

# Standby Agreement concerning DMS functionality and related services from NEO NL

## The undersigned:

1. **Nucleaire Energie Organisatie Nederland B.V.**, a company incorporated under the laws of the Netherlands, having its registered office in The Hague at Carel van Bylandtlaan 5, 2596 HP The Hague, the Netherlands, registered with the Chamber of Commerce under number [99805480], duly represented by ..... in his/her capacity as ....., hereinafter referred to as: the **“Client”**;

and

2. **<full name and legal form of contractor>**, having its registered office in <place>, duly represented for the purposes hereof by <position> <name of signatory>, hereinafter referred to as: the **“Counterparty”**;

the Client and the Counterparty hereinafter jointly referred to as the **“Parties”** and individually as a **“Party”**.

## Whereas:

- a. in order to realise the nuclear energy ambitions of the Government of the Netherlands, it has been decided to establish a policy participation;
- b. to that end, the private limited liability company NEO NL B.V. has been incorporated;
- c. the Client, or at least NEO NL, is to be responsible for procuring the design, construction and realisation, maintenance, management and operation of nuclear power plants and nuclear reactors in the Netherlands, including for the benefit of the public interest in the energy supply in the Netherlands. The Client will also be tasked with the preparation of these activities;
- d. in the performance of its duties, the Client requires DMS functionality for its business operations, including related services, in connection with which the Client will enter into the Agreement with the Tenderer offering the best price-quality ratio.

## Course of the tender procedure

- e. in connection with the matters set out in recitals a. through d. above, the Client is conducting a tender procedure for the supply, implementation, support and maintenance of DMS functionality for its business operations, including related services, by means of a European open tender procedure;
- f. on <date>, a contract notice was dispatched by or on behalf of the Client to TenderNed, and that notice was published under number <S-number>;
- g. on <date>, the Client awarded the Contract to XXXXXXXXX;
- h. the Client ranked the Tender of the Counterparty as the second highest-ranked Tender and is entering into this standby agreement with the Counterparty. The Client is entitled to convert this standby agreement into an Agreement if, within a period of 9 (nine) months, the Client terminates the agreement awarded to the highest-ranked Tenderer;
- i. if the standby agreement is converted into an Agreement, the Agreement shall be concluded following verification and preparation of the Agreement, including the corresponding completed annexes.

## Agree as follows:

## 1. Definitions

A number of terms are used in this Standby Agreement with an initial capital letter. These terms shall have the meanings ascribed to them in the Terms and Conditions.

## 2. Subject matter of the Standby Agreement

### 2.1

This Standby Agreement shall enter into force upon signature by both Parties.

### 2.2

This Standby Agreement shall remain in force until <date>.

### 2.3

The terms and conditions of the Agreement concerning the supply of DMS functionality, including related services, shall apply to this Standby Agreement.

### 2.4

The Client shall be entitled to convert this Standby Agreement into an Agreement concerning the supply of DMS functionality, including related services, if, within a period of 9 (nine) months, the Client terminates the agreement awarded to the highest-ranked Tenderer in the present tender procedure.

### 2.5

The Counterparty has declared that it is willing and able to deliver and/or perform the Performance, as described in the Agreement, in accordance with its Tender if the Agreement with the successful Tenderer is terminated, and, in that context, shall keep its Tender open for a period of 9 (nine) months following the initial commencement of the Contract. At the Client's first request, the Counterparty shall enter into the Agreement with the Client without imposing any further conditions.

### 2.6

The Counterparty may not derive any rights from this Standby Agreement or from the circumstance that the Client decides not to enter into the Agreement with the Counterparty following termination of the original Agreement with the successful Tenderer. The Client shall not be liable to compensate the Counterparty for any loss or damage, on any legal ground whatsoever, in connection with this Standby Agreement.

## 3. Governing law

### 3.1

This Standby Agreement shall be governed by the laws of the Netherlands.

### 3.2

The competent court in The Hague shall have jurisdiction to hear all disputes between the Parties arising in connection with this Standby Agreement. This shall also apply to disputes relating to agreements resulting from or connected with this Standby Agreement, unless the relevant agreement expressly provides otherwise.

Thus agreed on <date> and signed by:

#### CLIENT

Name: <name>

Signature:

Date:

#### COUNTERPARTY

Name: <name>

Signature:

Date: