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# NPO General Terms and Conditions for Public Service Contracts 2018

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## I. GENERAL

### Article 1 Definitions

The following terms are written with initial capitals in these general terms and conditions and are defined as follows:

- 1.1. *Professional Errors*: shortcomings such as mistakes, acts of carelessness, negligence, omissions and erroneous advice, which a competent and conscientious contractor would, in the given circumstances and assuming a normal degree of attention, competence and professionalism, not commit;
- 1.2. *Schedule*: a document attached to the Contract which, when initialled by both Parties, forms an integral part of the Contract;
- 1.3. *Services*: the work the Contractor is to perform for the Contracting Authority under the terms of the Contract;
- 1.4. *Contracting Authority's Staff*: the members of staff and/or assistants used by the Contracting Authority during the performance of the Contract;
- 1.5. *Contractor's Staff*: the members of staff and/or assistants used by the Contractor for the purpose of performing the Contract for whom the Contractor is responsible under the terms of the Contract;
- 1.6. *Contracting Authority*: the Dutch Public Broadcasting Authority, Stichting Nederlandse Publieke Omroep (NPO);
- 1.7. *Contractor*: the counterparty of the Contracting Authority;
- 1.8. *Contract*: the written agreement between the Contracting Authority and the Contractor to which the Terms and Conditions are declared to apply;
- 1.9. *Party*: the Contracting Authority or Contractor, depending on the context;
- 1.10. *Terms and Conditions*: these general terms and conditions, which apply to and form an integral part of the Contract.
- 1.11. *Working Day*: calendar day, except weekends and generally recognised public holidays within the meaning of section 3, subsection 1 of the General Extension of Time Limits Act.

### Article 2. Application

- 2.1. Amendments or additions to the Contract or derogations from the Terms and Conditions (or parts of them) are binding only if they have been explicitly agreed in writing by the Parties.
- 2.2. In the event of inconsistency between the Dutch text of these Terms and Conditions and

translations of them, the Dutch text prevails.

## **II. PERFORMANCE OF THE CONTRACT**

### **Article 3. Guarantees given by the Contractor**

- 3.1. The Contractor guarantees that the Services to be provided by it or on its behalf meet the requirements laid down in the Contract.
- 3.2. The Contractor guarantees that the Services to be provided by it or on its behalf will be performed in a professional manner.

### **Article 4. Assessment and acceptance**

- 4.1 The Contracting Authority will assess the results of the Services within 30 days of the date of their delivery. If it decides that the results are satisfactory, it will notify the Contractor that they have been accepted.
- 4.2 If the Contracting Authority decides that the results of the Services are unsatisfactory, it will notify the Contractor that they have not been accepted.
- 4.3 The Contracting Authority may have the results of the Services assessed by third parties.
- 4.4 If the Contracting Authority has not notified the Contractor within 30 days of the date of delivery of the Services, it will be deemed to have accepted the results.
- 4.5 The Contracting Authority is not obliged to make any payment to the Contractor until the results have been accepted.

### **Article 5. Place and time of performance**

The Services will be performed at the time and place stated in the Contract.

### **Article 6. Replacement of staff responsible for performing the Services**

- 6.1 The Contractor may temporarily or permanently replace staff who are responsible for performing the Services only by way of exception and with the prior consent of the Contracting Authority. The Contracting Authority will not withhold its consent without good reason and may attach conditions to its consent. The fees charged for the staff originally deployed may not be raised if they are replaced.
- 6.2 If the Contracting Authority wishes to replace staff who are responsible for performing the Services, because it feels that this is either necessary or desirable for the proper performance of the Contract, the Contractor will comply with the Contracting Authority's request. The fee charged for replacement staff will not be any higher than that laid down in the Contract for the staff replaced.
- 6.3 If staff responsible for performing the Contract are replaced, the expertise, qualifications and experience of the replacement staff deployed by the Contractor must be at least equal to those of the original staff or must meet the criteria agreed by the Parties in this regard.

## **Article 7. Use of Contracting Authority's property**

The Parties may agree that, in performing the Services, the Contractor may make use of property belonging to the Contracting Authority, which the Contracting Authority has lent to the Contractor for this purpose. The Contracting Authority may attach conditions to the loan of this property.

## **Article 8. Subcontracting**

- 8.1 In performing the Contract, the Contractor may make use of third-party services only after it has obtained the Contracting Authority's consent. The Contracting Authority will not withhold its consent without good reason. It may attach conditions to its consent.
- 8.2 The fact that the Contracting Authority has given its consent does not affect the Contractor's own responsibility and liability for discharging the obligations imposed on it under the Contract, and for discharging the obligations imposed on it as an employer under tax and social insurance law.

## **III. RELATIONSHIP BETWEEN PARTIES AND SUPERVISION**

### **Article 9. Progress reports**

The Contractor will report to the Contracting Authority on the progress of the work as often as and in a manner as the Contract prescribes, or as the Contracting Authority deems fit.

### **Article 10. Contacts**

- 10.1 Each Party will designate a contact who will be responsible for maintaining contacts in relation to the performance of the Contract. The Parties will notify each other of the person they have appointed as their contact.
- 10.2 The contacts may represent and bind the Parties only as regards the performance of the Contract. They may not amend the Contract.

### **Article 11. Supervisory/steering committee**

The Contract may provide for the formation of a supervisory or steering committee whose duties, powers and composition may be laid down in the Contract.

### **Article 12. Method of notification**

- 12.1 Notifications given by one Party to the other, including undertakings and further agreements, that are relevant to the performance of the Contract are binding on the Parties only if they are given or confirmed in writing by an authorised person.
- 12.2 'In writing' is understood to include 'electronically', provided:
- a. the notification can be consulted by the addressee;
  - b. the authenticity of the notification is sufficiently guaranteed; and
  - c. the identity of the sender can be determined with sufficient certainty.

### **Article 13. Confidentiality**

- 13.1 The Contractor will not divulge in any way any information that comes to its knowledge in performing the Contract and which it knows or may reasonably be assumed to know is confidential, except in so far as it is compelled to divulge such information under a statutory regulation or court ruling.
- 13.2 The Contractor will impose the same duty of confidentiality on its own Staff and guarantees that they will fulfil it.
- 13.3 The Contractor will not divulge to third parties in any way the results of the Services performed or provide any information on the results to third parties without the Contracting Authority's express consent. The Contracting Authority may attach conditions to such consent.
- 13.4 After termination of the Contract, the Contractor must hand over to the Contracting Authority without delay, at the Contracting Authority's first request, information that the Contractor has in its possession for the purpose of performing the Contract, with the exception of information that the Contractor is required to have in its possession on the basis of legislation and/or generally accepted professional rules applicable to the Contractor.
- 13.5 If the Contractor breaches its duty of confidentiality, the Contracting Authority may impose a penalty, as laid down in the Contract. Payment of a penalty that is payable immediately does not discharge the Contractor from its liability for indemnifying any damage caused by the breach.

### **Artikel 14. Processing of Personal Data**

- 14.1. If the Contractor processes personal data within the framework of the performance of the Agreement for the Contracting Authority, the Parties will regulate the processing of the personal data by the Contractor for the Contracting Authority in a separate personal data processing contract, as referred to in Article 28, third paragraph, of the General Data Protection Regulation.
- 14.2. In so far as the Contractor processes, as a processor within the meaning of the General Data Protection Regulation, personal data for the Contracting Authority in the framework of the implementation of the Personal Data Agreement, the Contractor guarantees the application of appropriate technical and organisational measures, so that the processing meets the requirements of the General Data Protection Regulation and the protection of the data subjects is ensured. The Contractor will process personal data only for and on the basis of written instructions from the Contracting Authority, barring statutory rules to the contrary.

### **Article 15. Security**

- 15.1 The Contractor will instruct the Contractor's Staff involved in the performance of the work, in so far as the work is performed on the Contracting Authority's premises, to comply with the Contracting Authority's security procedures and other rules. The Contracting Authority will inform the Contractor in good time about these procedures and rules.
- 15.2 The Contracting Authority may require the Contractor to provide certificates of conduct for the Contractor's Staff, at least three Working Days before work begins on the Contracting Authority's premises.
- 15.3 The Contracting Authority may carry out security checks on members of the Contractor's Staff, in accordance with the rules usually applied by the Contracting Authority. The Contractor will

lend its full cooperation to such checks. The Contracting Authority may, on the basis of the results of a security check, refuse to allow

#### **IV. FINANCIAL PROVISIONS**

##### **Article 16. Payment and upward and downward contract variations**

- 16.1 The Contracting Authority will pay for the costs actually incurred and the hours actually worked by the Contractor, unless a fixed fee has been agreed in the Contract.
- 16.2 Should any additional requirements stipulated by the Contracting Authority, any new information that is brought to the notice of the Contracting Authority or any changes to the statutory regulations applicable to the work in question lead to the work performed by the Contractor under the Contract becoming demonstrably more demanding or extensive, this additional work constitutes an upward contract variation for which the Contractor may charge a fee. Additional work or new information which the Contractor could have foreseen when the Contract was signed is not regarded as constituting an upward contract variation. If a Party regards a particular request as constituting an upward contract variation, it will notify the other Party thereof as quickly as possible.
- 16.3 The Contractor will not start any additional work that constitutes an upward contract variation until it has received a written order to this effect from the Contracting Authority. In order to obtain such an order, the Contractor will issue a written quotation specifying the amount of additional work that is to be performed, its duration and cost. Any additional work performed by the Contractor will be subject to the provisions of the Contract, including those on fees and discounts, where relevant, in so far as these have not been amended by the Contracting Authority's written order. When submitting a quotation, the Contractor may not impose terms and conditions that are either more detailed or more stringent than the original Terms and Conditions, unless it does so with the Contracting Authority's consent.
- 16.4 The Contractor will always accept and carry out an order for additional work representing up to a maximum of 10% of the original Contract value. Such an order for additional work is subject to the provisions of the Contract.
- 16.5 Should any new information that is brought to the notice of the Contracting Authority or any changes to the statutory regulations applicable to the work in question lead to the work performed by the Contractor under the Contract becoming demonstrably less demanding or extensive, this constitutes a downward contract variation for which the Contracting Authority is entitled to a discount. If a Party regards a particular change as constituting a downward contract variation, it will notify the other Party thereof in writing as quickly as possible. If a fixed fee has been agreed, the Parties will consult to agree on the value of the discount, which will be deducted from the agreed fee.

##### **Article 17. Invoicing**

- 17.1 The Contractor will send the invoice electronically so that the Contracting Authority can receive and process it electronically, in accordance with the specifications issued by the Contracting Authority.
- 17.2 The Contractor will send invoices to the Contracting Authority. Each invoice will state the date and number of the Contract and the relevant VAT charge. If applicable under article 4, the Contractor will enclose a copy of the notice of acceptance with the invoice, together with any other information requested by the Contracting Authority.

- 17.3 If it has been agreed that the invoice will be based on the actual amount of time spent as calculated after the completion of the Contract, the Contractor will compile an itemised invoice in a format which the Contracting Authority is free to specify. The Contractor's invoice will state the number of days and hours actually and necessarily spent on the Contract, as well as the relevant dates, and will also contain a brief description of the work performed, and of any travel and accommodation expenses if these are not included in the daily or hourly rates under the Contract.
- 17.4 The Contractor will present separate invoices for any upward contract variations after the additional work in question has been completed and accepted by the Contracting Authority. The invoices will explicitly state the nature and amount of the additional

#### **Article 18. Payment and invoice audits**

- 18.1 The Contracting Authority will pay the Contractor the amount owing under the Contract no later than 30 days of receiving the relevant invoice, provided it satisfies the provisions of the Contract.
- 18.2 If the Contracting Authority fails without good reason to pay an invoice within the time limit stipulated in article 18.1, it will automatically be liable to pay:
- a. compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and
  - b. statutory interest as referred to in article 6:119b, paragraph 1 of the Dutch Civil Code.
- The compensation and interest will be payable on demand.
- 18.3 The Contracting Authority may instruct an accountant designated by the Contracting Authority, as referred to in article 2:393, paragraph 1 of the Dutch Civil Code, to audit the invoices submitted by the Contractor to determine their accuracy. The Contractor will allow the accountant to inspect its books and documents, and will supply him with any information he requests. This audit is confidential and does not involve any more than is necessary to check the invoices. The accountant will report as quickly as possible to both Parties. The Contracting Authority will pay the cost of the accountant's audit, unless the latter's work reveals that the invoices in question are not accurate or complete, in which case the Contractor will be liable for the cost of the inspection.
- 18.4 The Contracting Authority may defer payment of an invoice or a portion thereof, about which the Parties have failed to reach agreement, for the duration of the accountant's audit. The Contracting Authority will exercise this right only if it has reasonable doubts about the accuracy of the invoice in question.
- 18.5 The Contractor is not entitled to suspend or terminate its work on account of the Contracting Authority's failure to pay an invoice within the stipulated time limit, or if the Contracting Authority does not pay an invoice because it suspects that the invoice is inaccurate or because the Services have not been properly performed.

#### **Article 19. Advance**

- 19.1 If the Contracting Authority, for the purpose of performing the Contract, makes one or more payments for Services that have not yet been rendered, it may require the Contractor to issue the Contracting Authority with an on-demand bank guarantee prior to making the payment(s)

in question, to the value of the payment(s) in question. The Contracting Authority will not be required to pay any of the cost of the guarantee.

- 19.2 If the Contracting Authority does not accept certain Services within the stipulated time limit as a result of a failure that is attributable to the Contractor, the Contractor is liable to pay statutory interest on the advance for as long as the failure persists.
- 19.3 The on-demand bank guarantee will be issued by a bank approved by the Contracting Authority, in accordance with the model enclosed with these Terms and Conditions (see Annexe 1).

## V. NON-PERFORMANCE

### Article 20. Potential delays

- 20.1 If there is any risk of the performance of the Services being delayed, the Contractor will immediately notify the Contracting Authority, explaining the reasons for and the consequences of the potential delay. The Contractor will also propose measures to avoid further delay.
- 20.2 Within 14 days of receiving the notification referred to in the preceding paragraph, the Contracting Authority will notify the Contractor whether or not it agrees with the proposed measures and the consequences described by the Contractor. Agreement does not imply any acceptance by the Contracting Authority of the cause of the potential delay, and does not affect any other rights or claims accruing to the Contracting Authority under the Contract and legislation.

### Article 21. Liability

- 21.1 If one of the Parties fails to discharge its obligations under the Contract, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, however, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.
- 21.2 The notice of default referred to in the preceding paragraph is not required if the time limit by which the agreed Services should have been performed has been extended prior to its expiry. If the defaulting Party fails to discharge its obligations as described in the preceding paragraph by the end of the extended time limit, the defaulting Party is held to be immediately in default as from that date.
- 21.3 Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to the following amounts:
- for Contracts whose total value is less than or equal to €50,000: €150,000 per event and €300,000 for each year or part of a year that the Contract has been in force;
  - for Contracts whose total value is greater than €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 for each year or part of a year that the Contract has been in force;
  - for Contracts whose total value is greater than €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 for each year or part of a year that the Contract has been in force;
  - for Contracts whose total value is greater than €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 for each year or part of a year that the Contract has been in force;
  - for Contracts whose total value is greater than €500,000: €3,000,000 per event and

€5,000,000 for each year or part of a year that the Contract has been in force.

Related events will be treated as a single event.

The limitation of liability referred to above will not apply:

- a. in the event of third-party claims for compensation in respect of death or personal injury;
  - b. in the event of intent or gross negligence on the part of the other Party, the Contractor's Staff or the Contracting Authority's Staff;
  - c. in the event of a breach of intellectual property rights as referred to in article 24;
  - d. in the event of an agreement concluded between the Parties under article 14, paragraph 2: to claims for compensation in relation to failure to comply with that agreement, including any fines imposed by the supervisory authority.
- 21.4 If, in performing the Services, the Contractor makes use of property belonging to the Contracting Authority as referred to in article 7, the Contractor is liable for any damage caused to such property. The limitation of liability set out in paragraph 3 applies mutatis mutandis.
- 21.5 If the Contractor or third parties suffer damage, in whatever manner, as a result of using property belonging to the Contracting Authority as referred to in article 7, the Contractor will bear the full expense and risk. The limitation of liability set out in paragraph 3 applies mutatis mutandis.
- 21.6 The Contractor is liable for all obligations in respect of the Contractor's Staff, including those arising under tax and social insurance law. The Contractor indemnifies the Contracting Authority against any liability in this connection. The limitation of liability referred to in paragraph 3 does not apply.

## **Article 22. Cancellation and notice of termination**

- 22.1 Without prejudice to the other provisions of the Contract, either Party may cancel the Contract in full or in part by registered letter, without recourse to the courts, if the other Party is in default or compliance is permanently or temporarily impossible, unless the breach does not warrant cancellation in view of its exceptional nature or limited importance.
- 22.2 If one of the Parties is unable to discharge its obligations under the Contract as a result of force majeure, the other Party is entitled to cancel the Contract, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 15 Working Days as from the date on which the circumstance that produced the force majeure arose.
- 22.3 The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, late delivery or the unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the Contractor or failures on the part of third parties engaged by the Contractor.
- 22.4 The Contracting Authority may cancel the Contract forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved, or if it is deemed on any other grounds to be no longer capable of discharging its obligations under the Contract.

- 22.5 If the Contract is cancelled, the Contractor will repay any undue amounts already paid by the Contracting Authority, plus the statutory interest on those amounts from the date on which they were paid. If the Contract is partially cancelled, the Contractor only has to repay payments relating to the part of the contract that has been cancelled.
- 22.6 In addition, the Contracting Authority may terminate the Contract at any time by giving notice of termination by registered mail. In such an event, the account between the Contracting Authority and the Contractor will be settled on the basis of the Services provided and costs reasonably incurred by the Contractor in carrying out the assignment in question and of any commitments reasonably entered into for the future for the purposes of the present Contract. The Contracting Authority is not obliged to compensate the Contractor in any way for the consequences of the termination of the Contract.

### **Article 23. Retention of right to demand performance**

The fact that one of the Parties omits to demand the performance of any provision of the Contract within a time limit set by the Contract does not affect its right to demand performance at a later date, unless the Party in question has expressly agreed to the non-performance in writing.

## **VI. MISCELLANEOUS**

### **Article 24. Intellectual property rights**

- 24.1 Unless agreed otherwise, all copyrights that may be exercised in relation to the results of the Services performed by the Contractor accrue to the Contracting Authority, irrespective of where and when they may be exercised. Pursuant to the Contract, the Contractor assigns such intellectual property rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights.
- 24.2 All database rights that may be exercised in relation to the results of the Services performed by the Contractor accrue to the Contracting Authority, irrespective of where and when they may be exercised. Pursuant to the Contract, the Contractor assigns such intellectual property rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights
- 24.3 In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority, the Contractor grants the Contracting Authority a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.
- 24.4 In so far as a separate instrument needs to be executed for the assignment of the rights referred to in articles 24.1 and 24.2, the Contractor hereby irrevocably authorises the Contracting Authority to draft such an instrument and sign it on the Contractor's behalf, without prejudice to the Contractor's obligation to cooperate with the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation.
- 24.5 If there is a difference of opinion between the Parties on the intellectual property rights referred to in articles 24.1 and 24.2, in relation to the results of the Services performed, it will be assumed, in the absence of proof to the contrary, that the rights accrue to the Contracting Authority. In all cases, the Contracting Authority may continue to use the results for the purposes specified in the Contract.

- 24.6 The Contractor hereby renounces vis-à-vis the Contracting Authority any moral rights vested in it, i.e. the Contractor, as referred to in the Copyright Act, in so far as the relevant regulations allow it to do so. Acting both in its own capacity and on behalf of the Contractor's Staff, and as authorised to this end, the Contractor renounces vis-à-vis the Contracting Authority any moral rights vested in these staff, in so far as the relevant regulations allow it to do so.
- 24.7 The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. The Contractor is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or damage incurred as a result of such breaches, and to do so at its own expense.
- 24.8 Without prejudice to the above provisions, the Contracting Authority may, if a third party holds the Contractor liable for a breach of its intellectual property rights, cancel the Contract in writing, in full or in part, out of court, without prejudice to its other rights vis-à-vis the Contractor, such to include but not limited to any right to compensation. The Contracting Authority will not exercise its right to cancel the Contract until it has first consulted the Contractor.
- 24.9 Intellectual property rights arising from the Services performed other than those referred to in articles 24.1 and 24.2 may never be exercised against the Contracting Authority, and the Contractor assigns to the Contracting Authority a non-exclusive and irrevocable right to use such rights, free of charge, for an indefinite period for the purposes of the Contract's objectives.

#### **Article 25. Assignment of rights and obligations under the Contract**

- 25.1 The Parties may not transfer their rights and obligations under the Contract to third parties without the consent of the other Party. The other Party will not withhold its consent without good reason. The Parties may attach conditions.
- 25.2 Paragraph 1 does not apply to the establishment of limited rights, such as a right of pledge.

#### **Article 26. Insurance**

- 26.1 The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards in respect of the following risks:
- a. professional liability, i.e. the risks arising from Professional Errors;
  - b. business liability, including liability for damage caused to persons or the Contracting Authority's property;
  - c. loss of or damage to business property (including as a result of fire or theft), including items of property owned by the Contracting Authority.
- 26.2 At the Contracting Authority's request, the Contractor will immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances referred to in paragraph 1 or a statement from the insurer to the effect that these policies exist and the premium has been paid. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.

## **Article 27. Employment conditions**

- 27.1 In performing the Services, the Contractor will comply with the applicable legislation on employment conditions and with the collective labour agreement applicable to it and its staff.
- 27.2 The Contractor will record all agreements on employment conditions made for the purpose of the performance of the Contract in a clear and accessible manner.
- 27.3 Upon request, the Contractor will immediately grant competent authorities access to these agreements on employment conditions and cooperate with any inspections, audits or salary validations.
- 27.4 Upon request, the Contractor will immediately grant the Contracting Authority access to the agreements on employment conditions referred to in paragraph 2 if the Contracting Authority considers this necessary to prevent or deal with a salary claim concerning work carried out for the purpose of the performance of the Contract.
- 27.5 The Contractor will impose the obligations arising from the previous paragraphs in full on all parties with which it enters into contracts for the purpose of the performance of the Contract and will also stipulate that these parties impose these obligations in full on all parties with which they, in turn, enter into contracts for the purpose of the performance of the Contract.

## **Article 28. Bribery and conflict of interests**

- 28.1 The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for cancelling the Contract either in full or in part.
- 28.2 Should it transpire that a member of the Contracting Authority's Staff is also in the Contractor's employment, regardless of whether or not such employment is paid, or was in the Contractor's employment at the time when negotiations took place on the formation of the Contract, and that the Contracting Authority was not informed of this prior to the signing of the Contract, the Contracting Authority may cancel the Contract with immediate effect, without being required to give any notice of default or to pay any compensation.

## **Article 29. Invalidity**

If one or more provisions of the Terms and Conditions or the Contract are found to be invalid or are nullified by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the former provisions in order to make an alternative arrangement. The alternative arrangement must not undermine the purpose and the purport of the Terms and Conditions or the Contract.

## **Article 30. Follow-up order**

The Contract does not entitle the Contractor to any follow-up orders.

## **Article 31. Publicity**

The Contractor may not refer to the Contract either implicitly or explicitly in publications (including press releases) or advertisements and may use the Contracting Authority's name as a reference only with the Contracting Authority's consent.

### **Article 32. Long-term provisions**

Provisions which by their nature are intended to persist after the Contract has been performed will remain in force after the expiry of the Contract. These obligations include in any event the provisions on guarantees (article 3), liability (article 21), intellectual property rights (article 24), confidentiality (article 13), and disputes and applicable law (article 33).

### **Article 33. Disputes and applicable law**

- 33.1 Any dispute between the Parties in relation to the Contract will be submitted only to the competent court in the district of The Hague, unless the Parties agree on an alternative means of settlement at the time a dispute arises.
- 33.2 The Contract is governed by Dutch law.