



GÉANT Terms and Conditions for the procurement of Services 2025

GÉANT Vereniging
www.geant.org

GÉANT Procurement
procurement@geant.org

Registered address

Hoekenrode 3
1102 BR Amsterdam
The Netherlands

UK Branch address

City House
126 – 130 Hills Road
Cambridge CB2 1PQ

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 Schedule: a document attached to the Contract which, when initialed by both Parties, forms an integral part of the Contract;
- 1.2 Services: the work the Contractor is to perform for the Customer under the terms of the Contract;
- 1.3 Additional Work: work that is not included in the Contract that results in additional costs.
- 1.4 Customer: GÉANT Vereniging;
- 1.5 Contractor: the counterparty of the Customer;
- 1.6 Contract: the written agreement between the Customer and the Contractor of which the Terms and Conditions form part;
- 1.7 Party: the Customer or Contractor, depending on the context;
- 1.8 Parties: the Customer and the Contractor;
- 1.9 Staff: the persons, including subordinates and subcontractors, engaged by the Parties in performing the Services;
- 1.10 Terms and Conditions: these general terms and conditions, which apply to and form an integral part of the Contract.
- 1.1 Working Day: calendar day, with the exception of Saturdays and Sundays and official 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 These GÉANT Terms and Conditions are based on the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025) used by Dutch Contracting Authorities. More information on the ARVODI contracts can be found here: <https://www.pianoo.nl/en/legal-framework-netherlands>

II PERFORMANCE OF THE CONTRACT

Article 3 Requirements for the Services

The Services to be performed must meet the requirements laid down in the Contract, must be suitable for the intended use as arising from the Contract, and must be performed competently.

Article 4 Replacement of persons responsible for performing the Services

- 4.1 The Contractor may temporarily or permanently replace a person who is responsible for performing the Services only by way of exception and with the prior consent of the Customer. The Customer may not withhold its consent without reasonable grounds and may attach conditions to its consent. The Contractor will not charge a higher fee for the replacement.
- 4.2 If the Customer requests that a person who is responsible for performing the Services be replaced because it considers that this is necessary or desirable in the interests of the proper performance of the Services, the Contractor will replace this person as soon as possible unless that cannot be reasonably demanded of the Contractor. The Contractor will not charge a higher fee for the replacement.
- 4.3 When replacing a person who is responsible for performing the Services, the Contractor will make available a person who possesses expertise, qualifications and experience at least equivalent to that of the person being replaced or who satisfies what has been agreed by the Parties in this regard.

Article 5 Use of Customer's property

The Parties may agree that in performing the Services the Contractor is to be lent property belonging to the Customer. The Customer may attach conditions to the loan of this property.

Article 6 Subcontracting

- 6.1 The Contractor may engage or replace subcontractors for the performance of the Services only after it has obtained the Customer's consent. The Customer will not withhold its consent without reasonable grounds. The Customer may attach conditions to its consent.
- 6.2 If the Customer consents to the engagement or replacement of subcontractors the Contractor is and remains responsible and liable for the fulfilment of obligations arising from the Contract and obligations arising from tax and social

insurance legislation.

Article 7 Progress reports

The Contractor will report to the Customer on the progress of the performance of the Services as often as and in the manner laid down in the Contract and, in addition, when asked to do so by the Customer.

Article 8 Contacts

- 8.1 The Parties will each designate a contact who will maintain day-to-day contact concerning the performance of the Services. The Parties will let each other know whom they have designated as a contact.
- 8.2 The contacts may represent and bind the Parties only in so far as the performance of the Services is concerned. They are not authorised to amend the Contract.

Article 9 Supervisory or steering committee

The Parties may include agreements in the Contract on setting up a supervisory or steering committee. They may also lay down the duties, powers and composition of the supervisory or steering committee in the Contract.

Article 10 Status of notifications, undertakings or agreements

Notifications, undertakings or agreements that are relevant to the performance of the Contract are binding on the Parties only if they are given/made or confirmed in writing or by email by a person authorised to do so. 'Email' is understood to mean electronic communication:

- a. that can be consulted by the addressee,
- b. of which the authenticity is sufficiently safeguarded, and
- c. that enables the identity of the person giving the notification to be determined with sufficient certainty.

In the case of agreements, it must also be possible to determine the moment when the agreement was made with sufficient certainty.

Article 11 Confidentiality

- 11.1 The Parties may not divulge anything that comes to their attention in the course of performing the Contract and that they know or may reasonably be assumed to know is confidential, unless they are obliged to do so by statute, a supervisory

authority with a statutory task or a court ruling. If the Parties have agreed an alternative means of dispute resolution, a ruling of a body competent under article 32.1 to resolve a dispute will be equated with a court ruling for this purpose.

- 11.2 The Parties will require their Staff to observe the duty of confidentiality included in paragraph 1.
- 11.3 The Contractor will cooperate, at the request of the Customer, in enabling supervision, by or on behalf of the Customer, of the safekeeping and use of confidential information by the Contractor.
- 11.4 The Contractor must not make the results of the Services available to third parties in any form or make any disclosures to third parties about them unless the Customer has given its express prior consent in writing or by email. The Customer may attach conditions to its consent.
- 11.5 After the Contract has ended the Contractor must at the Customer's first request make available as soon as possible to the Customer information that the Contractor has in its possession in connection with the performance of the Contract. This does not apply to information that the Contractor is required to have in its possession on the basis of legislation or generally accepted professional rules applicable to the Contractor.
- 11.6 The Customer may stipulate in the Contract that breach of the duty of confidentiality will incur a penalty. The penalty is immediately payable. The Customer is entitled, in addition to the penalty, to compensation for the damage caused by the breach.

Article 12 Processing of data

- 12.1 Without prejudice to the provisions of this article, the Contractor will use the data provided by the Customer and the data generated on the basis thereof on the instructions of the Customer exclusively for the performance of the Services and in so far as this use is necessary and proportionate in relation to these Services, unless statutory rules provide otherwise.
- 12.2 If the Contractor processes personal data for the Customer in the context of the performance of the Contract, the Contractor will comply with the applicable legislation on the protection of personal data. The Contractor will process personal data only for and on the basis of written instructions from the Customer, unless statutory rules provide otherwise.
- 12.3 The Parties will regulate the processing of personal data by the Contractor for the Customer by means of an agreement.

- 12.4 The Parties will involve each other in a timely manner in putting forward a defence against claims from third parties in connection with the processing of personal data in the context of the performance of this Contract.

Article 13 Security

- 13.1 If the Services are performed at the premises of the Customer, the Contractor will instruct its Staff to comply with the Customer's security procedures and internal rules. The Customer will inform the Contractor in a timely manner about these procedures and rules.
- 13.2 At the Customer's request, the Contractor will provide certificates of conduct in respect of the Contractor's Staff no later than three (3) Working Days before the performance of the Services at the premises of the Customer begins.
- 13.3 The Customer may subject members of the Contractor's Staff to security checks in accordance with the rules usually applied by the Customer. The Contractor will cooperate fully with these checks. On the basis of the results of a security check of this kind or in the event of the refusal of Staff of the Contractor to cooperate with a security check of this kind, the Customer may refuse to allow the person in question to be involved in the performance of the Contract.

Article 14 Payment, Additional Work and reductions in the agreed work

- 14.1 The Customer will pay the Contractor for all costs the Contractor actually incurs and all hours the Contractor actually works, unless the Parties have agreed a fixed price in the Contract. In the latter case the Customer will pay this fixed price.
- 14.2 The Customer must be notified as soon as possible of Additional Work. Additional Work qualifies for payment only once the Customer has consented to this in writing or by email. Work not included in the Contract that the Contractor should have foreseen when the Contract was concluded is not deemed to be Additional Work.
- 14.3 The Contractor cannot refuse Additional Work desired by the Customer amounting to up to 10% of the original contracted work. The Contractor will issue a quotation for the Additional Work in writing or by email, describing the amount of expected Additional Work, its duration and the costs involved. The provisions of the Contract including those on fees and any discounts are applicable to Additional Work to be performed by the Contractor unless the Parties have made other agreements in this regard.
- 14.4 If a Party considers that there is a reduction in the agreed work, it will notify the other Party as soon as possible. The Parties will then jointly establish in writing or

by email what work will not be performed by the Contractor and how this will affect the agreed payment.

Article 15 Invoicing

- 15.1 Invoicing by the Contractor will be electronic only. The Contractor will submit an e-invoice in the manner prescribed in the Contract and in accordance with the specifications issued by the Customer so that the Customer can receive and process it electronically.
- 15.2 An invoice that does not fulfil all the requirements or does not include all the relevant information does not need to be paid by the Customer. In that case the start of the payment period referred to in article 16 is not triggered. The Customer will ask the Contractor for a new invoice that does fulfil the requirements and include all relevant information.
- 15.3 If it has been agreed that payment will be based on actual time worked, the Contractor will state the number and dates of calendar days or hours actually worked in the invoice. In so doing the Contractor will also give a brief description of the work performed and of any travel and accommodation expenses in so far as they may be charged under the Contract.
- 15.4 The Contractor will invoice Additional Work separately. The invoice must comply with the provisions of the Contract.

Article 16 Payment and invoice audits

- 16.1 The Customer will pay the invoice within thirty (30) calendar days of receiving the invoice, provided that the Services and the invoice comply with the Contract.
- 16.2 If the Customer does not pay an invoice within thirty (30) calendar days of receipt without valid reason, the Customer will automatically be liable to pay:
- (a) compensation as referred to in article 6:96, paragraph 4 of the Civil Code;
 - and
 - (b) the statutory interest as referred to in article 6:119b, paragraph 1 of the Civil Code.
- 16.3 The Contractor will submit separate invoices for the compensation and the interest payment.
- 16.4 The Customer can have the accuracy and completeness of an invoice audited by an accountant as referred to in article 2:393, paragraph 1 of the Civil Code designated by the Customer. The Contractor will allow the accountant to inspect its books and documents and will supply the accountant with any data and information asked for by the accountant. This audit will be confidential and will

not go beyond what is necessary to audit the invoice. The Customer will bear the costs of the audit unless the findings of the audit show that the invoice is not accurate or complete. In that case the Contractor will pay the costs of the auditor.

- 16.5 The Customer may suspend payment of an invoice or a portion thereof about which the Parties have failed to reach agreement while the audit is being conducted. The Customer will only do so if the Customer has reasonable doubt concerning the accuracy or completeness of the invoice in question.
- 16.6 If the Customer:
- (a) does not pay an invoice within the payment period; or
 - (b) does not pay an invoice (or does not pay in full) because it considers that the invoice is inaccurate or incomplete or the Services do not comply with the Contract,
- the Contractor will not suspend its work and will not terminate the Contract.

Article 17 Advance

- 17.1 If the Customer, for the performance of the Services, pays an advance for Services that have not yet been provided, the Customer may require the Contractor to arrange for an on-demand bank guarantee to the value of the advance to be issued to the Customer. The costs of the guarantee will be borne by the Contractor.
- 17.2 The on-demand bank guarantee will be issued in accordance with the Central Government Financial Management Order using the model enclosed with the Contract. After the Services have been performed, the document recording the guarantee will be returned to the Contractor.

Article 18 Potential delays

- 18.1 If there is a risk that the performance of the Services will be delayed, the Contractor will immediately notify the Customer, stating the cause and the consequences of the potential delay. The Contractor will also take measures to prevent delays (or further delays).
- 18.2 As soon as possible after receiving the notification referred to in paragraph 1, the Customer will inform the Contractor whether the Customer agrees with the proposed measures and the specified consequences. If the Customer agrees this does not imply recognition by the Customer of the cause of the potential delay and does not detract from any other rights or claims accruing to the Customer under the Contract and legislation.

Article 19 Liability

- 19.1 If a Party fails to fulfil its obligation(s) under the Contract, the other Party may give notice of default to the breaching Party in writing or by email. Notice of default is not necessary if the breaching Party is already in default on a different statutory basis. The notice of default will state a reasonable deadline by which the breaching Party must fulfil its obligations. This is a vital deadline. This means that the breaching Party is immediately in default if this Party fails to fulfil its obligations by this deadline.
- 19.2 Unless the Parties have agreed otherwise, a Party that imputably fails to fulfil its obligations is liable to the other Party for any damage that the other Party has suffered or will suffer, that liability being limited to a maximum of four (4) times the contract value per event and six (6) times the contract value for each year or part of a year that the Contract has been in force, up to a maximum of €3,000,000 per event and €5,000,000 for each year or part of a year in which the Contract has been in force. Related events will be treated as a single event for these purposes.
- 19.3 The limitation of liability referred to in paragraph 2 will not apply:
- (a) in the event of claims for compensation as a result of death or injury;
 - (b) in the event of intent or gross negligence on the part of the Party failing to fulfil its obligations or on the part of its Staff;
 - (c) in the event of a breach of intellectual property rights as referred to in article 23;
 - (d) in the event of claims for compensation due to an infringement of legislation on the protection of personal data or actions contrary to the lawful instructions of the controller. Damage includes a fine imposed by the supervisory authority.
- 19.4 If the Contractor makes use of property belonging to the Customer as referred to in article 5 in performing the Services, the Contractor is liable for damage caused to such property for the duration of its use. The provisions of paragraphs 2 and 3 apply mutatis mutandis.
- 19.5 If the Contractor or third parties suffer damage as a result of using property belonging to the Customer as referred to in article 5, the Contractor will bear the full expense and risk of that damage.
- 19.6 The Contractor bears responsibility for all obligations with respect to the Contractor's Staff, including obligations under tax and social insurance law. The Contractor indemnifies the Customer against any liability in this connection. The limitation of liability referred to in paragraph 2 does not apply.

Article 20 Force majeure

- 20.1 A failure in the performance of the Contract which is not attributable to the fault of a Party and which is not for the account of that Party according to the law, a juristic act or generally accepted standards constitutes force majeure.
- 20.2 The term force majeure on the part of the Contractor is in any event deemed not to include staff shortages, strikes, Staff illness, late delivery or unsuitability of goods required for the performance of the Services, liquidity or solvency problems on the part of the Contractor, or shortcomings of the Contractor's Staff.
- 20.3 20.3 If the Contractor can claim some benefit in connection with a situation of force majeure that the Contractor would not have had in the event of proper performance, the Contractor will pay compensation for the damage suffered by the Customer as a consequence of that failure up to a maximum of the value of that benefit. The provisions of article 19, paragraph 2 apply in this connection.

Article 21 Cancellation and notice of termination

- 21.1 Either Party may cancel the Contract in full or in part in writing or by email without recourse to the courts in the event of a failure on the part of the other Party unless the failure, in view of its special nature or limited significance, does not warrant cancellation and the consequences thereof. In so far as performance is not permanently or temporarily impossible, the Contract can be cancelled only once the party obliged to render performance is in default.
- 21.2 In the event of force majeure on the part of one of the Parties as referred to in article 20, the other Party may not cancel the Contract until a period of fifteen (15) Working Days has elapsed, beginning on the date on which the circumstance causing the force majeure arose.
- 21.3 The Customer may cancel the Contract in writing or by email with immediate effect without recourse to the courts and without being required to send any prior demand or notice of default if:
- a. the Contractor applies for or is granted a provisional or definitive suspension of payments,
 - b. the Contractor files for bankruptcy or is declared bankrupt,
 - c. the Contractor's business is dissolved, the Contractor's business ceases trading, or the control of the Contractor's business operations undergoes a major change, including a merger or a demerger,
 - d. a substantial proportion of the Contractor's assets are seized, or
 - e. the Contractor is deemed on account of other circumstances to be no longer capable of fulfilling its obligations under the Contract.

In all these cases the Customer is not required to pay compensation. This power also applies if, during the term of the Contract, mandatory grounds for exclusion as referred to in public procurement legislation arise. It also applies if optional

grounds for exclusion have been declared applicable in the tender documents.

- 21.4 The Customer may terminate the Contract in writing or by email at any time during the term of the Contract, and may do so with immediate effect. In such an event the Contractor is entitled to payment for work already done and costs reasonably incurred. In addition, the Contractor is entitled to payment for future commitments the Contractor has reasonably assumed for the performance of the Services. The Contractor is not entitled to compensation (including for loss of profit) in connection with the termination of the Contract.

Article 22 Retention of right to demand performance

If a Party omits to demand the performance of a provision of the Contract within a time limit set by the Contract, that Party retains the right to demand performance at a later date, unless that Party has expressly agreed to the non-performance in writing or by email.

Article 23 Intellectual property rights

- 23.1 Unless the Parties make different agreements in this regard, all copyrights and all database rights to the results of the Services accrue to the Customer. The Contractor assigns these rights to the Customer as soon as they arise. The Customer accepts this assignment of these rights in advance.
- 23.2 If the results of the Services are achieved partly or wholly using existing intellectual property rights, the Contractor grants the Customer a non-exclusive and irrevocable right of use for an indefinite period, among other things to publish and reproduce (and to have published and reproduced) the results of the Services. In such an event the Contractor guarantees that the Contractor is able to grant this right of use.
- 23.3 If at any time a separate instrument is needed for the assignment of the intellectual property rights referred to in paragraph 1, the Contractor authorises the Customer in advance to draft such an instrument and sign it on the Contractor's behalf. The Contractor will in this regard cooperate with the assignment of these rights and with registration in the registers designated for that purpose at the Customer's first request and cannot attach any conditions to its cooperation.
- 23.4 If there is a difference of opinion between the Parties on the intellectual property rights referred to in paragraph 1 it will be assumed, in the absence of evidence to the contrary, that the rights accrue to the Customer. In all cases, the Customer may continue to use the results of the Services for the purposes intended by the Contract.
- 23.5 The Contractor hereby renounces, both in its own capacity and on behalf of its

Staff, all personality rights as referred to in section 25, subsection 1 (a) to (c) of the Copyright Act that may accrue to the Contractor, in so far as the Copyright Act permits such a renunciation. The Contractor guarantees the Customer that it is authorised to renounce these rights, including on behalf of its Staff.

- 23.6 The Contractor indemnifies the Customer against claims of third parties in connection with any breach of their intellectual property rights, including personality rights as referred to in section 25, subsection 1 of the Copyright Act and equivalent claims relating to know-how, unlawful competition and so forth. The Contractor is obliged, at the Customer's first request, to assume responsibility for defending any proceedings brought against the Customer in connection with the Services for breach of the intellectual property rights of a third party. The Customer will inform the Contractor of any such proceedings as soon as possible and provide the Contractor with the necessary powers of attorney and assistance. The Contractor also indemnifies the Customer against all damages and costs that the Customer is ordered to pay in such proceedings and against the costs of the proceedings themselves, including the costs of obtaining legal advice.
- 23.7 If third parties hold the Customer liable for a breach of intellectual property rights, the Customer may cancel the Contract in full or in part in writing or by email without recourse to the courts, without prejudice to the Customer's other rights, including the right to compensation. The Customer will not cancel the Contract until the Customer has consulted the Contractor.
- 23.8 If the Contractor acquires other intellectual property rights to the results of the Services than those referred to in paragraph 1, these rights may never be exercised against the Customer and the Contractor grants the Customer, free of charge, a non-exclusive and irrevocable right of use for an indefinite period, among other things to publish and reproduce (and to have published and reproduced) the results of the Services.

Article 24 Assignment of rights and obligations under the Contract

- 24.1 The Parties may not assign rights and obligations arising from the Contract to third parties unless the other Party has given its prior consent in writing or by email. Consent will not be withheld without reasonable grounds. The Parties may attach conditions to such consent.
- 24.2 Paragraph 1 does not apply to the establishment of limited rights such as the right of pledge.

Article 25 Insurance

- 25.1 The Contractor has taken out and will retain adequate and customary insurance

cover in accordance with generally accepted standards.

- 25.2 At the Customer's request the Contractor will, as soon as possible, provide a statement from the insurer in which the insurer specifies what insurance has been taken out and declares that the premiums have been paid.
- 25.3 The insurance premiums owed by the Contractor are included in the agreed prices and fees.

Article 26 Employment conditions

- 26.1 In performing the Services, the Contractor will comply with the applicable legislation on employment conditions and with the collective labour agreement applicable to the Contractor and its employees.
- 26.2 The Contractor will record all agreements on employment conditions made for the purpose of the performance of the Services in a clear and accessible manner.
- 26.3 If requested to do so by the competent authorities, the Contractor will grant access as soon as possible to the agreements on employment conditions referred to in paragraph 2 and in addition the Contractor will cooperate with any inspections, audits or salary validations.
- 26.4 If the Customer considers this necessary to prevent or deal with a salary claim concerning work carried out for the purpose of the performance of the Services, the Contractor will grant access as soon as possible to the agreements on employment conditions referred to in paragraph 2.
- 26.5 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 Services. The Contractor will also stipulate that these parties must impose these obligations in full on all parties with which they, in turn, enter into contracts for the purpose of the performance of the Services.

Article 27 Bribery and conflicts of interest

- 27.1 The Parties will not offer each other or third parties any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. If this is found to have occurred, the other Party may cancel the Contract in full or in part in writing or by email with immediate effect, without notice of default, without recourse to the courts and without being required to pay any compensation.
- 27.2 If it is found that a member of the Customer's Staff holds a position with the Contractor, regardless of whether or not such a position is remunerated, or held a position with the Contractor when the tender procedure was conducted or when negotiations took place on the formation of the Contract, without the Customer having been informed of this by the Contractor prior to the conclusion of the Contract, the Customer may cancel the Contract in full or in part in writing or by email with immediate effect, without notice of default, without recourse to the courts and without being required to pay any compensation.

Article 28 Void and set-aside provisions

If one or more provisions of the Terms and Conditions or the Contract are found to be void or are set aside by a court of law, the remaining provisions will retain their legal force. The Parties will consult on the void and set-aside 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 29 Follow-up order

The Contractor cannot derive any right to obtain follow-up orders from the Contract.

Article 30 Publicity

The Contractor may not refer to the Contract either implicitly or explicitly in publications (including press releases) or advertisements and may use the Customer's name as a reference only if the Customer gives its prior consent in writing or by email.

Article 31 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. This applies in any event to the provisions on requirements for the Services (article 3), confidentiality (article 11), liability (article 19), intellectual property rights (article 23), and disputes and applicable law (article 32).

Article 32 Disputes and applicable law

32.1 Any dispute between the Parties in connection with the Contract will be submitted only to the competent court in the district of Amsterdam, unless the Parties agree on an alternative means of dispute resolution at that time.

32.2 The Contract is governed exclusively by Dutch law.