

General Terms and Conditions of Purchase for the Provinces 2022

for deliveries and services

The Province of Zeeland

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SECTION A GENERAL SECTION

The provisions of Section A apply to both deliveries and services.

Article 1 Definitions

The terms listed below are used in these General Terms and Conditions of Purchase with the meanings specified below:

- a. Provincial Authority; Province: the Provincial Authority or Province of Zeeland;
- b. Contractor: any natural person or legal entity and his/her/its representative(s), delegate(s) and successor(s) in title/assignee(s), who or which enter(s) into a contract with the Provincial Authority to make deliveries and/or provide services, which is governed by these General Terms and Conditions of Purchase, as well as his/her/its employees and third parties that he/she/it deploys for the execution of the contract;
- c. Party/Parties: the Provincial Authority and/or the contractor;
- d. Contract: the order contract between the Provincial Authority and the contractor, on the basis of which the contractor makes deliveries and/or provides services for the Provincial Authority and the Provincial Authority provides consideration for the contractor in return;
- e. Day: a calendar day;
- f. In Writing: by means of written documents, fax or email communications, as well as other forms of communication considered equivalent under the law;
- g. Performance: the result to be realised by the contractor pursuant to the contract;
- h. Goods: movable property, including energy and water;
- i. Results: all results of a contract, including but not limited to all advice, designs, reports, protocols, models, etc, drawn up, put together or produced by a contractor for and on the instructions of the Provincial Authority in the context of a contract.

Article 2 Contract

1. Derogations from these General Terms and Conditions of Purchase will be valid only if they have been explicitly approved by the Provincial Authority in writing and apply only to the contract to which they relate.
2. The contract may be amended only after one of the parties has accepted a proposal from the other party in writing.
3. If any provision of these General Terms and Conditions of Purchase or of a Contract is annulled or declared void, the remaining provisions will remain in full force and effect.
4. In the event as referred to in the third paragraph of this article, the parties will consult with one another in order to negotiate new legally valid provisions to replace the annulled or voided provisions, whereby the purpose and intent of the latter provisions are matched as closely as possible.
5. In the event of a conflict between a provision of any contract and a provision of these General Terms and Conditions of Purchase, the provision of the contract will prevail.
6. If the Provincial Authority requires the use of drawings, models, specifications, instructions, schedules, inspection requirements and the like, these shall form part of the contract.

Article 3 Contract variations (additional or less work than originally scheduled)

1. If the work to be performed by the contractor under the contract is demonstrably increased and/or expanded due to additional requests and/or changed insights on the part of the Provincial Authority and/or following an amendment of statutory regulations, this will be deemed to constitute additional work.
2. Additional work, as referred to in paragraph 1 above, does not include essential work which the contractor could have and/or should have anticipated on entering into the contract.
3. If the work to be performed by the contractor under the contract is demonstrably lightened and/or reduced, this will be deemed to constitute less work.
4. If a party believes that there are contract variations (i.e. additional or less work), it will notify the other party of this in writing and in a timely manner, specifying the financial and other consequences for the execution of the contract.
5. The contractor will commence the performance of additional and/or less work only after it has been instructed to do so by the Provincial Authority in writing.

6. Any additional work which has not been agreed in writing in advance will not be compensated by the Provincial Authority.
7. The contractor will send a separate, itemised invoice for the additional and/or less work (i.e. work not originally scheduled).

Article 4 Contractor's obligations

1. The contractor will not outsource the full execution of the contract to a third party.
2. The contractor will not outsource part of the execution of the contract to a third party without the Provincial Authority's prior written consent.
3. The contractor is not permitted to replace, either temporarily or permanently, the individuals charged with the execution of the contract and designated in the contract without the Provincial Authority's prior written consent.
4. The Provincial Authority will not withhold its consent as referred to in the preceding paragraphs and will not attach any conditions to this consent, unless this can be deemed reasonable given the circumstances.
5. The contractor shall execute the contract well and with due care, to the best of its knowledge and ability, within the agreed term and in compliance with the contract. In doing so, the contractor shall not breach any third party intellectual or industrial property rights and shall comply with all applicable statutory requirements and other government regulations.
6. If the supply of data or information or service provision for digital products is involved, the contractor must also satisfy relevant legislation in relation to digital products, including legislation pertaining to digital accessibility, digitalisation and transformation.
7. The contractor shall supply analogue or digital services, digital or other products, data or information that demonstrably satisfy a relevant information security standard and legislation and regulations in relation to information security and the handling of personal and other data. The contractor is obliged to cooperate with an audit carried out or commissioned by the Provincial Authority to test whether the contractor satisfies the information security requirements requested. The contractor shall cooperate with the audit free of charge and make all information reasonably relevant for the audit available within a reasonable period of three weeks, unless there is an urgent interest that opposes this.
8. The contractor will use the information and documents provided by the Provincial Authority to the contractor, including drawings and models, only if and to the extent that this is necessary for the execution of the contract.
9. The information and documents referred to in paragraph 8 remain the property of the Provincial Authority at all times.
10. Obligations intended by their nature to remain in force on expiry of the contract will remain in effect once the contract has ended.
11. If required by law or immediately at the request of the Provincial Authority, the contractor is obliged to make a G account as referred to in the Collection of State Taxes Act 1990 and the Liability of Recipients, Subcontractors and Clients 2004 Implementing Regulations available for the remittance of wage tax and national insurance premiums owed by the contractor. The Provincial Authority shall, in that case, transfer a percentage of the invoice amount agreed in advance with the contractor to the G account.

Article 5 Confidentiality and disclosure

1. The parties are required to keep confidential any confidential information and personal and other data obtained from the other party, either directly or indirectly, also once the contract has expired.
2. The parties will not disclose the information and personal or other data referred to in the first paragraph to any third parties without the prior written consent of the other party, except on the grounds of a statutory obligation or court order. Article 4(4) shall apply mutatis mutandis.
3. The contractor will not make any reference to the contract or its results in any publications or advertisements and will not use the Provincial Authority's name and/or logo as a reference without the Provincial Authority's prior written consent. Article 4(4) shall apply mutatis mutandis.
4. If the contractor violates the provisions of the above paragraphs, the contractor will be liable to pay the Provincial Authority an immediately due and payable fine of €5,000 per incident.

5. No notice of default is required for these fines to become due and payable and this applies without prejudice to any other right accruing to the Provincial Authority, including the right to full damage compensation and performance.
6. The Provincial Authority can coordinate press releases and other public announcements.

Article 5a Processing of personal data

1. The contractor will at all times act in accordance with the General Data Protection Regulation if personal data are being processed.
2. To the extent the contractor processes personal data for or with the Provincial Authority as a (shared) processor as referred to in the General Data Protection Regulation, in the context of performing a contract, the contractor guarantees the use of the demonstrably best possible appropriate technical and organisational measures so that the processing satisfies the requirements and principles of the General Data Protection Regulation and protection of the personal data against loss or any form of unlawful processing is guaranteed.
3. The contractor processes personal data exclusively as commissioned and - if applicable - on the basis of written instructions from the Provincial Authority, except in the event of deviating statutory regulations.
4. If there is processing by the contractor in the role of processor, the parties will act in accordance with Article 28 of the General Data Protection Regulation. The parties can further regulate the processing by concluding a processing agreement.

Article 6 Assessment

1. The Provincial Authority has the right to assess (or to provide for assessment of) the performance.
2. The Provincial Authority may conduct the assessment referred to in paragraph 1, or provide for it to be conducted, before, during or within a reasonable period after the provision of the service/delivery of the goods.

Article 7 Delays in fulfilment

1. If there is a likelihood that a deadline will not be met, the contractor will report this to the Provincial Authority in writing at the earliest opportunity, specifying the nature of the impending delay, the measures to be taken and the expected duration of the delay.
2. The Provincial Authority will confirm receipt of the notification referred to in paragraph 1 in writing, stating whether it accepts the contractor's proposed action. This consent does not mean that the Provincial Authority acknowledges the cause of the impending delay and is without prejudice to all other rights and/or claims accruing to the Provincial Authority pursuant to the contract.

Article 8 Default

1. Default as a result of the following circumstances is in any event attributable to the defaulting party: shortage of staff, illness and/or employee strikes, late delivery of goods, traffic congestion, liquidity problems, attributable failure in fulfilment by third parties engaged by the contractor and/or other foreseeable circumstances the contractor should have and could have anticipated.
2. In the following cases, the Provincial Authority has the right, after consulting the contractor, to perform the repair and/or replacement itself, or to provide for third parties to perform these at the contractor's expense, without prejudice to its statutory possibilities and other rights accruing to it:
 - a. compliance is permanently impossible;
 - b. the term for compliance stipulated in a written notice of default has expired unused;
 - c. a situation of such urgency exists that immediate action is required.

Article 9 Liability

1. Unless otherwise agreed, the party that attributably fails to comply with its obligations is liable to the other party for the damage suffered and/or to be suffered by the other party, on the understanding that the liability is limited to the following amounts:

- for orders with a total value of less than or equal to €50,000: €150,000 per incident up to a maximum of 3 incidents;
- for orders with a total value of more than €50,000 but less than or equal to €100,000: €300,000 per incident up to a maximum of 3 incidents;
- for orders with a total value of more than €100,000 but less than or equal to €150,000: €500,000 per incident up to a maximum of 3 incidents;
- for orders with a total value of more than €150,000 but less than or equal to €500,000: €1,500,000 per incident up to a maximum of 3 incidents;
- for orders with a total value of more than €500,000: €3,000,000 per incident up to a maximum of 3 incidents.

Related incidents shall be treated as a single incident.

2. The limitation of liability as specified in paragraph 1 will cease to have effect:
 - a. in the event of third-party claims for compensation for death or injury;
 - b. in the event of malicious intent or gross negligence on the part of the party in default;
 - c. in the event of a violation of intellectual property rights as referred to in Article 4(5).In these cases, the provisions from part 6.1.10 of the Dutch Civil Code apply in full, which means that the liability of the parties is not limited by these general terms and conditions but by the regime provided for in the law.
3. 'Third parties', as referred to in paragraph 2, also include parliamentarians, public administrators, employees and other individuals employed by the Provincial Authority.
4. If a third party holds the Provincial Authority liable for actions or omissions for which the contractor is liable pursuant to the provisions of the law, these General Terms and Conditions of Purchase, the contract and the accompanying documents, the contractor shall take over handling of this claim at its own expense and risk at the Provincial Authority's earliest request and indemnify the Provincial Authority in this respect, with due observance of paragraphs 1 and 2 of this article.
5. Any expenses incurred by the Provincial Authority in connection with the handling of any claims as referred to in paragraph 4, including compensation for damage, penalties and interest, will be borne by the contractor.
6. If the tax authority or institutions charged with the implementation of the social insurance law qualify the legal relationship between the parties as an implied or disguised employment relationship, the contractor shall take over the handling of all claims, including penalties, interest and costs, at its own expense and risk, at the Provincial Authority's earliest request.
7. The contractor declares that it is sufficiently insured and will ensure that it will remain sufficiently insured against liability as referred to in these General Terms and Conditions, the contract and the corresponding documents.

Article 10 Termination

1. The parties have the right, without prejudice to the options provided under the law and any other rights accruing to them, to terminate the contract between the parties without intervention from the courts, if the other party fails to comply with any obligation under this contract and/or fails to do so properly and/or in a timely manner, and, insofar as the failure can be remedied, fails to remedy such failure within the period stipulated for compliance in a written notice of default.
2. Without prejudice to the options provided under the law and any other rights accruing to it, the Provincial Authority will be entitled to terminate the contract between the parties immediately and without notice of default, if:
 - a. the contractor has been declared bankrupt or has been granted a moratorium on payments, or if a substantial portion of the contractor's assets are seized;
 - b. the contractor dies or otherwise becomes (physically) unable to execute the contract;
 - c. all or part of the contractor's business operations are suspended, it has ceased or transferred all or part of its operations or if the contractor is in liquidation;
 - d. control over or within the contractor's company changes, for example due to a change in shareholders or a change in board members;
 - e. employees of, or individuals employed by the Provincial Authority, hold an additional position at the contractor's company, paid or otherwise, or held such a position at the time of the negotiations or have interests in the contractor or its business operations,

- without the Provincial Authority having been informed of this prior to the signing of the contract;
- f. any facts or circumstances relating to the contractor's business or person become known which, if they had been known prior to the signing of the contract, would have constituted a reason not to enter into a contract with the contractor.
 3. The contractor shall inform the Provincial Authority immediately about the occurrence of or reasonable foreseeability of any of the circumstances specified in paragraph 2.
 4. In the event of contract termination, the contractor will not be entitled to any compensation.
 5. In the event of termination, the Provincial Authority will be entitled to continue using the services or goods previously provided or delivered by the contractor and paid for by the Provincial Authority.
 6. The Provincial Authority may demand the delivery of any goods or services previously developed or completed under the contract and of the data required to complete and use these services or goods, for payment of a corresponding portion of the agreed consideration.
 7. The parties may agree that the contractor completes the services or goods in such a way that these comply with the agreements made or that they can be completed by a third party.

Article 11 Prices and rates

1. Prices and rates are fixed for the term of the contract and are stated in euros and include all taxes, but exclude VAT and comprise the agreed performance, along with all other costs, including those relating to the training (including on-the-job training) of employees, travel expenses, accommodation expenses and call-out charges, administrative fees and packaging costs.
2. The prices listed in paragraph 1 also apply to contract variations as specified in Article 3.

Article 12 Payment

1. Unless specific invoice dates have been agreed between the parties, the contractor will only send the Provincial Authority an invoice after the performance has taken place and has been accepted.
2. Invoices must in any event include:
 - a. a specification of the number of hours actually and necessarily spent, along with the dates on which the work was performed; or
 - b. a brief description of the performance.
3. The Provincial Authority will pay the amounts due under the contract within thirty days following receipt and approval of the relevant invoice, provided that the contractor prepared its invoice in accordance with the invoicing terms and after acceptance of the goods or services and the corresponding documents.
4. The Provincial Authority will be liable to pay interest at the statutory rate in the event of late payment.
5. If the Provincial Authority pays in advance, the contractor will, on first demand and prior to the initial advance payment, provide sufficient security for payment or repayment, at its own expense, in the event that the contractor fails in any way to fulfil the obligations to which the advance payment pertains.
6. The security is provided in the form of an original certificate (known as an 'on-demand' bank guarantee) issued by an accredited credit institution in an amount equivalent to the amount payable in advance or paid in advance by the Provincial Authority, plus any interest and costs, subject to the Provincial Authority's approval.
7. If the parties have agreed that payment will be made based on actual costs, the contractor will send an itemised invoice as agreed.
8. Payment by the Provincial Authority does not entail any waiver of any rights whatsoever.
9. The contractor is not permitted to settle its performance with any receivable from the Provincial Authority, due on any grounds whatsoever.
10. The Provincial Authority has the right to suspend settlement of the invoice in the event of an impending delay, as referred to in Article 7(1), or an attributable shortcoming as referred to in Article 8(1).

11. If the Provincial Authority fails to meet a deadline for payment or fails to pay an invoice on account of its suspected inaccuracy or in the event that the service(s) or good(s) is/are defective, this does not afford the contractor the right to suspend or terminate its work.
12. The Provincial Authority may assign an auditor to be designated by the Provincial Authority, as referred to in Article 393(1), Book 2 of the Dutch Civil Code, to verify the accuracy of the contents of the invoice. The contractor will allow the auditor in question access to its accounts and documents and will provide it with all the data and information it requires.
13. The audit referred to in paragraph 12 is confidential and its scope will not extend beyond that which is required for the verification of the invoices.
14. The auditor will issue its report to the parties as soon as possible.
15. The costs associated with the audit specified in the foregoing paragraphs will be borne by the Provincial Authority, unless the audit performed by the auditor shows that the invoice is inaccurate or incomplete, in which case the aforementioned costs will be borne by the contractor.

Article 13 Goods belonging to the Provincial Authority

1. If the Provincial Authority has provided the contractor with any goods, including raw materials, auxiliary agents, tools, drawings, specifications and software for the purpose of the execution of the contract, such goods remain the property of the Provincial Authority. Conditions may be attached to the provision of such goods.
2. The contractor will keep the goods made available separate from similar goods belonging to the contractor itself or third parties.
3. The contractor will mark the goods provided as being the property of the Provincial Authority.
4. The contractor will return free of charge any and all items it has received from the Provincial Authority in relation to the execution of the contract, no later than within fourteen days of completion of the contract, or no later than within fourteen days after a request to that end by the Provincial Authority.
5. The contractor is not authorised to retain or use copies of any of the goods referred to in paragraph 1, other than in relation to its archiving obligations.

Article 14 Employment terms and conditions and labour discrimination

1. In performing the work, the contractor will adhere to the applicable legislation and regulations pertaining to employment terms and conditions and to the collective labour agreement that applies to it and its employees.
2. The contractor will document in a clear and accessible manner all agreements in relation to employment terms for the performance of the work.
3. On request and without delay, the contractor will provide the competent authorities with access to these agreements on employment terms and cooperate with checks, audits or wage validation.
4. On request and without delay, the contractor will provide the Provincial Authority with access to the agreements on employment terms mentioned in paragraph 2 if the Provincial Authority deems this necessary in connection with the prevention of or handling of a wage claim concerning work performed for the contract, unless a statutory obligation of the contractor opposes this.
5. The contractor shall impose an obligation on all parties with which it enters into contracts for the purposes of performing work that these parties comply with the legislation and regulations in effect for them in relation to labour protection and employment terms, and shall also require that these parties subsequently impose this obligation on all parties with which they in turn contract for the purposes of performing the work.
6. In order to prevent any impermissible discrimination, in particular on the basis of religion, personal beliefs, political affinity, gender, race, nationality, sexual orientation, marital status, disability, chronic illness, age or any grounds whatsoever, only job-relevant requirements for the performance of the contract will be able to be stipulated by the contractor for its personnel and/or subcontractors and taken into account by the Provincial Authority.

Article 15 Transfer of rights and/or obligations

1. The parties are not authorised to transfer part or all of their rights and obligations on the basis of the contract to a third party without the prior written consent of the other party or parties. This prohibition has the force of the law of property, within the meaning of Article 83(2), Book 3 of the Dutch Civil Code. Article 4(4) shall apply mutatis mutandis.
2. Paragraph 1 does not apply in relation to the establishment of rights of pledge.

Article 15a Data

1. If the Provincial Authority provides data to the contractor in the context of the contract, the following conditions apply.
 - a. No rights are transferred by the Provincial Authority to the contractor with the conclusion of the contract.
 - b. The contractor will use the data exclusively for the execution of the contract.
 - c. The data may not be provided to a third party without the written permission of the Provincial Authority.
 - d. At the moment the contract ends, or at the request of the Provincial Authority, the contractor will destroy the data obtained or return these to the Provincial Authority, in accordance with the latter's instructions. Unless a statutory obligation prevents this.
2. If the contractor creates, collects or acquires data which constitute or will constitute part of the contract, the following conditions apply.
 - a. Any rights in relation to the data are vested in principle in the Provincial Authority. At the Provincial Authority's written request, the contractor will transfer the rights vested in the data to the Provincial Authority.
 - b. Unless the parties agree otherwise in writing, the contractor will use the data exclusively for the execution of the contract.
 - c. The data may not be provided to a third party without the written permission of the Provincial Authority.
 - d. At the moment the contract ends, or at the request of the Provincial Authority, the contractor will destroy the data or return these to the Provincial Authority, in accordance with the latter's instructions. Unless a statutory obligation prevents this.
 - e. If the data supplied by the contractor are incorrect or incomplete, the contractor must cooperate free of charge, even after termination of the contract, to correct the incorrectness or incompleteness.
3. If, in the context of the contract, the contractor creates, collects or otherwise acquires data but these data do not and will not constitute part of the contract, the following conditions apply.
 - a. Immediately at the Provincial Authority's request, the contractor will provide the Provincial Authority with a copy of the data.
 - b. The Provincial Authority acquires the right to use the data, in the broadest sense.
 - c. During the term of the contract, the contractor is obliged to keep the data in its possession.
 - d. At the moment the contract ends, the contractor will provide a copy of the data, at the Provincial Authority's request.
4. The supply of data by the contractor to the Provincial Authority always takes place in a file format to be specified by the Provincial Authority and using a transmission method designated by the Provincial Authority. Unless the parties agree otherwise in writing, the Provincial Authority does not owe the contractor any compensation for the supply of data under this article.

Article 16 Applicable law and disputes

1. The contract and any contracts and agreements arising therefrom are governed exclusively by Dutch law.
2. Where possible, the parties will solve their disputes in proper consultation.
3. If the parties fail to reach a solution or in the event of an emergency, the disputes will be referred to the competent court in the district of the capital of the province.

SECTION B DELIVERIES

The provisions of Section B shall apply to deliveries of goods, in addition to the provisions of Section A.

Article 17 Specific guarantees for deliveries

1. Delivered goods must possess at least the properties agreed and which the Provincial Authority is entitled to expect under the contract.
2. A 24-month warranty period applies for delivered goods, unless the law or case law provides for a longer period or if the contractor or the contractor's industry employs a longer period, in which case the longest period applies.
3. The contractor will remedy, at its own expense, any errors and defects that may become manifest during the warranty period and which cannot be attributed to normal wear and tear or incompetent or careless use.
4. The contractor warrants that, during the standard lifecycle of the goods delivered, new components will be available in order to repair errors and defects in the goods in question.

Article 18 Delivery of Goods

1. Goods shall be delivered to the agreed location and at the agreed time, at the contractor's risk and expense, including transport and insurance.
2. The contractor will submit any and all documents relating to or in connection with goods to be delivered, including certificates, packing lists, instruction manuals (in the Dutch language), no later than the date of delivery to the Provincial Authority, or, if possible, will send these to the Provincial Authority in advance.
3. The contractor will remove all used packaging materials at its own risk and expense and will ensure that they are processed in an environmentally friendly manner.

Article 19 Transfer of risk and transfer of title

The title to and the risk associated with goods will only pass to the Provincial Authority once the goods have been assembled and/or installed, are in the actual possession of the Provincial Authority, and following acceptance of delivery.

Article 20 Applicable law

The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) is excluded, provided that its applicability can be excluded by the parties.

SECTION C SERVICES

The provisions of Section C shall apply to services, in addition to the provisions of Section A.

Article 21 Contractor's obligations

1. The contractor shall execute the contract with the care, expertise and professionalism that are customary within the contractor's industry or professional group.
2. The contractor will only use the services of qualified individuals for the execution of the contract.
3. If necessary, the contractor will ensure adequate replacement of the individuals referred to in paragraph 2.
4. The additional costs of replacement, as referred to in paragraph 3, will be borne by the contractor.
5. The contractor will only employ individuals who are authorised to work in the Netherlands.

Article 22 Intellectual and industrial property rights

1. All intellectual and industrial property rights and database rights that will arise or can be exercised in relation to the results of the contract will in principle remain with the Provincial Authority at all times. This starting point does not apply:
 - in relation to rights to any software modelling developed by the contractor for the purposes of the order and the software programming used for that,
 - to other knowledge and know-how developed by the contractor as part of the contract that serves as the basis for the result delivered to the Provincial Authority.
2. The contractor will transfer any and all intellectual and industrial property rights that may arise in relation to the results of the contract – to the extent possible – at the time when they arise, to the Provincial Authority in advance, for no consideration, which transfer the Provincial Authority hereby accepts in advance. Insofar as the transfer of the aforementioned rights at any time requires a further deed, the contractor hereby irrevocably authorises the Provincial Authority in advance to draft and co-sign such a deed on the contractor's behalf, without prejudice to the contractor's obligation to cooperate in the transfer of these rights at the Provincial Authority's earliest request, without being able to impose any conditions in that regard.
3. In concluding the contract, the contractor waives any personality rights accruing to it in respect of the Provincial Authority, insofar as the applicable regulations permit such a waiver. Also on behalf of its personnel, the contractor, authorised to that effect, also waives any personality rights accruing to such personnel in respect of the Provincial Authority, insofar as the applicable regulations permit such a waiver.
4. The contractor can use the results of the contract to which the Provincial Authority holds title pursuant to paragraph 1 only for itself or for third parties, as long as this does not damage the Provincial Authority's interests.
5. If the intellectual property rights are not vested in the Provincial Authority as provided in paragraph 1, by concluding the contract the contractor grants the Provincial Authority a perpetual right of use in relation to the excluded rights referred to in paragraph 1.
6. The Provincial Authority is deemed to be the designer within the meaning of the Benelux Convention on Intellectual Property (trademarks and drawings or designs) and has the exclusive right to file a final product which is eligible therefor at the agency referred to in that Benelux Convention, either through the agency of a national service or otherwise.
7. If a third party holds the Provincial Authority liable for any (alleged) breach of that third party's intellectual or industrial property rights, including similar claims relating to knowledge, unfair competition or the like, for which the contractor is liable pursuant to the provisions of these General Terms and Conditions of Purchase, the contract and the accompanying documents, the contractor shall take over handling of this claim at its own expense and risk at the Provincial Authority's earliest request. The contractor undertakes to take all measures that could contribute to prevent stagnation and to limit incurring extra costs and/or future damages as a result of such breaches.

SECTION D FINAL PROVISIONS

Article 23 Revocation

The General Purchasing Terms and Conditions of the Provinces 2018 for deliveries and services for application within the Province of Zeeland, which took effect on 19 December 2018, are revoked.

Article 24 Effective date

This resolution takes effect on 1 July 2022.

Article 25 Short title

This resolution is cited as: 'General Purchasing Terms and Conditions for the Provinces 2022 for deliveries and services'.