

Reserve contractor agreement Common Use

between
Eindhoven Airport N.V.
and

<Name of counterparty>

Contract number <enter>

Date: <enter>

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Parties:

- I. **[EANV]**, a private limited liability company incorporated under Dutch law, having its registered office in **[place]** and its principal place of business at **[street and house number]**, **[postcode]**, **[place]**, registered in the trade register of the Chamber of Commerce under number **[●]** ("**Client**");
- II. **[Tenderer]**, a private company with limited liability incorporated under Dutch law, having its registered office in **[place]** and its principal place of business at **[street and house number]**, **[postcode]**, **[place]**, registered in the trade register of the Chamber of Commerce under number **[●]** ("**Tenderer**");

Parties sub I. and II. hereinafter jointly (also) referred to as "**Parties**".

Considering:

- A. The Client has issued a (European) tender procedure for the purpose of **[Description of Contract]** (the "**Contract**") with **name/number [XX]** (the "**Tender**"), which has been carried out in accordance with the applicable guidelines and other tender documents (the "**Tender Documents**"). Tenderer has submitted a tender for this Tender (the "**Tender**").
- B. On **[date]**, the Client definitively awarded the Contract to **[winning tenderer]**.
- C. Based on the award result, Tenderer's Tender had the **[second highest]** number of points.
- D. The Client considers it desirable to enter into a reserve contractor agreement with Tenderer, in the event that the agreement with **[winning tenderer]** is terminated early. Tenderer, by making its Tender, has agreed to maintain its Tender for the duration and on the terms of this Reserve Contractor Agreement (the "**Agreement**").

Declare to have agreed as follows:

Article 1 Standstill period

- 1.1 This Agreement is entered into for a period of 6 **months**, commencing from **[awarding date]** and shall terminate by operation of law upon the expiry of such period.
- 1.2 Tenderer shall maintain its Tender for the duration of this Agreement.

Article 2 Option right conditions

- 2.1 The Client shall have an option right during the term of this Agreement which it may invoke in the event of early termination of the contract with **[winning tenderer]** in respect of the Contract.
- 2.2 The option right implies that the Client will award the Contract to the Tenderer, and the Client and the Tenderer will conclude an agreement for the execution of the Contract in accordance with the model prescribed for that purpose in the Tender Documents for the remaining duration and scope of the Contract, without prejudice to any prescribed extension options. Upon invoking the option right and entering into the agreement for the execution of the Contract, any indexation or price adjustment prescribed in the Tender Documents may be implemented.

Article 3 Compensation and payment

- 3.1 The Client shall not pay to the Tenderer a fee for standing the tender under the terms of this Agreement.

Article 4 Other provisions

- 4.1 The Tender Documents and conditions mentioned therein shall apply to this Agreement. Any (general) terms and conditions used by Tenderer are expressly declared inapplicable.
- 4.2 This Agreement and any disputes that may arise out of or in connection with it shall be governed by Dutch law.
- 4.3 In respect of all disputes related to or arising from this Agreement, the District Court of Amsterdam shall have exclusive jurisdiction.

Article 5 Disputes and applicable law

- 5.1 In case a Party is of the opinion that a dispute exists as a result of the Agreement, or further agreements that may result therefrom, or on the execution of the Work, it shall inform the other Party by means of a written communication. In the event of such written notice, the Parties shall make every effort to resolve the dispute within 14 (fourteen) days. If the Parties fail to reach a solution in time, the Parties shall settle the dispute by means of mediation as described in Article 5.2.
- 5.2 For the purpose of resolving any dispute that has arisen or may arise as a result of the Agreement, or further agreements resulting therefrom, the Parties or, as the case may be, the most diligent Party shall submit an application for mediation to the NAI Secretariat in accordance with the NAI Mediation Rules. If such an application does not lead to a comprehensive resolution of the dispute within  days to a complete resolution of the dispute by signing a settlement agreement as referred to in the NAI Mediation Rules, then the dispute, or at least that part thereof which has not been resolved in one of the aforementioned ways, shall be settled exclusively by the competent court in Amsterdam.
- 5.3 This Agreement is governed by Dutch law.

Thus drawn up and signed singular,

Eindhoven Airport N.V.

<Name contractor>

Name: name_internal_3
Function: title_internal_3
Date: sign_date_internal_3

Name: name_external_1
Function: title_external_1
Date: sign_date_external_1

sign_internal_3

sign_external_1

Name: name_internal_4
Function: title_internal_4
Date: sign_date_internal_4

Name: name_external_2
Function: title_external_2
Date: sign_date_external_2

sign_internal_4

sign_external_2
