

Capital Programme

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ORIGINAL

Date
13 April 2017
Version
1.0

C5200 – Engineering Advisor
Annex M – Reserve Consultant
Agreement

Perform today. Create tomorrow.

Schiphol

RESERVE CONSULTANT AGREEMENT

for

C5200 Engineering Advisor

between SNBV

and

[Reserve Consultant]

THE UNDERSIGNED

The private company with limited liability **Schiphol Nederland B.V.**, with its registered office at Evert van de Beekstraat 202 (1118 CP), Schiphol, The Netherlands, listed in the commercial register of the Dutch Chamber of Commerce and Industry under number 34166584, duly represented by its managing director **Royal Schiphol Group N.V.**, duly represented by Mrs B. I. Otto, Chief Operations Officer and Mrs. J. T. M. van der Meijs, Chief Financial Officer;

(hereinafter referred to as "SNBV"),

and

[*Reserve Consultant*], with its registered offices at [*address, city, country*] listed in the commercial register under number [*•*], duly represented by [*name*], [*position*];

(hereinafter referred to as the "Reserve Consultant",

jointly referred to as the "Parties"

WHEREAS:

- a) SNBV has for the purpose of **C5200 Engineering Advisor** held a European tendering procedure for the award of a professional services agreement in accordance with the Dutch Public Procurement Act 2012 (*Aanbestedingswet 2012*) and the Dutch Tendering Regulations for the Utilities Sectors 2016 (*Aanbestedingsreglement Nutssectoren 2016*);
- b) SNBV has awarded the Appointment to [*Consultant*], hereinafter referred to as the "Winning Consultant", for the duration of the Project (approximately 7 years) commencing on [*date*], with an option to extend the Services;
- c) Based on its Proposal dated [..], the Reserve Consultant did not submit the Most Economically Advantageous Proposal, but has ranked second in the ranking order as a result of which, after the Winning Consultant, the Reserve Consultant is eligible to be awarded the assignment;
- d) Taking the above under c) into account, SNBV and the Reserve Consultant hereby enter into this agreement, hereinafter referred to as the "Reserve Consultant Agreement".

HAVE AGREED AS FOLLOWS:

1. Duration and entry into force

- 1.1 This Reserve Consultant Agreement will be in force for a period of 3 years, commencing on 2017 and ending on2020. The Reserve Consultant Agreement is only converted to a final agreement for services of

C5200 Engineering Advisor if the appointment between SNBV and the Winning Consultant is terminated prematurely.

- 1.2 SNBV shall determine, at its sole discretion, whether it will make use of this Reserve Consultant Agreement and enter into an agreement with the Reserve Consultant.
- 1.3 If the Reserve Consultant Agreement is used and the appointment between SNBV and the Winning Consultant is prematurely terminated, an agreement may be entered into between SNBV and the Reserve Consultant for the remaining duration of the contract period of the original appointment between SNBV and Winning Consultant which shall, amongst others, be based on the Tender dossier and the Reserve Consultant's Proposal.
- 1.4 The Reserve Consultant shall keep its Proposal open and valid during the Reserve Consultant Agreement. The price adjustments and indexations stipulated in the Tender dossier may, in consultation with and upon approval from SNBV, be implemented when the new agreement enters into force.

2. Conditions

- 2.1 General conditions and/or other (specific) conditions of the Reserve Consultant or any third party engaged by the Reserve Consultant for the purpose of the assignment, do not apply to this Reserve Consultant Agreement and/or any assignments arising from it.
- 2.2 If the provisions of this Reserve Consultant Agreement are relied upon, the provisions and conditions included in the agreement with the Winning Consultant, i.e. the agreement resulting from the tendering procedure, shall apply in full to the new agreement with the Reserve Consultant.

3. Applicable law and competent court

- 3.1 Dutch law shall apply to this Reserve Consultant Agreement and to all disputes arising out of or relating to it.
- 3.2 The competent court in the district of Amsterdam shall have exclusive jurisdiction as to any dispute between the Parties regarding this Reserve Consultant Agreement.

SIGNED : **Schiphol Nederland**
by **BV**

SIGNED : **[company name]**
by

Signature :

Signature :

Name : B. I. Otto
Position : Chief Operating
Officer

Name : [name]
Position : [position]

Date :

Date :

Signature :

Signature :

Name : J. T. M. van der Meijs
Position : Chief Financial Officer
Date :

Name : [name]
Position : [position]
Date :