

**Agreement No.J.....
relating to the provision of AutoCAD drawing management services at the EPO's
premises at The Hague, the Netherlands**

This Agreement is made between

The European Patent Organisation, which has its seat at Bob-van-Bentham-Platz 1,
D-80469 Munich, Germany, acting through the European Patent Office,

hereinafter referred to as

"the EPO", and

, which has its head office at

....., (registered in the commercial register..... under No.),

represented by

hereinafter referred to as "the

Consultant" hereinafter collectively

referred to as "the Parties".

Preamble:

The EPO concludes this Agreement with the Consultants for the provision of AutoCAD drawing management services at the EPO's premises The Hague, the Netherlands divided into 3 lots:

Lot 1: CAD technician/draughtsman:

Lot 2: Electrical and mechanical technician (Nordined application/StabiCAD) and

Lot 3: Technical Project Coordinator

Parties declare to have agreed upon the following:

The Parties assess that prior to the drawing up of this Agreement the contents thereof have been mutually agreed and that the DNR 2011 (in English) in combination with the Conditions governing the relations between the EPO and Consultants DNR 2011 with appendices ("CEPOC DNR 2011"), hereinafter collectively referred to as General Conditions of Contract (Annex 1), as a whole apply to this Agreement.

Subject Matter of the Agreement

This Agreement entitles the EPO to obtain from the Consultant consultancy services and deliverables relating thereto (hereinafter referred to as "Consultancy Services") in accordance with the terms of this Agreement.

The Parties declare that they regard this Agreement as a consultancy agreement ('Overeenkomst van opdracht') as referred to in Book 7, Title 7 of the Dutch Civil Code.

The Consultancy Services are defined in the Technical Conditions.

Commissioning and duration

- 2.1 The Consultancy Services shall be considered as commissioned upon signature of the Agreement by the Parties.

The Agreement shall commence on 1 January 2021 and has a fixed term of 3 (three) years until 31 December 2023 with 2 optional extensions of 12 (twelve) months each.

3. Price

- 3.1 Having regard to the provisions concerning the Consultancy Costs in this Agreement and as further specified in the Consultant's Bid (Annex 5), the Consultancy Costs shall be paid monthly by the EPO to the Consultant on the basis of effective days spent at the EPO and the daily rates set out in Annex 5, the Consultant's Bid (Offer Form). The overall price of Consultancy Costs shall be in accordance with Annex 5 and including travel and accommodation expenses.
- 3.3 The daily rates serving as basis for calculation and verification of the commissioning of the Consultancy Services are set out in Annex 5, the Consultant's Bid (Offer Form).

4. Travel and accommodation expenses

- 4.1 Travel and accommodation expenses shall be reimbursed only if specified in a Commission Form in relation to specific situations to be approved by the EPO, in which case the Consultant is entitled to reimbursement of expenses for:

- travel
- accommodation expenses up to a maximum of EUR 120 per night, including breakfast taxes and charges,

but not for journeys between (the Consultant's domicile) and Rijswijk, The Netherlands.

- 4.2 In the case of travel by rail, the EPO shall reimburse the cost of a first class rail ticket (including the cost of a seat reservation and/or compulsory supplement) for the shortest standard route. In the case of travel by air, the EPO shall reimburse the cost of an economy class ticket which allows a rebooking possibility (also against a fee) for the shortest standard route. Expenses relating to travel between the railway station or the airport, as the case may be, and the location where the services are to be carried out shall not exceed the costs of public transport between those two points (in general, the costs of a taxi will not be reimbursed). Copies of original receipts for travel and accommodation expenses must be produced together with the Consultant's invoice. Normal travel expenses within the urban area of the location where the services have to be carried out shall not be reimbursed.

No other expenses shall be paid by the EPO.

5. Payments

- 5.1 The Contractor may invoice the EPO on a monthly basis in accordance to the agreed daily rate, after the consultancy service in question has been completed and accepted.
- 5.2 Any payment shall be made on the basis of invoices in English. Invoices shall contain a detailed and auditable account (i.e. signed monthly hour report) and any value added tax (VAT) shall be shown separately.
- 5.3 Any invoice of the Consultant shall at least state the following details:
- (a) date of issue;
 - (b) invoice number;
 - (c) Agreement number and where applicable the number of the respective Commission Form;
 - (d) Purchase Order (PO) number
 - (e) name and address of the Consultant;
 - (f) bank account of the Consultant, with SEPA and BIC;

The Contractor shall send its invoices in electronic form (PDF only, min. quality 300 dpi) directly and only to accounts-payable@epo.org

On no account is more than one version of the same invoice to be sent unless specifically requested by the EPO.

The EPO may refuse to handle invoices that do not meet these requirements and return them to the Contractor.

6. Scope of work, representation

- 6.1 The Consultancy Services are described in the Technical Conditions (Annex 2).
- 6.2 The Consultant shall not be authorised to represent the EPO towards Third Parties for any act that will bind the EPO unless the EPO has given a prior specific and written permission.

7. Incompatible activities, personal interest

- 7.1 The Consultant carrying out activities under this Agreement shall refrain from any activity which is incompatible with activities under this Agreement. In the event of a breach of this obligation, the EPO may terminate this Agreement.
- 7.2 The Consultant is not allowed to transfer its personnel engaged in the performance of this Agreement to another assignment (of whatever nature), without the prior written consent of the EPO
- 7.3 The provisions of this Article shall equally apply to any parent or affiliated company of the Consultant and, in the event of a merger or acquisition, to the entities resulting from such merger or acquisition.
- 7.4 The obligations following from Article 7.1 and 7.3 shall survive the expiration or termination of this Agreement.

11. Final Provisions

- 11.1 The Consultant has concluded a professional liability insurance to cover his liability resulting from this Agreement. As evidence that this insurance has been taken out the Consultant produces a copy of the insurance policy within two weeks after signature of this Agreement.
- 11.2 Disputes resulting from this Agreement shall be settled by means of arbitration according to the provisions under the General Conditions of Contract (Article 58.1 of CEPOC DNR 2011).
- 11.3 Unless specified otherwise, deviations from any of the applicable conditions for the Agreement are only valid if confirmed in writing by both parties.
- 11.4 Nothing in this Agreement shall affect the privileges and immunities enjoyed by the EPO pursuant to the Protocol on Privileges and Immunities (see General Conditions of Contract, CEPOC DNR 2011 Appendix D).
- 11.5 The EPO shall have the right to submit the Consultant's personnel engaged in the performance of this Agreement to a screening procedure. The Consultant shall contractually oblige all personnel foreseen to be involved in the performance of this Agreement to accept and cooperate with the screening procedures applied by the EPO at the time the respective member of the Consultant's personnel starts being engaged in the performance of Consultancy Services under this Agreement. Whenever necessary, the Consultant shall support its personnel in obtaining the relevant authorisations and documents for the screening procedure. All costs incurred by the Consultant and/or his personnel with respect to the screening, including but not limited to costs of providing the required documents or supporting the screening process shall be borne by the Consultant.

12. Annexes

- 12.1 The following Annexes form an integral part of this Agreement and are listed in order of precedence in case of conflict:
- Annex 1 General Conditions of Contract
(based on the DNR2011, first revision, July 2013)
 - Annex 2 Technical Conditions
 - Annex 3 Extract from the Consultant's Bid dated
 - Annex 4 EPO House rules TH
 - Annex 5 Health & Safety Policy
- 12.2 In case of conflict between the Annexes and this Agreement, the provisions of this Agreement prevail.

The European Patent Organisation

A.C. Ruiz Eckstein,
Chief Procurement Officer

Munich,