

Supplementary Conditions for Secondment, Consultancy and Project Management

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DEFINITIONS

Terms that start with a capital letter in the Supplementary Conditions have the meanings respectively assigned to them in the General Conditions of Delivery and in this Article 1.

- ‘Supplementary Conditions’** : means the supplementary conditions for Consultancy, Secondment and Project Management.
- ‘General Conditions of Delivery’** : means the general conditions of Delivery of KPN.
- ‘Consultant’** : means an employee of Supplier who possesses the education, expertise and experience necessary to perform the consultancy work and performs the work with a best-effort commitment.
- ‘Project Manager’** : means an employee of Supplier who possesses the education, expertise and experience necessary to perform project management work and performs the work with a best-effort commitment.
- ‘Consultancy/Project Management’** : means Supplier’s provision of temporary staff to Client based on the education, expertise and experience necessary to perform consultancy work with a best-effort commitment.
- ‘Secondment’** : means Supplier’s provision of temporary staff to Client, whereby Client is responsible for day-to-day direction and supervision.
- ‘Secondee’** : means a designated and named employee of Supplier who performs the agreed work under the direction and supervision of Client.
- ‘Office Hours’** : means the time between 08:00 and 18:00 hrs.
- ‘Overtime’** : means all time worked in excess of a total of 8 hours per Working Day.
- ‘Working Days’** : means Monday to Friday inclusive, with the exception of public holidays.

SCOPE

- 2.1** These Supplementary Conditions apply to all offers and Agreements whereby Supplier provides a Secondee, Consultant and/or Project Manager.

PRICE AND PAYMENT

- 3.1** Payments owed for hours worked by a Secondee, Consultant or Project Manager shall be determined by costing at the rates stated in the Agreement.
- 3.2** Supplier shall record the hours worked by a Secondee, Consultant or Project Manager. Supplier’s timekeeping records shall constitute the sole evidence of numbers of hours worked.
- 3.3** All rates exclude travel and subsistence expenses that shall be billed separately.
- 3.4** The following surcharges shall be payable for Overtime and work outside Office Hours:

Day	Period	Surcharge
Monday to Friday	08:00 to 18:00 hrs	0%
Monday to Friday	18:00 to 23:00 hrs	+50%
Monday to Friday	23:00 to 24:00 hrs	+100%
Monday to Friday	00:00 to 08:00 hrs	+100%
Saturday	00:00 to 08:00 hrs	+100%
Saturday	08:00 to 18:00 hrs	+50%
Saturday	18:00 to 24:00 hrs	+100%
Sunday	00:00 to 24:00 hrs	+100%
Public holidays	00:00 to 24:00 hrs	+200%

INTELLECTUAL PROPERTY RIGHTS

- 4.1** The only intellectual property rights vested in Client shall be those attached to works – including but not confined to software and websites – developed by Seconded especially for Client according to its design, at its expense and under its direction and supervision.
- 4.2** Client shall indemnify and hold harmless Supplier against third-party claims that the property and/or database rights of a third party are being infringed through performance of the Agreement or in connection therewith, insofar as such infringement concerns designs, goods or software that Client made available to Supplier.
- 4.3** If parties hold different opinions about intellectual property rights attached to works within the meaning of clause 1, the rights shall be deemed to be vested in Supplier, barring Client's proof to the contrary.

TERM AND TERMINATION OF AGREEMENT

- 5.1** Unless otherwise agreed in the Agreement, the Agreement shall be for the term of the work commissioned by Client.
- 5.2** If the Agreement stipulates a period of Secondment for the Seconded, the Agreement shall end automatically on expiry of that period, without further notice. The term of the agreement may be extended, provided that a written extension request is submitted to Supplier at least four weeks before the expiry date. If Supplier states in writing within four weeks of the postmarked date of the aforementioned request that the extension shall apply once only, it shall not be possible to obtain any further extension.

CONTINUITY/AVAILABILITY

- 6.1** The Seconded, Consultant or Project Manager shall be entitled to an uninterrupted holiday of at least 3 (three) weeks at least once each calendar year. Arrangements for holidays and other free days or hours shall be agreed in constructive consultation between Client and Supplier.
- 6.2** During planned holidays, other free days and (short) sick leave of the Seconded, Consultant or Project Manager, Supplier shall not deploy a replacement employee to continue the work, unless explicitly otherwise agreed in the Agreement.
- 6.3** Supplier shall select the Seconded, Consultant or Project Manager who shall be assigned to perform the work under the Agreement. If possible Supplier shall take into account preferences expressed by Client.
- 6.4** Supplier shall endeavour to ensure that the Seconded, Consultant or Project Manager remains available throughout the term of the Agreement. Replacement of the Seconded, Consultant or Project Manager shall take place after consultation with Client in all instances.
- 6.5** The familiarisation period of a new Seconded, Consultant or Project Manager shall be 3 (three) Working Days at most. Unless otherwise agreed, the costs involved shall not be charged.
- 6.6** Client shall have the right to request replacement of the Seconded, Consultant or Project Manager if it informs Supplier in writing within 10 (ten) calendar days of the start of the contracted work that the Seconded, Consultant or Project Manager demonstrably fails to meet the agreed quality requirements. The Supplier shall meet such a request as soon as possible. A request within the meaning of this article 6.6 shall not suspend Client's obligations of pay for work performed by the Seconded, Consultant or Project Manager who is to be replaced.
- 6.7** If sick leave of the Seconded, Consultant or Project Manager lasts longer than 20 (twenty) Working Days, Supplier shall provide a suitable replacement as soon as possible. Holidays or leave of the Seconded, Consultant or Project Manager shall be agreed in consultation with Client.

LIABILITY

- 7.1** Supplier shall not be liable for the work (of the results thereof) performed under Client's direction and supervision.
- 7.2** Supplier shall not be liable for damage incurred by Client or third parties through use of recommendations given by a Consultant or Project Manager.
- 7.3** Client shall be fully liable to Supplier and to the Seconded, Consultant or Project Manager for Client's failure to fulfil its obligations under the Agreement, unless Client proves that it met the obligations or that the damage was caused in large measure by a deliberate act or conscious recklessness by the Seconded, Consultant or Project Manager. If the Seconded, Consultant or Project Manager seeks recourse to the courts to hold Supplier liable for such damage at law, Client shall explicitly indemnify and hold harmless Supplier against any claim lodged by the Seconded, Consultant or Project Manager.
- 7.4** Without prejudice to the liability provisions of the General Conditions of Delivery, Supplier shall be liable solely for demonstrable and imputable deficiencies in the work performed by the Seconded, Consultant or Project Manager, insofar as they resulted from Supplier's failure to exercise the due care, expertise and proficiency that may be expected in performance of the work.

REMITTANCE OF SOCIAL SECURITY CONTRIBUTIONS AND PAYROLL TAX

- 8.1** Supplier shall punctually remit the payroll tax and social security contributions owed for the Seconded(s) in connection with the Agreement under the laws of the country where Supplier is established.
- 8.2** Supplier shall indemnify and hold harmless Client against all claims made by tax and social security authorities concerning taxes and social security contributions owed for the Secondment under the laws of the country where Supplier is established.
- 8.3** At Client's first request Supplier shall submit to Client a statement issued by the tax authority and/or by the authority that implements social security laws that shows the remitted payroll tax and social security contributions.
- 8.4** If desired by Client but not more than once per quarter, Supplier shall provide Client at Client's expense with a report prepared and signed by a chartered accountant that shows, for each Seconded, the status and degree of fulfilment of obligations towards tax and/or social security authorities that arose in the periods specified in the request.

COOPERATION BY CLIENT

- 9.1** The Seconded, Consultant or Project Manager shall have access at all times to the premises and rooms where the work must be performed.
- 9.2** The Seconded, Consultant or Project Manager shall comply with stipulations and conditions made known by Client in writing concerning access and security measures, provided that Client disclosed the stipulations and conditions to Supplier before commencement of the work and that the measures are reasonable.
- 9.3** Supplier reserves the right to suspend the provision of service for such time as in its opinion circumstances at the place of work pose safety or health risks to the Seconded, Consultant or Project Manager.
- 9.4** Client shall fully comply with all legal obligations concerning working conditions with regard to the Seconded, Consultant or Project Manager present at its premises.
- 9.5** For the term of the Agreement and if needed, Client shall provide a workstation for the Seconded, Consultant or Project Manager.

PROCEDURES AND WORKING ARRANGEMENTS

- 10.1** The work of the Seconded, Consultant or Project Manager at the premises of Client shall be performed during Office Hours on Working Days and shall exclude travelling time. Overtime shall be worked insofar as agreed between Supplier and Client.
- 10.2** The Seconded, Consultant or Project Manager shall work in accordance with the known guidelines of Client and the company rules applicable at the workstation, provided that Client disclosed them properly to the Seconded and Supplier before commencement of the work.
- 10.3** If agreed that the Consultancy and/or Project Management services shall be provided in phases, Supplier shall have the right to postpone commencement of services that form part of a subsequent phase until Client has accepted in writing the results of the preceding phase.
- 10.4** During performance of Consultancy or Project Management services, Supplier shall be bound to follow Client's timely and responsible instructions only insofar as explicitly agreed in writing. Supplier shall not be obliged to follow instructions that alter the content or scale of the agreed service provisioning, but if such instructions are followed Client shall pay for the work concerned.