



General Purchase Conditions IT & Systems
Special Provisions Professional Services

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Table of contents

Article 1	General	3
Article 2	Definitions	3
Article 3	Further agreements.....	3
Article 4	Progress of services	3
Article 5	Change of service	3
Article 6	Replacement Consultants.....	3
Article 7	Expenses	4

Article 1 General

- 1.1 These Special Provisions Professional Services apply in addition to the General Provisions.
- 1.2 In case of conflict between the General Provisions and the Special Provisions Professional Services, the Special Provisions Professional Services shall prevail.

Article 2 Definitions

- 2.1 In these Professional Services Special Provisions, in addition to Article 1 of the General Provisions, the terms below have the following meaning:

Consultant	Personnel of the Supplier, its subcontractors or any third party involved in the provision of the services by or on behalf of the Supplier to EANV.
Services	The consulting services to be performed by the Supplier as specified in the Agreement.

Article 3 Further agreements

- 3.1 If any part of the Services has not yet been sufficiently described in the Agreement, the Parties shall make further arrangements about the Services as soon as possible. Until such time Supplier shall perform the Services in a professional manner, in accordance with the latest technology and in accordance with the market standard applicable at that time.

Article 4 Progress of services

- 4.1 The Parties shall consult regularly on the progress of the work. The consultation shall take place between the contact persons of the Parties.
- 4.2 Supplier shall provide weekly reports to EANV for approval, indicating for each Consultant (i) the exact number of hours spent in the preceding week; and (ii) what services the Consultant performed in relation to the Agreement. Per Working day, a Consultant may charge a maximum of 9 hours regardless of the time actually spent.
- 4.3 Supplier shall provide EANV on a monthly basis with an invoice detailing the amounts charged, Services and hours spent per Consultant.
- 4.4 Supplier shall provide reports to EANV every three (3) months listing all deliverables shared by the Consultants.

Article 5 Change of service

- 5.1 If EANV wishes to change the scope of the Services, EANV may submit a written request to that effect to the Supplier. Within ten Business Days of receipt of such request, the Supplier shall set out to EANV in writing the financial and technical consequences, as well as the consequences for the planning and resources to be deployed, of such change. This written communication is an offer and must include a reasonable period for acceptance. If EANV accepts the offer, the Parties shall amend the Agreement by means of an addendum.

Article 6 Replacement Consultants

- 6.1 Supplier shall replace Consultants deployed in the performance of the Agreement only with EANV's prior

written consent. EANV will not refuse permission on unreasonable grounds but may impose conditions to replacement.

- 6.2 EANV may order replacement of a Consultant at its discretion. Supplier shall not charge EANV for replacement of the Consultant unless Supplier demonstrates that the request for replacement had no reasonable basis.
- 6.3 In case of replacement of a Consultant, Supplier shall make available at the same rate a Consultant who meets the requirements that the Parties had agreed upon with regard to the Consultant to be replaced.

Article 7 Expenses

- 7.1 EANV shall only pay reasonable travel, accommodation and meal expenses and other expenses incurred by Consultants in the performance of the Services to the extent that reimbursement of such expenses is expressly agreed or approved in advance in writing by EANV. Travel and accommodation expenses of Consultants usually working in another country will be borne by Supplier, unless such specific Consultants have been deployed at EANV's request. The amount charged for such expenses must be approved in advance by EANV in writing.
- 7.2 Supplier shall bear all costs related to commuting of Consultants between their residence/hotel and the place where the Consultants perform the Services. Supplier cannot pass on these costs to EANV.