

Agreement

regarding the provision of a **Regional Aircraft Noise Monitoring System**

between

Eindhoven Airport N.V.

and

<Name contractor>

date <date>

version <version nr.> concept / definitive

contract number <fill in>

Table of contents	
Article 1 Definitions	3
Article 2 Conditions	4
Article 3 Term of the Agreement and early termination	5
Article 4 Duties of Supplier	5
Article 5 Confidentiality	6
Article 6 Delivery times for the provision of Services	7
Article 7 Personnel	7
Article 8 Contact persons	8
Article 9 Reports	8
Article 10 Prices / rates	8
Article 11 Invoicing and payment	8
Article 12 Intermediate inspections	Fout! Bladwijzer niet gedefinieerd.
Article 13 Subcontractors	9
Article 14 Key Performance Indicators	9
Article 15 Documents, information and resources	9
Article 16 Liability and insurance	10
Article 17 Working area and working conditions	10
Article 18 Force majeure	11
Article 19 Privacy provisions	11
Article 20 Contact persons	11
Article 21 Other conditions	12
Note: Appendices as included under Clause 2.4 shall be added separately to this Agreement	14

The undersigned:

Eindhoven Airport N.V., having its registered office at Luchthavenweg 13 in (5657 EA) Eindhoven, the Netherlands, duly represented in this matter by R.A.J. Hellemons in the capacity of CEO, and M.P.J. van den Bogaard in the capacity of COO, hereinafter to be referred to as or "EANV"

and

<Supplier>, established and domiciled at <address>, <postcode and place>, registered in the trade register under number <number>, legally represented by <initials / surname>, <function>, and <initials / surname>, <function>, hereinafter referred to as: "Supplier"

Hereinafter collectively referred to as "Parties" or individually as "Party".

Considering that:

- a) EANV requires a regional aircraft noise monitoring system, including noise measuring units, a complaint handling system for aircraft noise, integration of a track data feed (such as ADS-B or radar), data supply to the core data platform of the airport, and installation, service and maintenance of the solution, hereafter: "the Services";
- b) Supplier is a specialist in the field of monitoring aircraft noise and related services. Supplier is able to adequately advise EANV in this matter and Supplier is prepared and able to provide the requested Services, because these Services are part of the regular activities of Supplier, and as a result of which a high and constant quality can be provided;
- c) EANV has held a European tender procedure with TenderNed number <number> for the award of this Agreement based on the Invitation to Tender (as defined in Clause 1 below) and under the Netherlands Public Procurement Act 2012 and the Netherlands Tendering Regulations for the Utilities Sectors 2016 (Aanbestedingsreglement Nutssectoren 2016);
- d) Supplier has submitted a Proposal for the Services to be delivered;
- e) EANV has assessed the Proposal of Supplier as being the offer with the best price quality ratio (the MEAP, as defined in Clause 1 below) and, accordingly, Supplier is awarded this Agreement to provide the Services;
- f) Supplier certifies that there are no significant changes in the information provided to EANV for the purpose of the tender procedure, on the basis of which Supplier would no longer be eligible for the award of the Agreement by EANV pursuant to the tender procedure;
- g) For the purpose of the Services to be provided by Supplier, Supplier ensures it has sufficiently acquainted itself with all information with respect to EANV that is relevant to the performance of this Agreement.

Declare to have agreed as follows:

Article 1 Definitions

1.1 In this Agreement the following definitions apply:

Agreement	This agreement, to be executed upon the award of the assignment between EANV and Supplier with respect to the provision of the Services, including all appendices.
Airport	Eindhoven Airport, the airport operated by EANV.
Clause	Any provision in this Agreement.
Data Processing Agreement	The Data Processing Agreement contains agreements with respect to General Data Protection Regulation (Regulation (EU) 2016/679).
KPI	Key Performance Indicator (abbreviated to KPI's) are variables for analysing Supplier's performance of the Agreement.

MEAP	The most economically advantageous Proposal (best price-quality ratio) pursuant to the award criteria as specified in the Request for Proposal.
Personnel	The employees of Supplier and, where applicable, the employees of any of the Supplier's Subcontractors.
Services	The Services to be provided by Supplier to EANV, as specified in the ITT, the Programme of Requirements and Supplier's Tender dated [DATE].
Proposal	Supplier's proposal for the provision of the Services as submitted in the tender procedure.
Invitation to Tender	The invitation issued by EANV (including the annexes) to participate in the tender procedure and submit a proposal, which eventually led to the conclusion of the Agreement (also referred to as "ITT").
Airport Identification Card	The proof of identification to be issued by EANV in accordance with the Conditions for Airport Identification Card.
Subcontractor	Any third party to be engaged by Supplier in addition to its Personnel for the performance of the Agreement.
Tender Dossier	The documents as referred to in paragraph 3.4.4 of the ITT, including any attachment thereto.

Article 2 Conditions

- 2.1 Supplier shall provide the the Services in accordance with the terms and conditions of this Agreement, as well as in accordance with the requirements and principles set out in the ITT.
- 2.2 Delivery conditions and/or other (general) conditions of Supplier or any Subcontractor or third party engaged by Supplier under this Agreement, as well as any conditions that are common in a branch of industry, do not apply to this Agreement and/or any assignments arising under it, nor do they apply if these conditions are printed on invoices and/or other documents sent by Supplier to EANV.
- 2.3 The documents mentioned in Clause 2.4 form an integral part of the Agreement. In the event of a conflict or inconsistency between the Agreement and these documents, the Agreement shall prevail. In the event of a conflict or inconsistency between the appendices, a document with a lower number shall prevail over a document with a higher number (for example, appendix 1 prevails over appendix 3).
- 2.4 This Agreement includes the following appendices:
 1. Summary of Additional Information and Changes 1, dated [DATE]
 2. Summary of Additional Information and Changes 2, dated [DATE]
 - 3.1 EANV General Purchase Conditions IT & Systems – General Provisions
 - 3.2 EANV General Purchase Conditions IT & Systems Special Provisions – Professional Services
 - 3.3 EANV General Purchase Conditions IT & Systems Special Provisions – Housing and Hosting
 - 3.4 EANV General Purchase Conditions IT & Systems Special Provisions – Hardware
 - 3.5 EANV General Purchase Conditions IT & Systems Special Provisions – Software
 - 3.6 EANV General Purchase Conditions IT & Systems Special Provisions – SaaS
 4. Program of Requirements
 5. Service Level Agreement
 6. Security Annex
 7. Data Processing Agreement

8. Supplier Code of Eindhoven Airport N.V.
 9. Airport Regulations Eindhoven Airport
 10. Access Policy Eindhoven Airport N.V.
 11. Conditions for Airport Identification Card
 12. Safety and Security Manual
 13. General Environmental Conditions Eindhoven Airport N.V.
 14. Invitation to Tender
 15. Supplier's Tender dated [DATE]
 16. All other documents referred to previously by EANV during the Tender Procedure until the time of signing this Agreement.
- 2.5 By signing this Agreement, Supplier certifies to have received a copy of all documents mentioned in Clause 2.4 either at the time of signing or before, and to know and accept the contents thereof.

Article 3 Term of the Agreement and early termination

- 3.1 The Agreement enters into force on January 1st 2025 and ends by operation of law on December 31st 2034.
- 3.2 EANV has the right to extend the Agreement a maximum of five times with a period of one (1) year.
- 3.3 This Agreement shall never be renewed tacitly. Three (3) months before the end of the current term of the Agreement, EANV shall inform Supplier whether or not EANV wishes to continue the Agreement .
- 3.4 EANV may terminate this Agreement after 5 years without cause or anytime when contractual agreements are not met before the end of the current term of the Agreement, with a notice period of three (3) months, without EANV being obliged to pay any form of compensation/damages to Supplier.
- 3.5 At the end of this period, annual renewal is possible until the technical or economic lifecycle of the noise measuring unit(s) has been reached.
- 3.6 EANV is authorised to terminate the Agreement in accordance with article 15 of EANV's General Purchase Conditions IT & Systems – General Provisions.
- 3.7 In the event of a termination based on article 15.2 of EANV's General Purchase Conditions IT & Systems – General Provisions, EANV shall be entitled to perform (or to cause to be performed), at the risk and expense of Supplier, that which Supplier is / was obliged to do under the Agreement. The foregoing shall not prejudice Supplier's duty to compensate and indemnify EANV for the costs, damage and interests resulting from the non-performance.
- 3.8 Termination or extension of the Agreement shall be done in writing, by way of letter or e-mail.
- 3.9 The conditions of the Agreement shall continue to apply between Parties, even after termination of the Agreement, up to the moment at which the last the Services have been delivered and the guarantee period of delivered the Services has expired.
- 3.10 The Agreement can only be amended by way of an addendum signed by authorised representatives of the Parties.

Article 4 Duties of Supplier

- 4.1 Supplier commits itself to the timely and proper delivery of the Services in accordance with Supplier's Tender and Clause 6 of this Agreement.
- 4.2 Supplier guarantees the soundness of the Services it will provide. At a minimum, this guarantee covers that:

- a) the Services are fit for the purpose set out in the ITT;
 - b) the Services are provided in accordance with the latest technology;
 - c) with regard to amount, description, quality and performance, the Services are fully in accordance with the specifications set out in the Program of Requirements and Supplier's Tender;
 - d) Supplier has complied with any and all requirements, including any national and international legislation, that apply to the Services, the provision of the Services and any equipment, tools and other resources used by Supplier for the performance of the Agreement;
 - e) the Services meet the requirements that may reasonably be demanded of them.
- 4.3 Supplier certifies that it has taken note of and acknowledges that it is at all times bound by the prevailing Eindhoven Airport regulations, and by any later changes or new versions thereof, as soon as these have entered into force. The Eindhoven Airport regulations are available at: <https://www.eindhovenairport.nl/en/business>. Supplier monitors and is responsible for the compliance with the Eindhoven Airport regulations and the Supplier Code by anyone who is granted access to the Airport by it or on behalf of it.
- 4.4 Supplier certifies that it has taken note of and acknowledges that it is at all times bound by the prevailing Supplier Code of which the most recent version can be consulted at www.eindhovenairport.nl. Supplier monitors and is responsible for the compliance of Supplier, its Personnel and any other third party it engages for or in connection with the conclusion and performance of the Agreement.
- 4.5 Supplier shall ensure at its own risk and expense that it shall apply in time for and obtain any required permits, approvals and exemptions for the provision of the Services. Supplier guarantees that any conditions associated with the permits, approvals and exemptions are complied with, without being entitled to any claim for compensation in relation to this.

Article 5 Confidentiality

- 5.1 Supplier shall, vis-à-vis third parties, guarantee secrecy with respect to any business information, including business resources, business operations, computer software and other data originating from EANV, which, in any way whatsoever, came, or was brought to its attention.
- 5.2 Supplier shall not multiply, or disclose to third parties any information relating to the Agreement other than is necessary within the framework of the performance of the Agreement, and only after written permission from EANV.
- 5.3 All aids and documents made available by EANV to Supplier prior to and during the execution of the Agreement as referred to in article 10 of EANV's General Purchase Conditions IT & Systems – General Provisions, as well as any other business information, shall at all times remain the property of EANV, and be returned at EANV's first request to that effect.
- 5.4 Supplier shall refrain from providing third parties with information relating to EANV or any of its activities and, in particular, relating to the existence and contents of the Agreement. This obligation to refrain from disclosing information shall apply especially, and in particular, to the provision of information to the media, also including social media. Only media spokespersons of EANV shall communicate with any media with respect to the existence and the content of this Agreement. If Supplier is approached by the media, a contact as referred to in the appendix 'Contact persons' must be contacted. This contact shall facilitate the coordination with the media communications of EANV. In addition, all communications, such as press releases, publications, websites, etc. of Supplier in which the Airport, EANV or Royal Schiphol Group N.V. is mentioned, must be submitted to EANV for approval. Actual publication shall only take place with the written approval of EANV.
- 5.5 Supplier shall impose the obligations referred to in this Clause also on its Personnel and any of its Subcontractors, including the obligation for the Subcontractor to impose the obligations in this Clause on its Personnel.

- 5.6 In case of a breach of this Clause by Supplier, its Personnel, its Subcontractors or any Subcontractor's Personnel, Supplier shall owe a penalty of € 10.000,-- per event, immediately payable to EANV, plus an additional sum of € 500,-- for each subsequent day that the breach continues, and without prejudice to EANV's right to take other measures against Supplier.

Article 6 Delivery times for the provision of Services

- 6.1 The Services shall be delivered and up and running no later than 1 January 2025. The delivery of the Services shall take place in accordance with the time schedule included in Supplier's Tender.
- 6.2 Supplier shall deploy sufficient manpower and equipment to be able to meet the time schedule included in Supplier's Tender. Any additional costs resulting from the additional use of equipment, persons and materials in order to meet the agreed upon time schedule are at the expense of Supplier, with the exception of extra costs that are a consequence of interim changes to the time schedule made at the express request of EANV.
- 6.3 Supplier shall ensure that the delivery of the Services proceeds undisturbed and shall be responsible for the proper and full performance. Supplier shall ensure that the process is not interrupted due to illness, holidays or other absence of Personnel working for Supplier or otherwise. Where appropriate, Supplier shall immediately take the necessary measures, including the deployment of replacement Personnel.
- 6.4 As soon as Supplier knows or ought to know that the delivery of the Services will not, not timely or not properly be performed, Supplier shall immediately notify EANV of this in writing, specifying the circumstances that gave rise to the inability to perform. Without prejudice to the rights of EANV under the law and this Agreement, Parties shall discuss whether and, if so, in which way, the situation that has arisen can still be resolved to the satisfaction of EANV. If for any reason these measures do not lead to the result desired by EANV, EANV always reserves the right – at the risk and expense of Supplier – to take such measures as it deems necessary or desirable to ensure the responsible continuation of the delivery of the Services, without prejudice to EANV's rights under the law and this Agreement.
- 6.5 If during the execution of the Agreement the provision of the Services gives EANV cause to review the agreed time schedule, Supplier shall cooperate fully to ensure the smooth progress of the delivery of the Services.

Article 7 Personnel

- 7.1 Supplier shall comply with any applicable employment legislation, including but not limited to the Foreign Nationals (Employment) Act. Supplier shall ensure that EANV is enabled by Supplier as well as any third parties engaged by Supplier to comply with any applicable employment legislation, insofar as these duties (also) apply to EANV within the context of the Agreement. At EANV's request, Supplier shall submit a plan of approach that sets out how Supplier shall safeguard the compliance with the applicable employment legislation.
- 7.2 EANV is in no way bound to (employment) agreements that Supplier has entered into with its Personnel and / or Subcontractors engaged by it.
- 7.3 Supplier is obliged to ensure that at all times at least one member of its Personnel involved with the performance of the Agreement will have sufficient command of the Dutch language to know and understand the local rules and regulations, and be able to communicate in Dutch, which will be necessary during the performance of the Agreement. For members of Supplier's or any Subcontractors' Personnel who do not have a sufficient command of the Dutch language, Supplier shall provide instructions and information in a language that these persons understand.
- 7.4 Supplier guarantees that its Personnel and any Subcontractors' Personnel shall behave orderly and properly in the performance of the Agreement and will not commit any misdemeanours or criminal offences when they are at any locations of EANV.
- 7.5 Supplier guarantees that its Personnel shall have a Eindhoven Airport Pass and visibly wear the Airport Identification Card where this is prescribed by EANV, and that these persons are fully aware of and shall comply with the Conditions for

Airport Identification Card and other rules stipulated by the airport operator of EANV (the prevailing versions of which can be retrieved from www.eindhovenairport.nl), and shall subject themselves to the sanctions that are imposed on any misuse of the Airport Identification Card.

- 7.6 EANV reserves the right, for reasons of its own, either to refuse a member of Supplier's Personnel or of its Subcontractor, or to require of Supplier that it immediately remove a member of Supplier's Personnel or of its Subcontractor from the Airport. In the event that EANV exercises its right, it shall notify Supplier both verbally and in writing.
- 7.7 Supplier guarantees that its Personnel, and any Subcontractors' Personnel involved with the performance of the Agreement is skilled, competent and experienced and has successfully completed all compulsory (if any) vocational trainings, courses, etc. EANV may specify further requirements with regard to the vocational training followed by Supplier's or Subcontractors' Personnel and/or the evidence thereof, insofar as this is reasonably required for the performance of the Agreement. In consultation with Supplier, EANV shall evaluate the performance(s) of the members of Supplier's and/or Subcontractors' Personnel who are responsible for the supervision over the provision of the Services to EANV. In the event that EANV does not deem the performances adequate, Supplier shall replace the responsible person(s) in question upon EANV's first written request.

Article 8 Contact persons

- 8.1 EANV and Supplier shall appoint in writing persons who act on behalf of each of the Parties during the performance of the Agreement. An overview of the contact persons of Parties at the time of the execution of the Agreement and their roles, responsibilities and powers can be found in the appendix "Contact persons".
- 8.2 Any instructions provided by EANV's Personnel other than those listed in the appendix "contact persons" are legally invalid and shall not affect the duties of the Parties under this Agreement.

Article 9 Reports

- 9.1 Supplier shall deliver reports in accordance with the provisions in the appendix "Reports".

Article 10 Prices / rates

- 10.1 Commercial terms and conditions, as well as the prices / rates, are specified in the appendix "Remuneration and Payment".

Article 11 Invoicing and payment

- 11.1 Supplier's invoices must (preferably) sent digitally to invoices@eindhovenairport.nl, with reference to the purchase order number. Invoicing will be made to the billing address specified in the individual purchase order.
- 11.2 The invoices must specify:
 - a) the agreement number of the purchase order;
 - b) the total amount;
 - c) VAT (insofar as applicable).

Supplier shall comply with the provisions stipulated (at any time) by EANV with respect to the contents and the manner of presentation of the information specified on the invoices.

- 11.3 In the case of a credit note, it must be clearly indicated which invoice the credit note relates to and what exactly must be credited / corrected.
- 11.4 EANV shall pay submitted invoices within 30 days of receipt and approval of the invoice, unless EANV has legitimate objections to the invoice. In the event of legitimate objections, Parties shall consult with each other further in the matter. Supplier shall submit a new invoice to EANV on the basis of the outcome of this consultation.

- 11.5 Exceeding the payment term or suspension of payment with regard to any part of the invoice disputed by EANV shall not give Supplier the right to suspend, cancel or terminate its obligations under this Agreement.
- 11.6 At all times, EANV has the right to have the accuracy of the invoices submitted by Supplier audited by an accountant appointed by EANV, as referred to in Section 393(1) of Book 2 of the Dutch Civil Code. Supplier shall give the accountant involved access to the books and documents and shall provide all details and information required by the accountant. The audit shall be confidential and shall not go beyond what is required for the verification of the invoices. The accountant shall provide his/her report to both Parties as soon as possible. The costs of the audit are borne by EANV, unless the audit shows that the invoice is completely or partly inaccurate and this inaccuracy is attributable to Supplier. In the latter case, the costs shall be borne by Supplier.
- 11.7 EANV shall not make payments in advance. Payment shall take place after receipt and acceptance of the Services.
- 11.8 The deadline for the submission of invoices by Supplier to EANV is four (4) months after delivery of the Services. Invoices received by EANV after this period, shall not be processed by EANV.

Article 12 Subcontractors

- 12.1 Only with prior written permission shall Supplier be entitled to engage Subcontractors for the purpose of performing Supplier's duties and obligations under the Agreement in whole or in part.
- 12.2 In all respects, Supplier shall be and remain responsible and liable for the performance of its Subcontractors, Subcontractors' Personnel and any other persons working for any Subcontractor.
- 12.3 The use of Subcontractors does not change Supplier's duties and obligations with respect to EANV, even if the Subcontractor in question was proposed or prescribed by EANV. At all times, Supplier shall be ultimately responsible for the delivery of the Services.
- 12.4 No duties or obligations whatsoever for EANV are able to arise from any agreements between Supplier and a Subcontractor, nor shall any changes in Supplier's duties and obligations to EANV be able to arise from such agreements.
- 12.5 All communication, both verbal as well as in writing, invoicing included, shall be between EANV and Supplier, and not between EANV and Subcontractors of Supplier.

Article 13 Key Performance Indicators

- 13.1 EANV has the right to define Key Performance Indicators (KIPs) during the term of the Agreement. Supplier shall comply with each of the agreed KPIs.

Article 14 Documents, information and resources

- 14.1 Supplier guarantees that it has carefully studied all the documents and information provided by EANV in connection with this Agreement, including the Tender Dossier. Furthermore, Supplier guarantees that the performance of the Agreement, and the Services provided pursuant to the Agreement, satisfy all of EANV's requirements, as laid down in the aforementioned documents and information.
- 14.2 All (intellectual) property rights, insofar as applicable, on all drawings, models, specifications, instructions, regulations, etc. shall lie with EANV and shall remain its property at all times. All (digital) documents provided to Supplier under the Agreement shall be returned free of charge by Supplier to EANV upon the first request of EANV.
- 14.3 Supplier may rent storage space from EANV for the storage of resources, materials, tools and equipment. Parties shall consult further with each other with regard to this.

- 14.4 Supplier shall take proper care of resources made available by EANV. Supplier shall report any damage, loss or theft of resources to EANV immediately upon discovery of the fact. Damage to resources, other than resulting from wear through use, shall be at the expense of Supplier.

Article 15 Liability and insurance

- 15.1 Supplier shall be liable and shall indemnify EANV, its employees, representatives and/or contractors and/or third parties for all costs and damages, arising in connection with the performance or as a result of any breach in the performance of this Agreement by Supplier and/or third parties engaged by Supplier.
- 15.2 The liability of Supplier as referred to in this Clause 16 is limited to an amount of € 1.000.000,-- (one million euros) per event causing damage. This liability shall be limited to an amount of € 2.500.000,-- (two and a half million euros) per year. No limitation of liability shall apply in case of damages caused by deliberate intent or gross negligence of Supplier or its employees. To the extent Supplier's non-performance is subject to any penalty clauses, such clauses do not prejudice EANV's right to claim damages caused by Supplier's non-performance.
- 15.3 Supplier shall insure itself for at least € 1.000.000,-- (one million euros) of cover per event and shall maintain this insurance for the term of this Agreement, both for business liability (*AVB: aansprakelijkheidsverzekering bedrijven*) as well as professional liability. Upon the first request of EANV, Supplier shall demonstrate this to EANV with evidence in writing.
- 15.4 To the extent permitted by law, EANV excludes all liability against Supplier, save for the liability resulting from direct financial loss suffered by Supplier and attributable to the deliberate intent or gross negligence of EANV. Financial loss does not include losses resulting from loss of profits or missed turnover. In any event, the liability of EANV shall never be more than an amount that corresponds with the amount per year payable by EANV to Supplier in respect of Services under this Agreement.

Article 16 Working area and working conditions

- 16.1 Insofar as the Supplier will perform work on site, Supplier shall take into consideration the fact that the performance of the Agreement may take place in an area that is vulnerable with respect to the Airport's operations, security and safety. Supplier is fully aware that this may have consequences for reachability and accessibility of the areas where the Agreement is to be performed and hence the performance of the Agreement. Supplier shall lend its full cooperation to EANV to the extent safety and security of the Airport so require.
- 16.2 To the extent that Services are physically performed at the airport, Supplier shall be responsible for the safety of its Personnel and for maintaining safety and security in general, in accordance with any applicable statutory provisions and the regulations that are in force at the Airport. This includes - but is not limited to - the following points:
- a) Supplier shall ensure that, in the performance of the assigned activities, physical injury to persons and / or damage to property of EANV and / or third parties are prevented.
 - b) For this purpose, Supplier shall regularly instruct its Personnel and any third parties contracted by it and, if necessary, shall have them follow safety courses and additional safety training at Supplier's expense and risk.
 - c) Supplier shall regularly inspect or have inspected all equipment and operational assets, with the purpose of promptly recognising and repairing any defects. To this end, Supplier shall at a minimum comply with all requirements stipulated by the government.
 - d) Supplier shall strictly comply with all safety provisions and security requirements that apply at the Airport, and shall ensure that these provisions are also strictly complied with by its Personnel and by any third parties contracted by it.
 - e) Supplier shall immediately report to EANV any incident, accident, damage, or defect, which occurred or was noticed in the context of its activities and which disrupt or hinder the operations of the Airport or which jeopardise the safety and security. Supplier shall provide all the relevant information and any additional information EANV requests in respect of such a report.

- f) Supplier shall ensure that the facilities and resources made available by/on behalf of EANV are used correctly and properly secured.

16.3 If the performance of the Agreement by Supplier hinders or may hinder in any way any activities of EANV and/or third parties, Supplier shall coordinate free of charge with the parties involved, and shall only perform the Agreement, to the extent such performance would hinder EANV and/or third parties, with prior written approval from EANV.

Article 17 Force majeure

- 17.1 In the event of force majeure (in the meaning of section 75 of Book 6 the Dutch Civil Code), compliance with the relevant, and therewith associated, duty/duties and obligation/obligations is suspended partly or fully for the duration of the force majeure, without Parties being liable to pay each other any compensation or damages.
- 17.2 In any event, under this Agreement, force majeure expressly does not include: lack of personnel, strikes, late delivery and / or unsuitability of materials, raw materials, semi-finished products or services, attributable failures or wrongful acts of Supplier or of third parties engaged by Supplier, and /or liquidity / solvability problems suffered by Supplier and / or third parties engaged by Supplier.
- 17.3 If the force majeure renders it definitely impossible for Supplier to perform, or if the force majeure period has lasted longer than one month, or if it is reasonably certain that it will last at least one month, EANV is authorised to terminate the Agreement without further notice of default being required and in all other respects in accordance with article 22 of EANV's General Purchase Conditions IT & Systems – General Provisions.

Article 18 Privacy provisions

- 18.1 Supplier is aware that EANV may process personal data of Supplier's Personnel for the purpose of the performance of the Agreement. EANV shall perform the processing of the personal data in the context of, amongst other things, its responsibility for the security of civil aviation, and within that context (for example) also for the purpose of the checking and coaching objectives that are of importance to the performance of the Agreement. This enumeration of situations in which EANV may process personal data of Supplier's Personnel is not exhaustive. At all times, EANV shall perform the processing of personal data as described above in accordance with the applicable legislation, including the EU General Data Protection Regulation ('GDPR'). Supplier shall comply with every request of EANV to provide personal data within the context of this Clause.
- 18.2 Supplier is aware of its legal duty and responsibility to inform its Personnel of the (possible) processing of personal data by EANV within the meaning of Clause 18.1 and shall, in accordance with its duty and responsibility, promptly inform its employees of this fact in writing. Insofar as necessary, EANV shall provide Supplier with the information that is required to inform those concerned.
- 18.3 EANV is the controller with respect to the processing of the personal data as set out in this Clause. Clauses 19.1 and 19.2 do not pertain to any processing for which Supplier itself is the controller, or to any processing in respect of which Supplier is processor and which does not relate to the processing by EANV as referred to in subsection 1 of this Clause.
- 18.4 For the execution of this Agreement and regarding the Services provided by Supplier, Supplier is the data processor within the meaning of the GDPR. For the processing of personal data the Data Processing Agreement applies.

Article 19 Contact persons

- 19.1 Parties have designated the following contact persons who shall maintain contact with regard to the performance of the Agreement:

On behalf of EANV:

Department

Name:

E-mail:

Telephone:

Department

Name:

E-mail:

Telephone:

On behalf of Supplier:

Department

Name:

E-mail:

Telephone:

Department

Name:

E-mail:

Telephone:

Article 20 Other conditions

- 20.1 This Agreement is governed by the laws of the Netherlands.
- 20.2 Any disputes arising from or in connection with this Agreement that are not solved by agreement, will be settled by the competent court in the district of Oost-Brabant, 's-Hertogenbosch.
- 20.3 The Parties shall not assign rights or duties under the Agreement to third parties without the prior written permission of the other party. EANV, or – subject to the provisions of this Clause – its legal successor or successive contract party, may, contrary to the provisions of the previous sentence, assign or delegate its rights and / or duties under this Agreement to a third party without the permission of Supplier, or a third party may succeed EANV, (1) if this entity is controlled by or otherwise affiliated to EANV or to the legal successors of EANV, or (2) in connection with a merger, reorganisation, transfer or transition of (part of the) company, or a change in the control or the ownership of EANV or its legal successors or successive contract parties.

Thus drawn up and signed singular,

For EANV:

Name: R.A.J. Hellemons
Position: Chief Executive Officer
Date:

Name: M.P.J. van den Bogaard
Position: Chief Operations Officer (COO)
Date:

Signature: _____

Signature: _____

For the Supplier:

Name:
Position:
Date:

Name:
Position:
Date:

Signature: _____

Signature: _____

Note: Appendices as included under Clause 2.4 shall be added separately to this Agreement