

# General Purchase Conditions IT & Systems



Special Provisions  
Professional Services

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## Article 1 General

- 1.1 These Special Provisions Professional Services apply in addition to the General Provisions.
- 1.2 In the event of contradictions between an article of the General Provisions and an article of the Special Provisions Professional Services, the article of the Special Provisions Professional Services takes precedence.

## Article 2 Definitions

- 2.1 In addition to Article 1 of the General Provisions, the Special Provisions Professional Services apply the following definitions.

<b>Consultant</b>	Any employee of the Other Party or its supplier or a third party involved in the provision of services to EANV by or on behalf of the Other Party.
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## Article 3 Further arrangements

- 3.1 If a part of the services has not yet been sufficiently outlined in the Agreement, the Parties will make further arrangements in this respect as soon as possible. Until that time, the Other Party will provide the services in a professional manner, according to the latest state of the art technology and in accordance with the market standard in force at that time.

## Article 4 Progress of services

- 4.1 The Parties will regularly consult on the progress of the work, which consultations will take place between the Other Party's contact person and the contact person of EANV.
- 4.2 The Other Party will submit weekly reports to EANV for approval, indicating for each Consultant the exact hours spent and the services provided by the Consultant in question in the previous week. A Consultant may charge up to 9 hours per day, regardless of the hours actually spent that day. The Other Party will each month provide EANV with an invoice specifying the amounts charged, the services provided and the hours spent per Consultant.
- 4.3 The Other Party will provide EANV with reports every three months containing an overview of all the services jointly provided by the Consultants.

## Article 5 Change of services

- 5.1 If EANV wishes to change the scope of the services, EANV will submit a written request to this effect to the Other Party. The Other Party will provide EANV a written response within ten Working days after receipt of this request stating the financial and technical consequences, as well as the consequences in terms of planning and (human) resources to be deployed, of such change of services. Such written communication will be deemed to constitute an offer and

must include a reasonable period for acceptance. If EANV accepts this offer, the Parties will adjust the Agreement by means of an Addendum to the Agreement.

#### Article 6 Replacement of the Other Party's Personnel

- 6.1 The Other Party requires EANV's prior written consent to replace Personnel that is deployed for the performance of the Agreement, which consent will not be withheld on unreasonable grounds, however, EANV may attach conditions to its consent.
- 6.2 EANV reserves the right to demand the replacement of a staff member for reasons EANV deems appropriate. The Other Party will not charge EANV for any costs in replacing the staff member, unless the Other Party shows that the request for replacement did not constitute a reasonable basis.
- 6.3 In the event of replacement of Personnel, the Other Party will make Personnel available at the same rate as meets the requirements which the Parties had agreed with regard to the Staff member to be replaced.

#### Article 7 Expenses

- 7.1 EANV will only pay reasonable travel expenses, accommodation expenses and meal expenses and any other expenses incurred by Consultants in the performance of the services, insofar as the compensation of such expenses has been explicitly agreed or approved in advance in writing by EANV. The travel and accommodation expenses incurred by Consultants who otherwise work in another country will be paid by the Other Party, unless those specific Consultants have been deployed at the request of EANV. The amounts charged for such expenses will be subject to prior written approval by EANV.
- 7.2 All commuting expenses incurred by the Consultants between their home/hotel and the location of the service provision are to be borne by the Other Party and may not be charged to EANV.