWV having been informed thereof before the conclusion of the Agreement, UWV shall be entitled to terminate the Agreement out of court and with immediate effect without notice of default, and without UWV being obliged to pay any compensation.



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25. ADVERTISING BAN

Contractor may not refer to the order in publications, press releases or advertising through any medium, nor may he use the name of UWV as a reference without the express permission In Writing of UWV.

26. STAFF TAKEOVER

Contractor shall not be entitled to hire Staff of UWV without the prior approval In Writing of UWV either during the performance of the Agreement or within one year following termination of the Agreement. This approval shall not be withheld without reasonable grounds.

27. TERMS AND PENALTIES

1. Contractor undertakes to perform the Agreement within the terms agreed between the parties. All terms stated herein are final, unless otherwise agreed In Writing or if it is clear in another way that the terms are not final.
2. In case the fatal terms specified in the first paragraph of this Article are exceeded - without a notice of default being necessary and except in cases in which Contractor demonstrates that the reason the term was exceeded is due to a shortcoming not attributable to him - UWV may:
 - a) impose an immediately payable, non-recoverable penalty of 1% of the Fee, which is not liable for compensation, for each Working Day with which the delivery period is exceeded, with a maximum of 50% of the Fee; and
 - b) may charge the statutory interest on the amounts paid in advance by UWV, over the period starting from the date of the term is exceeded until full compliance with the Agreement by Contractor.
3. The penalty referred to in this article is immediately due when the term is exceeded. Such a penalty does not affect the other rights of UWV, such as those relating to compliance, termination or compensation ensuing from the provisions of Article 30 (Termination and Cancellation) of the General Purchase Conditions. A payable penalty is therefore not deducted from any outstanding compensation owed.
4. The penalty payable by Contractor plus statutory interest are offset against any amounts to be paid by UWV to Contractor.

28. FORCE MAJEURE

1. Force majeure is taken to mean the situation that failure to fulfil an obligation arising from an Agreement cannot be attributed to a party, because performance of the Agreement is temporarily or permanently impossible owing to circumstance which, according to the law, a legal act or public opinion are not at the risk or expense of the party obliged to fulfil the obligation.



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2. Force majeure does not cover any of the following events: lack of Staff, strikes, sickness of Staff, late delivery or inadequacy of objects required for the performance of the work activities, exclusion of workers, lack of raw materials, transport problems, liquidity or solvency problems on the part of Contractor or failure on the part of third parties hired by Contractor.
3. In case of force majeure, fulfilment of the parties' obligation(s) arising from the Agreement is fully or partially suspended for the duration of such a force majeure, without either party being liable for compensation towards each other. The party that due to force majeure is unable to fulfil his obligations in time or that foresees this can only invoke force majeure if said party informs the other party of this situation, In Writing and documented, within one week of the force majeure situation. UWV will not have to pay for what has not been delivered because of force majeure.
4. The party invoking force majeure undertakes to resolve or have resolved any cause of the force majeure situation as soon as possible - within his abilities.
5. If either party is permanently unable to fulfil an obligation due to force majeure, or if the period of force majeure has lasted longer than 10 (ten) Working Days, or as soon as it is established that this period will last longer than 10 Working Days, the party against who the invocation of force majeure is invoked is entitled to fully or partially terminate the Agreement In Writing without being liable for any compensation.
6. When a situation of force majeure affects UWV and one or more other clients of Contractor, the impact of the force majeure situation on the total functionality provided by Contractor to all his clients is determinative for the allocation and deployment of people and means, and not the functionality of specific clients of Contractor in particular. As and when necessary, Contractor will not negatively discriminate against UWV and shall demonstrate this upon request.

29. TERMINATION AND CANCELLATION

1. If one of the parties fails to fulfil one or more of the obligations arising from the Agreement, the other party may give the defaulting party notice of default. A notice of default is issued In Writing setting a reasonable term within which the obligations can be fulfilled. A notice of default is not given if fulfilment of the obligations within the agreed term has become permanently impossible for reasons other than force majeure, or if the non-fulfilment relates to an obligation subject to a strict deadline, which has been exceeded. In the latter case, but also in the above-mentioned case when the reasonable term is exceeded, the defaulting party is deemed to be immediately in default. The parties aim in this paragraph to comply with the legal



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regulations (Section 9 book 6 Dutch Civil Code). To the extent that the legislation and this paragraph are incompatible, the text of this paragraph prevails over the legal regulations.

2. Without prejudice to the provisions of this elsewhere and the statutory powers of UWV to terminate an Agreement in whole or in part, in the following cases, UWV shall have the rights set out in (a), (b) and (c):
 - insolvency of Contractor;
 - winding-up petition of Contractor;
 - suspension of payments or winding-up of Contractor;
 - a request by Contractor to apply debt rescheduling under the Debt Management (Natural Persons) Act;
 - closing down of Contractor's company;
 - cancellation of the permit(s) required for the performance of the Agreement;
 - attachment of (part of) the business assets or objects of the Contractor intended for the performance of the Contract;
 - acquisition of direct or indirect control by third parties, not being group companies or subsidiaries (within the meaning of Book 2 Section 24b of the Dutch Civil Code and Book 2 Section 24a of the Dutch Civil Code, respectively), over the activities of Contractor. For the application of this provision, control is here taken to mean the definition of the term "merger" from the SER Merger Rules of Professional Conduct 2015, whether or not these rules of professional conduct apply to the acquisition. Contractor shall inform UWV at least 4 weeks in advance of such acquisition of control by third parties;
 - a) the right to unilaterally terminate the Agreement, fully or partially, out of court without notice of default being required by means of a notification to Contractor In Writing;
 - b) the right to suspend its payment obligations, without UWV being liable for any compensation and without prejudice to any further rights accruing to UWV, including the right of UWV to full compensation and without prejudice to the right of UWV to demand fulfilment of the Agreement and/or compensation in lieu of terminating the Agreement;
 - c) the right to transfer the full or partial performance of the Agreement to third parties on market terms at the risk and expense of Contractor, without UWV being liable for any compensation and without prejudice to any other right accruing to UWV, including the right of UWV to full compensation.
3. All claims which UWV may have or may accrue with respect to Contractor in the cases mentioned in the previous paragraph of this Article are immediately due and payable.
4. Contractor is aware that in connection with UWV's public duties and the associated responsibilities UWV has a great interest in continuity of the performance of the Agreement. In no event shall Contractor be permitted to terminate the Agreement out of court. In the event Contractor requests a court to terminate the Agreement, the court shall in any event in its judgment



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weigh the interests of UWV and Contractor, taking into account in any event the continuity of the business operations of UWV.

5. UWV is entitled to unilaterally terminate the Agreement in full or in part out of court and without a notice of default being required by means of a notification In Writing to Contractor, if an order by the responsible minister or legislative changes necessitate such a termination, or if the scope of the tasks and/or work of UWV decrease to a relevant extent. In such a case, a further agreement between the parties will be concluded to lay down the phasing out of service provision and compensation for the necessary costs already incurred and to be incurred due to the termination.
6. If the Agreement is terminated, UWV shall be entitled to continue to use the Software, without prejudice to its possible right to compensation, if UWV can demonstrate that the performance of its public task is threatened by the cessation of use. In this context, Contractor is obliged to immediately make available to UWV all (Source Code(s) of) Software and/or Updates thereof, as well as all other information necessary for the use, maintenance and possible further development of the Software by or on behalf of UWV. UWV shall be entitled to use the Source Code of the Standard Software only as is necessary to maintain the Software or its further development, or have it maintained, in such a way that it remains suitable for the purpose for which the Agreement was entered into.
7. If UWV has concluded two or more related Agreements with Contractor, UWV may also terminate the other Agreement(s) in this manner in the cases referred to in Article 29.2. Coherence as referred to above shall be assessed on the basis of the whole of the legal relationships concerned.
8. Without prejudice to the provisions of the Agreement or in the Conditions, UWV may terminate an Agreement by registered letter, with immediate effect. In this case, UWV and Contractor shall settle on the basis of the provisions of Article 29.9. This form of settlement shall never result in UWV owing more to Contractor in connection with this cancellation other than the unpaid part of the Fee. UWV shall not be obliged to compensate Contractor in any other way for the consequences of the cancellation of the Agreement than in the manner provided for in paragraph 9 of Article 29.
9. In the event of early cancellation by UWV of an Agreement, Contractor shall be entitled to a part of the Fee to be determined in reasonableness, on the basis of the provisions of Article 29.8. In determining this Fee, account shall be taken, inter alia, of the activities already performed by Contractor, the benefit enjoyed by UWV, and the ground on which the Agreement was terminated. The savings resulting from the early termination for Contractor are deducted from the amount of the Fee.



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10. Obligations which by their nature are intended to continue also after cancellation or termination of an Agreement shall remain in full force after cancellation, or termination of an Agreement. These obligations pertain to, inter alia, intellectual property, confidentiality, advertising ban, liability, insurance, rendering assistance to transfer of services, applicable law and disputes, and choice of address for service.
11. If one of the tenderers, which was not awarded the agreement during the tendering procedure preceding the conclusion of the Agreement, announces or initiates a legal procedure within 6 months of the conclusion of the Agreement, in order to contest the award to Contractor, Contractor shall, if and as soon as UWV so requests, shall cooperate with suspending the performance of the Agreement.
12. If the claim of the relevant tenderer is awarded in a judicial decision, Contractor shall, at the request of UWV, cooperate with terminating this Agreement. In case of termination, Contractor may claim compensation for costs incurred in the performance of this Agreement (including those relating to obligations already entered into) insofar as Contractor has not already recovered these costs through the performance of the Agreement.

30. NO WAIVER OF RIGHTS

No right vested in UWV arising from an Agreement or the law is infringed on if such a right is not invoked or in case of a protest against a failure to fulfil an obligation on the part of Contractor.

31. LIABILITY

1. If either party imputably fails in fulfilling one of its obligations, the party is liable against the other party for direct damage incurred and/or to be incurred by the other party or its Staff as a result.
2. Direct damage within the meaning of the previous paragraph shall be all damage reasonably foreseeable upon entering into and/or performing the Agreement or at the time of Performance. Direct damage is taken to mean but is not limited to:
 - a) damage to programs and equipment and data files of or used by one of the parties, including at least: material damage, faulty functioning or non-functioning, reduced reliability and increased susceptibility to breakdown;
 - b) damage to other property of either party and/or of third parties;
 - c) costs of necessary modifications and/or changes in equipment, Software, specifications, Materials or Documentation, applied to limit or repair damage;



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- d) the costs of emergency facilities, such as the transfer to other computer systems, or the hiring of third parties;
 - e) costs, including personnel costs, of being forced to keep the old system(s) operational for a longer period of time and related provisions;
 - f) the costs of loss of Staff, Goods and facilities at one of the parties and the costs of loss of third parties engaged by either party for the performance of the Agreement, insofar as these costs are not reasonably avoidable;
 - g) compensation demonstrably payable to third parties and penalties as well as the value of lost guarantee rights issued by third parties;
 - h) reasonable costs incurred to prevent or limit damage, which may be expected as a result of the event pertaining to the liability;
 - i) reasonable costs incurred to determine the cause of damage, the notice of liability, the direct damage and the manner of repair.
3. Direct Damage shall be limited to an amount of EUR 2 million per event, unless otherwise agreed in the Agreement by the parties. Related events are classified as one event.
4. The limitation of liability for Direct Damage within the meaning of paragraph 2 of this Article does not apply:
- a) in case of third-party claims to compensation arising from death or injury; or
 - b) in case of intent or wilful recklessness on the part of the other party or its Staff and/or
 - c) in the event of infringement of intellectual property rights or the agreement concluded by Contractor under Article 22(2), including the penalties imposed by the supervisory authority in connection with a failure to comply with that agreement.
5. The parties will indemnify each other against claims from third parties for compensation of Direct Damage. No costs are attached for the other party to this indemnification.

32. INSURANCE

- 1. Contractor has taken out adequate insurance for his liability arising from the Agreement(s) and these Conditions and will be adequately insured up to three years after the end date of the Agreement and/or otherwise offers demonstrably sufficient guarantees to cover any liability.
- 2. At the request of UWV, Contractor shall promptly provide a certified copy of the insurance policies or a statement of the insurer or insurance intermediary as well as proof of premium payments for the insurance(s) mentioned above in the first paragraph of this Article. Contractor shall not terminate the insurance policies



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without the prior approval In Writing of UWV nor shall he change the conditions under which the insurance policy/policies have been taken out to the detriment of UWV without the prior approval In Writing of UWV. Nor shall Contractor change the insured amount to the detriment of UWV without said prior approval In Writing.

3. If in the opinion of UWV Contractor has failed to fulfil his obligations under the first paragraph of this Article, UWV shall take out insurance with an insurer of UWV's choosing and at the expense of Contractor for its own interests. Any insurance premiums paid by UWV in such a context will be deducted from the amounts due to Contractor by UWV.

33. CONTACT PERSONS

1. Announcements, directions and instructions by and to UWV must be given by and to the Contact Persons, of whom a list of their powers has been handed to Contractor by UWV.
2. Contractor shall submit a similar list to UWV.
3. Announcements by Contractor and UWV shall be deemed to have been made only if they are addressed to the designated Contact Person in accordance with this Article. Therefore, the parties may only invoke each other's instructions, directions and announcements relating to the performance of the Agreement under these General Purchase Conditions if they have been given by the designated Contact Persons under this Article.

34. TRANSFER OF RIGHTS AND OBLIGATIONS

1. The parties are not entitled to transfer rights or obligations arising from this Agreement to third parties without the approval In Writing of the other party. Approval shall not be withheld without reasonable grounds. However, the consenting party is entitled to attach conditions to his approval.
2. UWV, however, is entitled to - and Contractor hereby gives his approval to UWV - the transfer of its rights and obligations to a third party in the event that (a part of the) the business operations of UWV are continued by a third party as a result of changes in the implementing organisation of social insurances in a broad sense or as a result of an internal reorganisation.

35. TRANSFER OF CONTRACTOR'S EMPLOYEES TO THE SUBSEQUENT CONTRACTOR

1. Insofar as, following (early) termination of the Agreement and the conclusion of another cooperation with a subsequent contractor by UWV,



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the Transfer of Undertakings Act (Book 7 Section 662 et seq. (Dutch Civil Code) applies or is likely to apply to the interested parties, the provisions of this Article shall apply.

2. Upon (early) termination of this Agreement, the parties shall determine in good consultation which Contractor's employees, who carry out the majority of their agreed working time services for UWV, will transfer to UWV or the subsequent Contractor. This is in any case applies to employees within the meaning of Book 7 Section 662 et seq. Dutch Civil Code and all other applicable law, including collective agreements.
3. Contractor shall not replace any employees and/or deploy new employees for the provision of services to UWV within 6 months prior to termination of the Agreement, subject to approval In Writing by UWV. Contractor shall fulfil all his obligations – which apply until the moment when responsibility for the provision of relevant services is transferred to the subsequent Contractor – in connection with the employees to be transferred and shall indemnify UWV against any claims in this respect.

36. SUBCONTRACTING

1. If in the performance of the Agreement, Contractor wants to make use of services of third parties, Contractor must obtain the prior approval In Writing of UWV. The approval shall not be refused without reasonable grounds. However, UWV is entitled to attach conditions to this permission or to limit this permission in time.
2. Consent given by UWV does not alter the responsibility and liability of Contractor for the performance of the obligations ensuing from the Agreement and these General Purchase Conditions.

37. EXIT CLAUSE

1. If the Agreement terminates early for any reason, Contractor shall do all that is reasonably necessary - immediately on request of UWV - to ensure that a new Contractor or UWV can take over the performance of the Agreement without any obstacles and/or perform a similar Performance for the benefit of UWV. The parties shall agree on a reasonable exit regime and cooperate fully with each other. In addition, Contractor shall immediately return to UWV all information provided by UWV, such as documents, books, documents and other Goods (including data and information carriers). The data must be returned within a maximum of six months in a file that is readable and editable for UWV, without any additional charges.
2. Contractor renders services referred to in Article 37. 1 Services at the rates and conditions provided for in the Agreement, unless they are not in line with market conditions, or in the absence of agreed rates and conditions,



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at the rates generally charged by Contractor for this type of service and on the basis of conditions to be agreed by the parties. The services referred to in 37. 1 are provided free of charge if the Agreement is terminated in connection with an attributable shortcoming of Contractor.

3. In the event of expiration or early termination of an Agreement, the parties shall determine in good consultation which Contractor's employees shall carry out services for UWV for most of their working time agreed in their employment contract and which be transferred to UWV or the subsequent Contractor, respectively, in connection with the provisions of Book 7 Section 662 et seq. Dutch Civil Code (or any legal regulations and jurisprudence applicable then). Contractor shall not replace any employees and/or deploy new employees for the provision of services to UWV within 6 months prior to expiry of the Agreement, except with the approval In Writing by UWV. Contractor shall fulfil or comply with all its obligations and costs with respect to and regarding the transferring employees, which apply or have arisen up to the moment of the actual transfer, and shall indemnify UWV against any claims in this respect.
4. Obligations which by their nature are intended to continue also after cancellation or termination of an Agreement shall remain in full force after cancellation, or termination of an Agreement. These obligations pertain to, inter alia, intellectual property, confidentiality, advertising ban, liability, insurance, rendering assistance to transfer of services, applicable law and disputes, and choice of address for service.

38. APPLICABLE LAW AND DISPUTES

1. All applications, offers, orders, the manner in which Agreement are concluded as well as the content and subsequent implementation of such Agreements shall be governed exclusively by Dutch law, except for the United Nations Convention on Contracts for the International Sale of Goods of 1980 (the Vienna Convention).
2. All disputes, including those which are considered as such by only one of the parties, which may arise as a result of the situations between the parties referred to in paragraph 1 of this Article shall be submitted to the competent court in the court district of Amsterdam, unless in a specific case the parties choose to have the dispute settled in accordance with one of the procedures of the Foundation for the Settlement of Automation Disputes (SGOA) in Heemstede.
3. The party intending to submit a dispute to the court must first inform the other party In Writing that there is a dispute, before applying the provisions of the second paragraph of this Article. The parties shall thereafter consult each other to examine whether they can settle the dispute amicably, unless there is clearly a dispute and consultations and/or amicable settlements are presumably not possible. Parties have an internal



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escalation procedure or arrange for it to be established. If such a settlement has not been found to be possible either party is entitled to apply the provisions in the second paragraph of this Article at any time it sees fit.

4. Contractor acknowledges that fulfilment of his non-financial obligations ensuing from an Agreement is of vital importance for UWV's business operations. Therefore, Contractor undertakes to continue to fulfil his obligations arising from an Agreement in good faith during the period a dispute continues, except insofar as the Agreement has been legally terminated. The latter does not affect the provisions of Article 37 of these Conditions. Contractor waives any rights of suspension.



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B. SPECIAL PROVISIONS

These provisions shall always apply to the purchase of Equipment, such as computers, laptops and servers, in conjunction with the General Conditions of these General Purchase Conditions.



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B.I EQUIPMENT

39. INSTALLATION AND MATERIALS

1. The Agreement shall specify who shall take care of the Installation within what period.
Contractor shall provide the installation instructions and possible security settings/issues in a timely and complete manner, even if Contractor performs the Installation.
Any damage resulting from faulty or incomplete instructions is entirely at the risk of Contractor and shall be recovered from Contractor.
2. All equipment, including Software and/or data, and the associated Materials and parts, owned by UWV, but under the actual control (at locations) of Contractor, shall be adequately marked by Contractor as recognisable property of UWV.
3. If the provisions of paragraph 2 of this Article apply, Contractor shall indemnify UWV against loss, damage and the exercise of rights by third parties in respect of such Equipment, Software and/or data and the associated Materials and parts.

40. EQUIPMENT PURCHASE WARRANTIES

1. In addition to Article 8 , Contractor warrants that:
 - a. the Equipment at Delivery is made up of new parts;
 - b. he holds full ownership of the Equipment at the time of the Delivery, and that no retention of title, limited right or attachment of a third party is attached to the Equipment and that is free from other charges and encumbrances.
2. If the Defects in the Equipment are not remedied within the period set out in Article 8. 2, or if it has to be assumed from facts or circumstances that this period will not be met, UWV shall be authorised to have these activities carried out by third parties at the risk and expense of Contractor without further consequences for the warranty obligations entered into by Contractor.

41. SPECIAL INFORMATION OBLIGATION

Contractor shall inform UWV, at his own initiative, of possibilities for improving the functioning of the Equipment.

42. EQUIPMENT MODIFICATIONS

If the Equipment manufacturer prescribes a modification, Contractor shall ensure that the modification is carried out as soon as possible, free of charge, either by himself or by the Equipment manufacturer, after consulting UWV.



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B.II SOFTWARE RIGHT OF USE

The provisions of this special part shall always apply in conjunction with the General Provisions of these Conditions if UWV acquires Rights of Use.

43. RIGHT OF USE - CONTENT

1. Contractor grants UWV, subject to the Conditions, a perpetual and irrevocable Right of Use of the Standard Software as well as of Updates if UWV is entitled to receive them. The Right to Use does not include any transfer by Contractor to UWV of patent, copyright or trademark rights to the relevant Standard Software.
2. In any case, without UWV being liable for any additional compensation, the Right to Use includes:
 - a) the right to use all functionalities accessible to UWV of the Standard Software even if they are not mentioned in the Documentation;
 - b) the right to make, store, regularly test and keep on "hot standby" copies of the Standard Software in the event of a calamity. UWV does not remove any proprietary and copyright notices when reproducing Standard Software;
 - c) the right to use the Standard Software for testing and development purposes;
 - d) the right to use the Standard Software without any restriction or limitation in relation to location, equipment, duration or otherwise including the use of such software by third parties for the benefit of UWV.
3. Until the time of Acceptance of the Standard Software, UWV shall obtain from Contractor a non-exclusive right to use it for installation and testing purposes.
4. If Contractor remedies Defects in the Standard Software only by issuing a temporary correction (patch) or Update, during the warranty period of Article 8.2, even if UWV has not agreed on Maintenance with Contractor, it shall have the right to free receipt and use.

44. IMPLEMENTATION

1. Contractor shall deliver the Software to UWV to be delivered by him on the date agreed In Writing and shall ensure its Implementation into the Equipment to be used by UWV.
2. The Implementation shall commence and be completed on the agreed date of Delivery referred to in paragraph 1 of this Article unless the parties have agreed otherwise In Writing. The agreed date of Implementation may be postponed until further notice at the request In Writing of either party.



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3. If for the purposes of Implementation adjustments to Equipment or to Software other than those provided by Contractor are necessary, and which are not mentioned in the Agreement, these adjustments will be made by Contractor at Contractor's own expense, after the consent of UWV In Writing, within the agreed term of Implementation.
4. If Contractor attributably fails to fulfil one or more of the obligations under the first and/or second and/or third paragraphs of this Article, Contractor shall incur an immediately payable, non-recoverable penalty of 1% of the Fee up to a maximum of 50% of the Fee with a minimum of € 250 for the delay incurred by UWV, without requiring any notice of default or demand, for each working day that the breach continues. This penalty shall not affect the other rights of UWV, including those relating to compliance, full compensation and termination.
5. With Acceptance, UWV indicates that the Implementation has been completed.

45. SPECIFIC WARRANTIES

In addition to Article 8 (Warranties), Contractor warrants that:

- a) the Software does not contain any technical provisions, functionality or other foreign elements which may at any time, temporarily or otherwise, hinder the Agreed Use;
- b) if, having regard to the provisions of Article 21 – he is not the owner of the intellectual property right to the Software, he is authorized by the copyright owner of the intellectual property right to issue to UWV these Rights of Use on behalf of the copyright owner. Contractor shall provide UWV with a copy of the authorization on request.

46. ESCROW

1. If UWV wishes to do so, Contractor shall, at all times, deposit in Escrow a copy of the Source Code of Standard Software and/or used third-party Software, specifically for the benefit of UWV, with a professional source code custodian to be approved In Writing by UWV. A form of active Escrow must be arranged, which reasonably ensures that the carrier of the registered Source Code actually contains all the Source Code necessary to gain insight into the architecture, design choices, chosen algorithms and other preparatory material, which has led to the registered Source Code.
2. In the event of deposit in Escrow, Contractor shall, no later than the date of Completion, provide confirmation In Writing of that custodian to UWV, showing that the Source Code with Annex of the Software has been deposited with that custodian, and that custodian has been handed a copy of the Agreement, entered into separately for that Source Code, and which has been handed along with these Conditions. Contractor undertakes to deposit the modified version(s) with that custodian, if the Source Code with Annex is changed at any time.



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3. UWV shall be entitled to require that the custodian shall issue all versions of the Source Code(s) with Annex held by the custodian, if and as soon as it declares In Writing to the custodian that the (Maintenance) Agreement has been dissolved by UWV due to circumstances within the control of Contractor, or if it has been terminated by Contractor or will be terminated within one month, or not be renewed. Contractor hereby grants UWV a right to use the Source Code(s) with Annex as defined in the Agreement. UWV may also require the custodian to issue a statement that the Source Code has been deposited with him correctly and completely.
4. If Escrow is not a part of the Agreement, UWV shall also have the right subsequently to demand that such a scheme be entered into, or may at any time join an Escrow agreement as referred to in Article 46.1. Any reasonable costs incurred in this context shall be borne by UWV.



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B.III MAINTENANCE - GENERAL

The provisions of this special part shall always apply in conjunction with the General Provisions of these Conditions if UWV and Contractor agree on Maintenance.

47. MAINTENANCE - CONTENT

1. The Maintenance Agreement shall be entered into for a period of one year and shall be tacitly renewed for a period of one year, subject to the possibility of termination by UWV, subject to two months' notice. For the first time by the day that the Maintenance has lasted five years, Contractor may terminate the Maintenance Agreement by giving notice In Writing of six months.
2. Equipment and Software Maintenance shall include:
 - a) Preventive Maintenance;
 - b) Corrective Maintenance;
 - c) Innovative Maintenance;
 - d) Adaptive Maintenance.
3. In connection with Preventive Maintenance, Contractor shall undertake - without prejudice to Corrective Maintenance - to test the Equipment and/or Software for Malfunctions at least once every 6 months. If Malfunctions are detected, the following provisions shall apply in full. Preventive Maintenance must be carried out in such a way that the continuity of UWV's business operations is not affected by this or as little as possible.
4. With regard to Corrective Maintenance, Contractor undertakes to have all the Malfunctions in respect of the Equipment and Software resolved within the agreed period, or in the absence of such a period, within 4 hours from notification of Malfunctions. This is without prejudice to the agreed availability requirements.
5. Contractor shall provide for temporary solutions, if the Equipment (without the Software) is out of operation for longer than the term or period referred to in paragraph 4 of this Article - for any reason - or if it is or becomes foreseeable that the Equipment will be out of operation for longer than the term or period referred to in paragraph 4 of this Article. If this situation arises, Contractor shall issue, within 8 hours from the start of the investigation into the appropriate remedial measures, an estimate of the number of hours the repairs will take.
6. With regard to Innovative Maintenance, Contractor undertakes to sufficiently examine the possibility of improving the Software and to make Updates available to UWV.



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7. With regard to Adaptive Maintenance, Contractor shall be obliged to adjust the Software at the earliest possible time. Before commencing work, Contractor shall inform UWV In Writing of the consequences of these adjustments for the Agreed Use and of the time required for making the adjustments.
8. If it is necessary for the performance of the Maintenance that Contractor connects the Equipment with his own equipment, or implements his own Software in the Equipment with a view to detecting malfunctions or for recording the behaviour of the Equipment, UWV shall allow this, unless this cannot reasonably be required of UWV for security reasons, at the assessment of UWV. Contractor is obliged to inform UWV in detail in advance about the consequences of the use of the research methods referred to above by Contractor. If possible, Contractor shall enable UWV to remove or protect all or part of the data from the Equipment or the system, of which the Equipment forms part.
9. UWV is authorized to require Contractor to maintain an adequate supply of spare parts at a location to be determined by UWV.
10. The warranty provided for in Article 8. 6 that Contractor is able to maintain the Performance in accordance with these provisions, also applies to Corrective Maintenance in full even if UWV does not wish to purchase Upgrades or the latest models of Equipment.

48. LOCATION OF MAINTENANCE

1. The Maintenance shall in principle be carried out at UWV or its hosting partner(s). Maintenance work that cannot reasonably be carried out other than at Contractor or his hosting partner(s) shall take place with them.
2. Maintenance can also be carried out by remote diagnosis after permission from UWV In Writing. Contractor shall make available the necessary equipment and communications facilities. This equipment must comply with the standards set by UWV and by the government.

49. MAINTENANCE BY OTHERS THAN THE CONTRACTOR

1. Without prejudice to the provisions of Article 29 (Termination and Cancellation) of these Conditions, UWV shall have the right to perform or have performed by a third party the entire Maintenance of the Software (including that of old versions or a part thereof):
 - a) with the consent of Contractor;
 - b) if Contractor cannot or does not fulfil his Maintenance obligations, while UWV has a real interest in continuing to use the version in use;



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- c) at the end of the Agreement, unless and for as long as the Contractor can and will continue to perform the Maintenance in accordance with the provisions of these Conditions after that period.
- 2. In the cases stated above, Contractor undertakes to cooperate with such Maintenance and to provide all information and tools necessary for such Maintenance, including Source Code and use thereof.



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B.IV MAINTENANCE - SPECIFIC

EQUIPMENT MAINTENANCE

50. EQUIPMENT MODIFICATIONS

Contractor shall carry out modifications to Equipment, including those prescribed by the manufacturer or the supplier of the Equipment, in consultation with and only after obtaining the consent of UWV along with the appropriate estimate.

51. PARTS REPLACEMENT

1. If the replacement of parts by Contractor leads to or may lead to changes to the functioning of the Equipment, this replacement shall only take place with the consent of UWV.
2. Parts are only replaced with new, functional and technically equivalent parts.

SOFTWARE MAINTENANCE

52. DELIVERY AND IMPLEMENTATION OF UPGRADES / UPDATES

If UWV wishes to install or implement Updates on its own, Contractor is obliged to provide assistance, if so requested by the UWV. The costs associated with the assistance are included in the maintenance fee.

53. UPDATES AND UPGRADES

1. Contractor ensures a consistent version policy. The starting point is that Upgrades and Updates are made available in a timely manner. Contractor shall therefore regularly examine the need to issue such versions and shall inform UWV as soon as possible of the results of his research.
2. Interim changes to Software as a result of Corrective Maintenance shall form part as much as possible of Updates and Upgrades.
3. Contractor shall, on request, provide UWV with a copy of an Upgrade free of charge for testing and evaluation purposes. UWV is not obliged to commission Upgrades.
4. If it has been agreed for Contractor to install the Software, this obligation also applies to Updates that UWV intends to use.
5. Unless otherwise agreed In Writing, the fee for the Right to Use the Updates is included in the maintenance fee.



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B.V SERVICES - GENERAL

The provisions of this special part shall always apply in conjunction with the General Provisions of these Conditions if Contractor provides services for UWV such as consultancy services, development of Custom Software, management of IT projects, management and operation of an IT infrastructure, network and workplace services or Secondment.

54. LOCATION AND WORKING HOURS

1. The work shall be carried out on the days, at the time and location specified in the Agreement. UWV may change the location where the work is carried out, provided that it informs Contractor no later than 3 Working Days before the change. If the change demonstrably leads to higher costs for Contractor, UWV will reimburse those costs. In the opposite case, UWV is entitled to a corresponding reduction of the Fee.
2. Contractor shall ensure that his Staff shall also perform work outside the aforementioned working hours and Working Days, at the request of the UWV, if applicable. Furthermore, Contractor shall ensure that his Staff comply with work instructions and/or directions provided by or on behalf of UWV.
3. If work is carried out outside normal office hours (from 07.00 to 20.00 hours), this work will not be remunerated with an overtime Fee or other surcharges, except for other arrangements in the Agreement.

55. TERMS OF EMPLOYMENT

1. In the performance of the Agreement, Contractor shall comply with the applicable laws and regulations in the field of employment conditions and the collective agreements applicable to him and his employees.
2. Contractor shall lay down in a transparent and accessible manner all employment conditions for the the performance of the Agreement.
3. Upon request and without delay, Contractor shall provide access to these agreements regarding employment conditions to the competent authorities, and shall participate in checks, audits or wage validation.
4. Contractor shall provide to UWV, upon request and without delay, access to the employment conditions agreements referred to in paragraph 2 if UWV deems this necessary in connection with the prevention or handling of a wage claim relating to work carried out for the Performance.



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5. Contractor shall fully impose the obligations arising from the previous paragraphs to all parties with whom he enters into contracts in the performance of the Agreement, and shall also stipulate that these parties subsequently impose such obligations in full on all parties with whom they enter into contracts for the purpose of the Performance.
6. If the duration of the posting is six months or longer, Contractor shall have the right, during the normal working hours in force at UWV, to let the Contractor's Staff spend time on training, reporting not related to the Agreement, and other work. Unless otherwise stated in the Contract for Services, Contractor shall allow for eight hours per month for this purpose. These hours shall not be invoiced to UWV.

56. INVOICING

In addition to Article 13 (Payment Conditions) of these Conditions, Contractor shall invoice the amounts to be paid under a separate Contract for Secondment on a monthly basis. The invoices shall be accompanied by:

- a) a specified statement of hours, signed by UWV for approval, during which the Staff of Contractor performed work for UWV on the basis of the work made available;
- b) a detailed statement of any other costs necessarily incurred in the performance of work for UWV, on presentation of documents satisfactorily proving that the costs were incurred.



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B.VI SERVICES - SPECIFIC

CONSULTING SERVICES

57. DELIVERY

Delivery of an opinion shall be carried out in the manner agreed in the Contract and In Writing.

CUSTOM SOFTWARE DEVELOPMENT

58. DELIVERY

Delivery of Custom Software takes place in Source and Object Code.

59. ACCEPTANCE PROCEDURE

1. Without prejudice to the provisions of Article 7 , Acceptance of Custom Software shall take place as follows.
2. Contractor shall inform UWV in good time of the date of Delivery of the Custom Software.
3. If UWV performs an Acceptance Procedure, or has one performed, UWV shall draw up a test report as soon as possible and send it signed to Contractor. The test report shall record any Defects found and whether UWV has approved or rejected the Custom Software as well as the period within which the Defects must be rectified.
4. If UWV approves the Custom Software, the date of signature of the test report shall be deemed to be the date of Acceptance.
5. If UWV rejects the Custom Software in the first run of the Acceptance Procedure, UWV shall repeat this test in whole or in part within a reasonable period after Delivery of the repaired Custom Software. In an additional test report, UWV shall then record whether the Defects found in the first test have been remedied and whether UWV now approves the Custom Software.
6. If UWV rejects the Custom Software, Contractor shall remedy the Defects found at his expense within the reasonable period granted by UWV, starting from the date of signature of the test report. If Contractor does not comply with this, UWV may, after prior notification to Contractor, either correct the defects at the expense of Contractor or have them rectified by a third party. In that case, Contractor shall cooperate fully free of charge, inter alia, by providing UWV with the necessary information immediately on request. If, for reasons such as the above, UWV resolves a Defect itself or has it rectified by a third party, it does not alter the agreed responsibilities of Contractor for the



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Custom Software.

7. If UWV rejects the Custom Software again after the second acceptance procedure, Contractor is in default as a result. In such a case, UWV may terminate the Agreement with immediate effect out of court without requiring any notice of default or demand.

60. MAINTENANCE OF CUSTOM SOFTWARE

1. If UWV maintains Custom Software itself or has it serviced by a third party, Contractor shall render support at the request of UWV at the agreed rate. Contractor shall provide, on request, the necessary (additional) information to UWV or a third party engaged for the maintenance. The foregoing shall also apply to management activities relating to Custom Software which UWV itself carries out or has carried out by a third party.
2. If UWV has also agreed Maintenance of the Custom Software with Contractor, the relevant provisions of this Agreement shall apply.

SECONDMENT

61. APPLICABILITY

Secondment and the applicability of Article 62 up to and including Article 67 shall only apply if the relevant Agreement has been expressly designated by the parties as a Contract for Secondment or Hiring of Staff.

62. WORKING DAYS AND TIMES

1. Working days and hours of Staff made available by Contractor are the same as those of the UWV Staff at the site in question.
2. Overtime is only deemed to exist if, at the request of UWV, work is carried out outside Working Days and/or working hours as defined in the Article 62.1. Work following the working hours referred to in that Article, not exceeding half an hour, shall not be regarded as overtime.

63. LOAN

UWV does not supply seconded Staff to third parties without the consent of Contractor.

64. LEAVE AND COURSE DAYS

1. Seconded personnel of Contractor shall take leave in consultation with UWV and taking into account the normal progress of the work.



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2. Leave taken by seconded Contractor Staff shall be at the expense of Contractor.
3. UWV shall bear the costs of courses which are taken at the request of UWV and of the time involved.
4. UWV may designate a number of days each year on which the UWV offices are closed for reasons to be specified. In such cases, also seconded Contractor Staff do not work at that location and UWV does not owe any Fee for those days.

65. INDEMNIFICATION OF EMPLOYMENT RELATIONSHIP

Contractor indemnifies UWV against claims of Contractor Staff based on the alleged existence of an employment contract with UWV.

66. LIABILITY

1. Contractor shall indemnify UWV immediately on request against demands, claims, amounts owed or damages caused by or in connection with the acts and/or omissions of the Staff made available by Contractor. UWV shall immediately notify Contractor In Writing of such liability claim, demand or damage and provide Contractor with the necessary powers of attorney and assistance for a defence.
2. Contractor shall be liable for damage for failing to comply, failing to comply in time or properly by Contractor or his Staff with obligations arising out of these Conditions or separate Contract for Secondment.

67. TAX AND NATIONAL INSURANCE CONTRIBUTIONS

1. In addition to Article 19 (National Insurance Contributions and Taxes) of these Conditions, Contractor shall, at the request of UWV, be obliged to prove to the satisfaction of UWV that he has taken care of and is responsible for the deduction and payment of the contributions due in respect of employee insurance, national insurance and wage tax and payroll taxes for Staff made available by him.
2. If UWV has cause for concern about the financial position of Contractor or the fulfilment of the obligations referred to in Article 19 (National Insurance Contributions and Taxes), Contractor shall provide UWV with the following information on the Staff made available by Contractor to the UWV immediately on request: full name, address, city, date of birth and place of birth. UWV shall only use the personal data in question (including those obtained on the basis of the first paragraph of this Article) to verify that the payments it needs to pay have been paid or to have them paid.



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3. Contractor indemnifies UWV against hirer's liability for the payroll taxes and turnover taxes which Contractor or any third party engaged by Contractor for the performance of the Agreement are or become payable.
4. UWV may pay the payroll taxes and turnover tax which Contractor has to pay in connection with the implementation of the Agreement on a so-called G account of Contractor. If Contractor does not have a G account, he shall open one immediately on request of UWV and shall do all that is necessary for its use. This indemnification also relates to any damage and costs incurred by UWV in connection with such a claim.