

# Agreement for Products and Services



[Publicatiedatum]

regarding

## Common Use



Between  
Eindhoven Airport N.V.  
and  
<Name supplier>

Contract number <fill>  
Date: <fill>

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## Parties:

- I. **Eindhoven Airport N.V.**, a public limited company incorporated under the laws of the Netherlands, having its registered office and place of business at Luchthavenweg 13, 5657 EA Eindhoven the Netherlands, registered in the Trade Register of the Dutch Chamber of Commerce under number 17051407 ("**EANV**"); and
- II. **[Supplier]**, a [private company with limited liability] incorporated under the laws of [country], having its registered office and place of business at [street and house number], ([postcode]) [place], [country], registered in the Trade Register of the [Country] Chamber of Commerce under number [●] ("**Supplier**");

hereinafter jointly (also) referred to as "**Parties**" and each individually as "**Party**";

## Recitals:

- A. That EANV has a need to procure the delivery, implementation and support of a Common Use Passenger Processing System (CUPPS) (the "**Deliveries**");
- B. that Supplier is a specialist in the field of the Deliveries and can adequately advise EANV on the Deliveries so that Supplier is able to deliver the Deliveries to EANV at high quality;
- C. that EANV has held a **European tender with Tendered reference [●]** for the award of the Deliveries on the basis of the schedule of requirements with annexes (Annex 1) under application of the Procurement Act 2012 (*Aanbestedingswet 2012*) ("**Aw**") and the Utilities Procurement Regulation 2016 (*Aanbestedingsreglement Nutssectoren 2016*) ("**ARN 2016**");
- D. that Supplier can meet EANV's needs and requirements, and that the Parties wish to enter into this Agreement to set out the terms and conditions for the Deliveries (the "**Agreement**");
- E. that the Parties will demonstrate, in attitude and behaviour, *inter alia* that:
  1. they are mindful of the objectives and legitimate interests of each other in relation to the Deliveries;
  2. they will act in a flexible, proactive and transparent manner;
  3. they are focused on good cooperation;
  4. they do not shy away from discussion points, make efforts to address them in a timely manner and discuss them in a solution-oriented manner;
  5. they discuss their own mistakes in a proactive and timely manner; and
  6. they seek solutions to their own errors as well as to errors of others involved in the Deliveries in a proactive, timely and reciprocal manner.

## Have agreed as follows:

### Article 1 Definitions

- 1.1 Capitalised terms not defined in this Agreement shall have the meaning ascribed to them in the General Purchase Conditions and Special Provisions.
- 1.2 In addition, the terms below have the following meanings:

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| <b>Agreement</b> | This Agreement                                                                  |
| <b>ARN 2016</b>  | Procurement regulation 2016 ( <i>Aanbestedingsreglement Nutssectoren 2016</i> ) |

|                                    |                                                                      |
|------------------------------------|----------------------------------------------------------------------|
| <b>Aw</b>                          | Procurement Act 2012 ( <i>Aanbestedingswet 2012</i> )                |
| <b>Deliveries</b>                  | Deliveries and services as defined in recital A, Annex 1 and Annex 4 |
| <b>Delivery Date</b>               | As defined in article 5                                              |
| <b>Exit-Plan</b>                   | The plan referred to in article 0                                    |
| <b>General Purchase Conditions</b> | The General Purchase Conditions as referred to in article 0          |
| <b>KPI</b>                         | The key performance indicators as detailed in article 8              |
| <b>Special Provisions</b>          | The Special Provisions as referred to in article 0                   |

## Article 2 Conditions

- 2.1 Supplier shall deliver the Deliveries to EANV in accordance with this Agreement, including all annexes.
- 2.2 EANV's General Purchase Conditions IT & Systems (Annex 3) ("**General Purchase Conditions**") apply to the Agreement. Supplier's general terms and conditions are expressly rejected even if they are declared applicable in a Quotation, specification, invoice or other document. The following special provisions of the General Purchase Conditions (Annex 2) ("**Special Provisions**") also apply to the Agreement:
- Special Provisions Hardware;
  - Special Provisions Professional Services;
  - Special Provisions SaaS; and
  - Special Provisions Software.
- 2.3 The following order of precedence shall apply to the Agreement, with the earlier document taking precedence over the later:
- the Agreement, including annexes except the Supplier's Tender;
  - the Special Provisions;
  - the General Purchase Conditions; and
  - the Supplier's Tender.
- 2.4 In performing the Agreement, the parties shall comply with the Supplier Code and Code of Conduct of Eindhoven Airport, which can be found here: [Terms and conditions for suppliers | Eindhoven Airport](#).
- 2.5 The Agreement is the only record of what the Parties have agreed in relation to the Deliveries and supersedes all previous agreements and orders, if any. Supplier declares that it has received a copy of all the documents referred to in the Agreement.
- 2.6 The Agreement may be amended only by an addendum signed by authorised representatives of both Parties.

## Article 3 Term

- 3.1 This Agreement shall enter into force on 1 January 2027 and shall terminate by operation of law on 31 December 2031. EANV is entitled to unilaterally extend this Agreement, on the same terms and conditions, for periods of 1 year, with a maximum of 3 extensions. EANV shall inform Supplier of its intention to extend the Agreement no later than one month before the end of the term.

## Article 4 Supplier obligations

- 4.5 In addition to the provisions of the General Purchase Conditions, Supplier shall deliver the Deliveries in a timely and proper manner. All dates, delivery schedules and other deadlines set out in the Agreement and its appendices shall apply as strict deadlines (*fatale termijnen*).
- 4.6 If the Deliveries require a permit, approval or exemption from a public authority, Supplier shall at its own expense and risk ensure the timely application therefore and obtaining thereof. Supplier warrants that the Deliveries are delivered in accordance with applicable laws and regulations, permits, approvals and exemptions.

## Article 5 Deliveries

- 5.1 Supplier shall deliver the Deliveries consisting of products and services to EANV ("**Delivery Date**") in accordance with the following project milestones, Annex 1 and Annex 4:

Deployment of a single test unit by 01 March 2027  
Acceptance and go-live by 01 June 2027  
Full operational use upon airport re-opening (19 July 2027)

- 5.2 If Supplier fails to meet a Delivery Date, delivery schedule, milestone or other deadline referred to in this Agreement, EANV shall be entitled, but not obligated, to impose a penalty of 1% of the total one-off fees for the relevant Deliveries for each commenced week of delay, with a maximum of 10% of such fees. Examples of delay include, without limitation, late delivery of hardware or software, late completion of installation or configuration activities, late completion of testing, acceptance, migration or commissioning activities, late availability of required documentation, certificates, licences or interfaces, and late resolution of defects or incidents that prevent timely acceptance or operational use. The penalty is payable without any notice of default being required and without prejudice to EANV's right to claim performance, damages, termination, rescission or any other rights and remedies available under the Agreement or applicable law. EANV may set off any penalty owed by Supplier against amounts payable to Supplier.

## Article 6 Fees and payment

- 6.1 EANV pays the fees described in Annex 5 for the Deliveries.
- 6.2 In addition to Article 5 General Purchase Conditions, Supplier must send the invoice for the Agreement in digital form to [invoices@eindhovenairport.nl](mailto:invoices@eindhovenairport.nl). The invoice must state:
- the order number of the purchase order;
  - the total amount;
  - VAT payable;
  - the number of Deliveries at the applicable rate;
  - the number of hours spent and the time period (in case of secondment, hiring or Professional Services);
- 6.3 Supplier must state on a credit invoice to which invoice it relates and what is to be credited or corrected.
- 6.4 If EANV disputes an invoice, the Parties shall consult on the matter. After the Parties have reached agreement on the content of the invoice, Supplier may submit a new invoice to EANV.
- 6.5 EANV may have the invoices submitted by Supplier checked for substantive accuracies by an independent auditor. Supplier shall allow the auditor access to all requested records and information. The audit will be confidential and limited to verification of the invoices. The auditor will provide its report to the Parties. The costs of the audit shall be borne by EANV, unless the audit shows that the invoice was wholly or partly incorrect.

- 6.6 Supplier must submit an invoice to EANV no later than 4 months after the Delivery Date. If Supplier submits an invoice after this date, EANV may apply a discount of 5% to this invoice. This provision does not affect article 5.7 General Purchase Conditions.
- 6.7 Supplier may index the rates as set out in Annex 5 or in the Agreement annually, but only after the first year of the term of this agreement, with a maximum of the percentage of the index for Business Services, 2015=100, turnover development index compared to a year earlier (*Zakelijke dienstverlening (M-N) 2015=100, index omzetontwikkeling t.o.v. een jaar eerder*)), published in the second quarter of the previous year by Statistics Netherlands (*Centraal Bureau voor de Statistiek*), in any event with a maximum of 5%. The Supplier must inform EANV ultimately on 1 September whether it wishes to index the rates for the coming year and with what percentage. If the Supplier fails to do so, the Supplier is not entitled to index the rates for the coming year.

## Article 7 Spare parts

- 7.1 Supplier guarantees to be able to continue to deliver all (spare) parts of the Deliveries: (i) as long as the Agreement is in force; (ii) as long as the warranty period in relation to the products is still valid; and (iii) at the initially agreed price or at a price indexed only for inflation in accordance with the Agreement, unless the (spare) parts have decreased in price in which case Supplier may only charge the then current market price.
- 7.2 If a (spare) part can no longer be delivered by Supplier or a subcontractor, Supplier shall offer an alternative with at least the same functionalities, quality requirements and characteristics as the initial (spare) part. This means that the (spare) part must be interchangeable in terms of form, fit and function.
- 7.3 For delivering an alternative (spare) part, Supplier will not charge any costs other than the agreed rate of the initial (spare) part, subject to the provisions of Article 7.2.

## Article 8 Reports and KPI

- 8.1 Supplier shall provide periodic reports as described in Annex 6.
- 8.2 EANV periodically assesses Supplier for meeting the key performance indicators ("KPI") as stipulated in Annex 7. Supplier is responsible for achieving the requirements of each KPI.
- 8.3 If Supplier fails to meet any service level, KPI, availability requirement, response time, resolution time, reporting obligation or other service performance requirement set out in Annex 1, Annex 4 or Annex 7, EANV shall be entitled, but not obligated, to impose a penalty calculated on the monthly recurring fees for the affected Deliveries. The penalty shall be 5% for the first calendar month in which such failure occurs, 10% for the second consecutive calendar month in which the same or a substantially similar failure occurs, and 15% for the third and each subsequent consecutive calendar month in which the same or a substantially similar failure occurs. Notwithstanding any other provision of this Agreement, the aggregate amount of contractual penalties that may be imposed on the Supplier during any contract year shall not exceed 15% of the annual contract value. Examples of SLA failures include, without limitation, failure to meet agreed availability percentages, response times, resolution times, incident handling requirements, maintenance windows, reporting deadlines, release procedures, or agreed service continuity obligations. The penalty is payable without any notice of default being required and without prejudice to EANV's right to claim performance, damages, termination, rescission or any other rights and remedies available under the Agreement or applicable law. EANV may set off any penalty owed by Supplier against amounts payable to Supplier.

## Article 9 Privacy and security

- 9.1 This Agreement is subject to the Data Processing Agreement as attached in Annex 8
- 9.2 This Agreement is subject to the Security Annex as attached in Annex 9.
- 9.3 EANV may process personal data of Supplier's Personnel in the performance of the Agreement in the role of data controller. Such processing shall be subject to [EANV's privacy statement](#), as amended by EANV from time to time.

## Article 10 Governance

- 10.1 The Parties appoint the persons listed in Annex 10 as contact persons on behalf of the Parties in relation to the Agreement. The Parties will only approach each other's contact persons on matters relating to the Agreement. A Party may change a contact person by giving written notice to the other Party.
- 10.2 The Parties will adopt the following governance model: Parties will review the Agreement once a year.
- 10.3 The Parties will adopt the following escalation regime in relation to the Agreement:

|                        | EANV                                      | Supplier                                                                           |
|------------------------|-------------------------------------------|------------------------------------------------------------------------------------|
| First point of contact | Product owner Airport & Passenger Systems | Contacts Annex 10                                                                  |
| Escalation             | Head of Digital & IT                      |  |
| Highest escalation     | COO                                       |  |

## Article 11 Exit

- 11.1 The Parties have prepared an exit plan for the transfer of Supplier's Deliveries to another supplier in the event of termination or dissolution of the Agreement, with the aim of ensuring continuity of the provision of the Deliveries to EANV, as attached in Annex 11 (the "**Exit Plan**").
- 11.2 Supplier will deliver the work under the Exit Plan based on the fees as included in the Exit Plan.
- 11.3 If Supplier fails to comply with the Exit Plan: (i) EANV does not have to pay the costs described in the Exit Plan; and (ii) EANV may pass on to Supplier the costs incurred by EANV to manage the transition.
- 11.4 Supplier will update the Exit Plan annually in consultation with EANV, unless EANV indicates that an update is not necessary.

## Article 12 Deviations from general purchase conditions

- 12.1 The Parties have agreed the following variations to the General Purchase Conditions IT & Systems – General Provisions (Annex 2):

|                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Article 16.1 shall not apply.                                                                                                                                                                                                                       |
| Pursuant to Article 18.2, the Parties agree that the Supplier's liability as referred to in Article 18.1 of the General Purchase Conditions is limited to an amount of EUR 250.000 per event, with a maximum of EUR 1.000.000 per calendar year.    |
| Article 18.9 shall be replaced by the following Article:<br>The indemnification obligations set out in this Agreement, including those under Article 18.6, shall be subject to the financial liability caps set out in Article 12 of the Agreement. |

Article 20.1 shall be replaced by the following Article:

The Supplier shall implement appropriate technical and organizational measures aligned with the current best practices, the risks associated with the agreed services, applicable laws and regulations, and relevant standards such as ISO/IEC 27001, IEC 62443, ISAE 3402/SOC2 type 2 or equivalent industry standards throughout the duration of the Agreement. A copy of the statements relevant to the services provided will be shared with EANV. The Supplier shall periodically monitor the effectiveness of these measures throughout the duration of the Agreement, adjust them when necessary, and shall demonstrate compliance upon EANV's request.

In addition to Article 21, the following Article 21.8 shall apply:

21.8 The Parties shall not upload, enter, process, or otherwise make available, in whole or in part, any confidential business information as referred to in Article 21.1 into artificial intelligence applications or comparable systems (including, but not limited to, ChatGPT, Copilot, Gemini, Claude, Perplexity, Midjourney, and GitHub Copilot). This prohibition applies irrespective of any statements made by the relevant Party or by the provider of such application that the data (i) will not be shared with third parties, (ii) will not be used for training purposes, or (iii) are protected by technical or contractual safeguards. Any deviation from this prohibition is permitted only if the other Party has given its prior express written consent.

12.2 The Parties have agreed the following variations to the General Purchase Conditions IT & Systems – Special Provisions (Annex 3):

*Special Provisions Hardware*

Article 3.1 shall be replaced by the following Article:

The Supplier grants EANV a non-exclusive, non-transferable Right of Use to the Software limited to the term of the Agreement in accordance with the Agreement, the General Provisions and the Special Provisions Software.

Article 3.3 shall be replaced by the following Article:

The Right of Use is non-exclusive and only transferable to third parties with the consent of the Supplier.

*Special Provisions SaaS*

Article 7 (Escrow) shall not be applicable.

Article 3.1 shall be replaced by the following Article:

The Supplier grants EANV for the duration of the Agreement a worldwide, non-exclusive Right of Use in accordance with the Agreement, the General Provisions and the Special Provisions SaaS.

*Special Provisions Software*

Article 10 (Escrow) shall not be applicable.

Thus agreed and signed.

**Eindhoven Airport N.V.**

Name:

Function:

Date:

**Name supplier**

Name:

Function:

Date:

---

Name:  
Function:  
Date:

---

---

Name:  
Function:  
Date:

---

## Annex 1 – Procurement documentation

### [Procurement documentation including:

- Information Memorandum 2
- Information Memorandum 1
- Tendering Guide including attachments (latest version)]

## Annex 2 – Special provisions

Annex 2a - EANV\_General\_Purchase\_Conditions\_IT\_Systems\_-\_Special\_Provisions\_Hardware.pdf

Annex 2b - EANV\_General\_Purchase\_Conditions\_IT\_Systems\_-\_Special\_Provisions\_Professional\_Services.pdf

Annex 2c - EANV\_General\_Purchase\_Conditions\_IT\_Systems\_-\_Special\_Provisions\_SaaS.pdf

Annex 2d - EANV\_General\_Purchase\_Conditions\_IT\_Systems\_-\_Special\_Provisions\_Software.pdf

## Annex 3 – General Purchase Conditions

Annex 3 - EANV\_General\_Purchase\_Conditions\_IT\_Systems\_-\_General\_Provisions.pdf

## Annex 4 – Supplier's Tender

### [Supplier's Tender including:

- Solution design and implementation plan
- Service level Agreement
- Cyber Security plan
- Pricing sheet]

## Annex 5 – Fees

### **Rates and prices**

[Insert from Participant's Tender]

### **Other arrangements**

#### **All-in prices / rates**

All fees paid by EANV include costs for equipment, materials, travel and accommodation, order and shipping costs and any other possible costs of Supplier, unless the Agreement explicitly provides otherwise.

#### **Payment schedule**

##### **One-off costs:**

- a) 20% on contract signing
- b) 40% after hardware delivery
- c) 30% after acceptance and go-live
- d) 10% after 2 weeks without P1 or P2 incidents after airport re-opening (19 July 2027)

##### **Recurring costs:**

Recurring costs, including subscription and licensing fees, shall apply from the date the system is accepted or first put into operational use and shall be invoiced annually in advance.

## Annex 6 – Reports

### **Frequency**

Supplier will prepare and share a report with EANV every month. If EANV requires interim reports or a different frequency this will be agreed in consultation with Supplier.

### **Format**

Supplier delivers the reports in PDF format.

### **Form**

Supplier sends the reports by email to the EANV contact persons listed in Annex 10.

### **Content**

Supplier reports: Purchase, rates and deliveries (including delivery times and an overview of on-time, late and incorrect deliveries) of the purchased Deliveries in the previous period (see frequency), and the performance based on the KPIs.

### **Delivery of information EANV**

If Supplier requires information from EANV for the preparation of a report, Supplier shall let EANV know and EANV shall deliver the required and desired information as soon as possible.

## Annex 7 – KPIs

[Insert from Participant's Tender and SLA]

## Annex 8 – Data Processing Agreement

Annex 8 - Data Processing Agreement.docx

## Annex 9 – Security Annex

Annex 9 - Security\_Annex.pdf

## Annex 10 – Contacts

| On behalf of EANV |          |            |       |       |
|-------------------|----------|------------|-------|-------|
| Name              | Function | Department | Email | Phone |
| tbd               |          |            |       |       |
|                   |          |            |       |       |
|                   |          |            |       |       |
|                   |          |            |       |       |

| On behalf of Supplier |          |            |       |       |
|-----------------------|----------|------------|-------|-------|
| Name                  | Function | Department | Email | Phone |
| tbd                   |          |            |       |       |
|                       |          |            |       |       |
|                       |          |            |       |       |
|                       |          |            |       |       |

## Annex 11 – Exit-Plan

### 1. Purpose

This Exit Plan applies if the Agreement ends or is terminated and EANV decides to stop using Supplier's CUPPS services. The purpose is not to continue the services, but to ensure an orderly wind-down, safe return of control over EANV-owned assets, proper removal of Supplier dependencies, and protection of EANV's operational, security and data interests.

### 2. Exit principles

Supplier shall fully cooperate with EANV and any replacement supplier designated by EANV. Supplier shall not obstruct, delay or make conditional the decommissioning of its services, the handover of EANV-owned hardware, or the provision of information reasonably required for transition, audit, security or continuity purposes. Supplier shall perform all exit activities in a controlled, secure and documented manner.

### 3. Activation

EANV may activate this Exit Plan upon expiry, termination, rescission or non-renewal of the Agreement, or whenever EANV reasonably requires exit support in relation to the CUPPS environment. Upon activation, Supplier shall appoint an exit contact person within five Working Days and shall provide a concise exit plan and timetable within ten Working Days. Supplier shall perform exit activities in accordance with the timetable approved by EANV and shall meet all agreed milestones.

### 4. Scope of exit activities

The exit activities shall include at least: (i) controlled termination of the CUPPS services; (ii) identification and handover of all EANV-owned hardware; (iii) clarification of any operating system licences, embedded licences, certificates or other rights attached to such hardware; (iv) removal or deactivation of Supplier-controlled software, access rights, accounts, certificates, monitoring agents and remote access tools where requested by EANV; (v) provision of relevant technical and operational documentation; and (vi) return, export or secure deletion of EANV data.

### 5. Hardware and licenses

Supplier shall provide an up-to-date inventory of all hardware used for the CUPPS environment, clearly distinguishing between EANV-owned hardware, Supplier-owned hardware and third-party assets. For EANV-owned hardware, Supplier shall confirm the location, configuration, serial numbers, warranty status, installed operating system, licence position and any dependencies or restrictions affecting EANV's continued use, redeployment, disposal or transfer of the hardware.

Supplier shall not remove, disable, erase, encrypt, lock, downgrade or otherwise alter EANV-owned hardware without EANV's prior written approval. Where Supplier-owned software, tools or configurations must be removed, Supplier shall do so in consultation with EANV and shall leave the hardware in a stable, documented and usable state, unless EANV instructs otherwise.

### 6. Documentation and handover information

Supplier shall provide all information reasonably required for exit, audit and transition purposes, including: asset inventory, hardware configuration, operating system and licence information, network and interface documentation, account and access overview, certificate overview, installed software overview, known issues, open incidents, service history, configuration exports where available, and any information needed by EANV or a replacement supplier to safely disconnect, remove, replace or reuse the environment.

### 7. Data, access and security

Supplier shall return or export EANV data in a commonly used format where applicable and shall securely delete any remaining EANV data after EANV has confirmed that the export or return is complete. Supplier shall provide written confirmation of deletion, except where retention is legally required. Supplier shall revoke all Supplier and subcontractor access to EANV systems, premises, environments and data after completion of the exit, unless EANV expressly agrees otherwise in writing.

### 8. Cooperation with replacement supplier

If EANV appoints a replacement supplier, Supplier shall provide reasonable cooperation, including clarification sessions, technical Q&A, documentation walkthroughs and controlled handover of relevant information. Supplier shall not be required to provide continuing CUPPS services after the effective end date, unless expressly agreed, but shall provide reasonable exit support required to complete the wind-down and handover.

#### **9. Costs**

Supplier may only charge exit costs if and to the extent expressly agreed in the Agreement, or an exit timetable approved by EANV. Supplier may not charge separately for providing inventories, documentation, data return or deletion confirmation, access revocation, or cooperation that is reasonably necessary to comply with this Exit Plan.

#### **10. Completion**

The exit is completed only after EANV has confirmed in writing that the required assets, information, data confirmations, access revocations and other exit deliverables have been received and accepted. Obligations concerning confidentiality, data protection, security, auditability, intellectual property, liability and indemnities continue to apply after completion of the exit.

#### **11. Verification and audit**

1. EANV shall be entitled, itself or through an independent third party bound by confidentiality obligations, to verify Supplier's compliance with this Exit Plan. Upon request, Supplier shall provide reasonable cooperation and access to relevant records, inventories, logs, deletion confirmations, asset registers and other information reasonably required to demonstrate completion of the exit activities.
2. EANV may verify, among other things, the handover of assets, the return or deletion of data, the revocation of access rights, and the removal or deactivation of Supplier-controlled software, accounts, certificates and remote access tools. Where reasonably required, Supplier shall promptly remedy any deficiencies identified during such verification at no additional cost to EANV.
3. Completion of the exit shall not limit EANV's right to verify compliance with Supplier's exit obligations for a period of twelve (12) months after completion.

## Annex 12 – Access Policy

Annex 12 – Access Policy.pdf