

# ICT~Office Terms and Conditions

## Module 9 Advice, consultancy and project management

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### 1. Applicability

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides services in the field of consultancy, the provision of advice and project management.
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### 2. Services

- 2.1 The Supplier shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 2.2 The term of an assignment shall depend on a number of factors and circumstances, such as the Supplier's efforts, the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Except where agreed otherwise in writing, the Supplier shall therefore not wish to commit to a specific assignment term in advance.
- 2.3 If it has been agreed that the service will be provided in stages, the Supplier shall be entitled to delay the start of the services associated with a stage until such time as the Client has approved the results of the previous stage in writing.
- 2.4 The Supplier shall only be obliged to follow timely and well-founded instructions issued by the Client during the performance of the service if this has been agreed in writing. The Supplier shall not be obliged to follow instructions that change or extend the content or scope of the agreed service. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with the Supplier's standard rates.
- 2.5 Even if the agreement for the provision of services has been entered into with a view to implementation by a specific individual, the Supplier shall at all times be entitled to replace this individual with one or more

other individuals with the same qualifications following consultation with the Client.

- 2.6 The employees to be deployed by the Supplier shall hold the qualifications agreed in writing with the Client.
- 2.7 If the Supplier is providing services on the basis of information to be provided by the Client, this information shall be prepared by the Client in accordance with the conditions to be imposed by the Supplier and provided at the risk and expense of the Client. The Client shall at all times guarantee that all materials, information, software, procedures and instructions that it makes available to the Supplier for the purpose of providing the services is accurate and complete and that all data media issued to the Supplier meet the Supplier's specifications.
- 2.8 The Supplier's service shall only be performed and the schedules and activities shall be based on the assumption that, except where explicitly agreed otherwise with the Client, the Supplier shall carry out the work during the Supplier's standard working days and times.
- 2.9 Except where agreed otherwise in writing, the use made by the Client of advice issued by the Supplier shall in all cases be at the Client's risk and expense.
- 2.10 Where applicable, the burden of proving that the service and the results of the service provided by the Supplier do not conform to the agreements made in writing or to what may be expected from a reasonably acting and competent Supplier shall lie solely with the Client, without prejudice to the Supplier's right to furnish evidence to the contrary by any means.

### 3. Reporting

- 3.1 The Supplier shall periodically inform the Client in the manner agreed in writing with regard to the implementation of the work via the contact person designated by the Client. The Client shall notify the Supplier in advance of any circumstances that affect or may affect the Supplier, such as the method of reporting, the issues that the Client wishes to focus on, the Client's priorities, the availability of the Client's resources and personnel, special facts and circumstances and facts and circumstances of which the Supplier may not be aware. The Client shall be responsible for the further distribution and examination of the information provided by the Supplier within the Client's organisation and shall assess this information partly on the basis of this and notify the Supplier accordingly.



- 3.2 If an employee deployed by the Supplier forms part of a project or steering group which also includes one or more individuals designated by the Client, the provision of information shall take place in the manner prescribed for the project or steering group. Decisions reached within a project or steering group with this composition shall only have a binding effect on the Supplier if the decision-making process takes place subject to due observance of the agreements reached between the parties in writing or, if no agreements have been made in this regard, if the Supplier has accepted the decisions in writing. The Supplier shall under no circumstances be obliged to accept a decision that it deems to be incompatible with the content of the agreement between the parties. The Client shall guarantee that the individuals it designates to form part of a project or steering group that also includes the Supplier's employees are authorised to take decisions that will have a binding effect on the Client.
- 3.3 In connection with the continuity of the work, the Client shall designate a contact or contacts who will act in this capacity for the duration of the Supplier's activities. The Client's contacts shall have the necessary experience, specific relevant knowledge and an insight into the Client's desired objectives.
- 3.4 The Client shall not be entitled to provide third parties with information on the Supplier's working procedures, methods and techniques and/or the content of advice or reports issued by the Supplier without the Supplier's prior written consent. The Client shall not provide the Supplier's advice or reports to third parties or otherwise disclose these.

#### **4. Payment**

- 4.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the services provided by the Supplier shall in each case be payable in arrears each calendar month.
- 4.2 Except where agreed otherwise, the Supplier shall provide an insight into the work carried out, time spent and costs incurred on behalf of the Client in accordance with the Supplier's standard procedures.

