



SERVICE CONTRACT

RailNetEurope, represented by Joachim Kroll, Secretary General and Harald Reisinger, Chief information Officer, ('RNE')

on the one part, and

.....[Full official name]

.....[Official legal form]

.....[Statutory registration number]

.....[Full official address]

.....[VAT registration number]

[appointed as the leader of the group by the members of the group that submitted the Joint tender]

(collectively 'the Contractor'), represented for the purposes of the signature of this contract by *[forename, surname, function of legal representative and name of company in the case of a joint tender]*,

on the other part,

HAVE AGREED

to the conditions of this service contract and the following annexes:

Annex I – Tender specifications

Annex II – Contractor's tender (last and final offer dated 2023)

which form an integral part of this contract ('the Contract').

This Contract sets out the obligations of the parties during and after the duration of this Contract.

All documents issued by the Contractor (end-user agreements, general terms and

conditions, terms of use, etc.) except its tender are held inapplicable. In all circumstances, in the event of contradiction between this Contract and documents issued by the Contractor, this Contract prevails, regardless of any provision to the contrary in the Contractor's documents.

1. DEFINITIONS

For the purpose of this contract, the following definitions (indicated in *italics* in the text) apply:

'Breach of obligations': failure by the contractor to fulfil one or more of its contractual obligations.

'Confidential information or document': any information or document received by either party from the other or accessed by either party in the context of the *performance of the contract*, that any of the parties has identified in writing as confidential. It may not include information that is publicly available;

'Creator': means any natural person who contributes to the production of the *result*;

'Force majeure': any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the contract. The situation or event shall not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and shall prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, officially declared pandemics, strikes and financial difficulties may not be invoked as *force majeure*, unless they stem directly from a relevant case of *force majeure*;

'Formal notification' (or 'formally notify'): form of communication between the parties made in writing by mail or e-mail, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

'Joint tender': in the event of a joint tender submitted by a group of economic operators and where the group does not have legal personality or legal capacity, one member of the group is appointed as a leader of the group.

'Grave professional misconduct': a violation of applicable laws or regulations or ethical standards of the profession to which a contractor or a related person belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of the contractor or a related person which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.

'Notification' (or 'notify'): form of communication between the parties made in writing including by electronic means;

'Performance of the contract': the execution of tasks and delivery of the purchased services by the Contractor to RNE;

'Personnel': persons employed directly or indirectly or contracted by the Contractor

to perform the contract;

'Pre-existing material': any material, document, technology or know-how which exists prior to the Contractor using it for the production of a *result* in the *performance of the contract*;

'Pre-existing right': any industrial and intellectual property right on *pre-existing material*; it may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the *creator*, RNE as well as to any other third parties;

'Professional conflicting interest': a situation in which the Contractor's previous or ongoing professional activities affect its capacity to perform the contract to an appropriate quality standard.

'Related person': any natural or legal person who is a member of the administrative, management or supervisory body of the Contractor, or who has powers of representation, decision or control with regard to the Contractor;

'Result': any intended outcome of the *performance of the contract*, whatever its form or nature. A *result* may be further defined in this contract as a deliverable. A *result* may, in addition to newly created materials produced specifically for RNE by the Contractor or at its request, also include *pre-existing materials*;

2. ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in this contract, the following rules shall be applied:

- (a) The provisions set out in this Contract take precedence over those in the annexes.
- (b) The provisions set out in the tender specifications take precedence over those in the tender.

3. SUBJECT MATTER

The subject matter of the contract is to provide a Feasibility study for applying socio-economic criteria in case of capacity shortages.

4. ENTRY INTO FORCE AND DURATION

4.1 This Contract enters into force on the date on which the last party signs it.

4.2 The duration of the performance of the contract is 12 months after signing the contract.

5. PRICE

The price payable under this contract including all travel arrangements and other expenditures is EUR

Price is fixed price, and it is not subject to revision or indexation during the duration of this Contract.

6. DELIVERABLES AND PAYMENT ARRANGEMENTS

6.1. Delivery timeline and payments

1. The contractor (or leader in the case of a Joint tender) may claim interim payments in accordance with the following table:

Delivery timeline in 2023/24		
Deliverable	Timing	Payment
Inception report	23 rd calendar week 2023	10%
1 st intermediate report (4 months after concluding contract)	36 th calendar week 2023	10%
2 nd intermediate report (8 months after concluding contract)	52 nd calendar week 2023	20%
Feasibility study	15 th calendar week 2024	40%
Final report	17 th calendar week 2024	20%

2. The Contractor (or leader in the case of a Joint tender) shall send by e-mail an invoice in paper format for the respective interim payment to RNE.

3. RNE shall approve any submitted deliverables and pay within 30 days from receipt of the invoice.

6.2. Disclaimer

Payment of the invoices and approval of deliverables does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

7. BANK ACCOUNT

Payments shall be made to the Contractor's (or leader's in the case of a Joint tender) bank account denominated in euro, identified as follows:

Name of bank:

Full address of branch:

Exact denomination of account holder:

Full account number including bank

codes: IBAN code:

8. PERFORMANCE OF THE CONTRACT

- 8.1 The Contractor shall provide services of high-quality standards, in accordance with the state of the art in the industry and the provisions of this Contract, in particular the tender specifications and the terms of its tender.
- 8.2 The Contractor shall comply with the minimum requirements provided for in the tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, Austrian law and collective agreements.
- 8.3 The Contractor shall obtain any permit or licence required in the State where the services are to be provided.
- 8.4 All periods specified in this Contract are calculated in calendar days, unless otherwise specified.
- 8.5 The Contractor shall not present itself as a representative of RNE and shall inform third parties that it is not part of RNE bodies, boards, groups, or the Joint Office in Vienna.
- 8.6 The Contractor is responsible for the *personnel* who carry out the services and exercises its authority over its *personnel* without interference by RNE. The Contractor shall inform its *personnel* that:
- they may not accept any direct instructions from RNE; and
 - their participation in providing the services does not result in any employment or contractual relationship with RNE.
- 8.7 The Contractor shall ensure that the *personnel* performing this Contract and any future replacement *personnel* possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the selection criteria set out in the tender specifications.
- 8.8 The Contractor shall record and report to RNE any problem that affects its ability to provide the services. The report shall describe the problem, state when it started and what action the Contractor is taking to resolve it.
- 8.9 The Contractor shall immediately inform RNE of any changes in the exclusion situations as declared, according to Article 249(1) of Austrian Federal Public Procurement Act (Bundesgesetz über die Vergabe von Aufträgen - Bundesvergabegesetz 2018)

9. COMMUNICATION BETWEEN THE PARTIES AND CONTACT DETAILS

9.1 Form and means of communication

- Any communication of information, notices or documents under this Contract shall:
- (a) be made in writing in paper or electronic format in the language of this contract;
 - (b) bear the contract's date;
 - (c) be made using the relevant communication details set out in Article 9.3; and
 - (d) be sent by mail or e-mail.

The Parties agree that any communication made by e-mail has full legal effect and is admissible as evidence in judicial proceedings.

9.2 Date of communications by mail and e-mail

Any communication is deemed to have been made when the receiving party receives it, unless this contract refers to the date when the communication was sent.

E-mail is deemed to have been received by the receiving party on the day of dispatch of that e-mail, provided that it is sent to the e-mail address indicated in Article 9.3. The sending party shall be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it shall make every effort to ensure that the other party actually receives the communication by e-mail or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to RNE is deemed to have been received by RNE on the date on which its reception desk registers it.

Formal notifications are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

9.3 Communication details

For the purpose of this contract, communications shall be sent to the following addresses:

RNE:

RailNetEurope
Jakov-Lind-Straße 5, Austria Campus 3
1020 Vienna
Austria

Phone: +43 1 907 62 72 00
E-mail: mailbox@rne.eu

Communication related to financial matters and invoices shall be sent by e-mail to financials@rne.eu.

Contractor (or leader in the case of a Joint tender):

[..... Full name]
[..... Function]
[..... Company name]
[..... Full official address]

Phone:
E-mail:

10. LIABILITY

- 10.1 RNE is not liable for any damage or loss caused by the Contractor, including any damage or loss to third parties during or as a consequence of performance of this Contract.
- 10.2 The Contractor is liable for any loss or damage caused to RNE during or as a consequence of performance of this Contract, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of this Contract. However, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or of its personnel or subcontractors, as well as in the case of an action brought against RNE by a third party for breach of its intellectual property rights, the Contractor is liable for the whole amount of the damage or loss.
- 10.3 If a third party brings any action against RNE in connection with the performance of this contract, including any action for alleged breach of intellectual property rights, the Contractor shall assist RNE in the legal proceedings, including by intervening in support of RNE upon request. If RNE's liability towards the third party is established and that such liability is caused by the Contractor during or as a consequence of the performance of this contract, Article 10.3 applies.
- 10.4 If the Contractor is composed of two or more economic operators (i.e., who submitted a joint tender), they are all jointly and severally liable to RNE for the performance of the contract.
- 10.5 RNE is not liable for any loss or damage caused to the Contractor during or as a consequence of performance of this contract, unless the loss or damage was caused by wilful misconduct or gross negligence of RNE.

11. CONFIDENTIALITY

- 11.1 RNE and the Contractor shall treat with confidentiality any information or documents, in any format, disclosed in writing or orally relating to the performance of this contract and identified in writing as confidential.
- 11.2 Each party shall:
- (a) not use *confidential information or documents* for any purpose other than to perform its obligations under this contract without the prior written agreement of the other party;
 - (b) ensure the protection of such *confidential information or documents* with the same level of protection as its own *confidential information* and in any case with due diligence;
 - (c) not disclose, directly or indirectly, *confidential information or documents* to third parties without the prior written agreement of the other party.

11.3 The confidentiality obligations set out in this Article are binding on RNE and the Contractor during the performance of this Contract and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligation;
- (c) the applicable law requires the disclosure of the *confidential information or documents*.

11.4 The Contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of this Contract, a commitment that they will comply with this Article 11. At the request of RNE, the Contractor shall provide a document providing evidence of this commitment.

12. PROCESSING OF PERSONAL DATA

12.1 Processing of personal data by RNE

Any personal data included in or relating to this contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by RNE as a data controller.

Should the Contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data protection officer of RNE at dpo@rne.eu.

Details concerning the processing of personal data are available in the privacy policy of RNE available at <https://rne.eu/legal-notice>.

12.2 Processing of personal data by the Contractor

The processing of personal data by the Contractor shall meet the requirements of Regulation (EU) 2018/1725 and be processed solely for the purposes set out by RNE.

The Contractor may act only on documented written instructions and under the supervision of RNE, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The Contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of this Contract. The Contractor shall ensure that personnel authorised to process personal data has committed itself to confidentiality or is under appropriate statutory obligation of confidentiality in accordance with the provisions of Article 11.

The Contractor shall maintain a record of all data processing operations carried on behalf of RNE, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The purpose of the processing of personal data by the Contractor are international rail freight/passenger and analysing the information from and opinions of different stakeholder groups and ensuring a geographical balance during the feasibility study.

The localisation of and access to the personal data processed by the Contractor shall comply with the following:

- i. the personal data shall only be processed within the territory of the European Union and the European Economic Area as well as Switzerland and the United Kingdom and will not leave that territory;
- ii. the data shall only be held in data centres located with the territory of the European Union and the European Economic Area as well as Switzerland and the United Kingdom;
- iii. access to data may be given on a need-to-know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data;
- iv. the contractor may not change the location of data processing without the prior written authorisation of RNE;
- v. any transfer of personal data under the contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2018/1725.

13. SUBCONTRACTING

13.1 The Contractor shall not subcontract and have the contract performed by third parties beyond the third parties already mentioned in its tender without prior written authorisation from RNE.

13.2 Even if RNE authorises subcontracting, the Contractor remains bound by its contractual obligations and is solely responsible for the *performance of this contract*.

13.3 The Contractor shall ensure that the subcontract does not affect the rights of the RNE under this contract, particularly those under Articles 11 and 14.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 Ownership of the rights in the results

RNE acquires irrevocably worldwide ownership of the *results* and of all intellectual property rights on the newly created materials produced specifically for RNE under this contract and incorporated in the *results*, without prejudice however to the rules applying to *pre-existing rights on pre-existing materials*, as per Article 14.2.

The intellectual property rights so acquired include any rights, such as copyright and

other intellectual or industrial property rights, to any of the *results* and in all technological solutions and information created or produced by the contractor or by its subcontractor in *in performance of the contract*. RNE may exploit and use the acquired rights as stipulated in this contract. RNE acquires all the rights as from the moment the Contractor has created the *results*. The payment of the price includes any fees payable to the contractor about the acquisition of ownership of rights by RNE including for all modes of exploitation and of use of the *results*.

14.2 Licensing rights on pre-existing materials

RNE does not acquire ownership of *pre-existing rights* under this contract.

If any, the Contractor licenses the *pre-existing rights* on a royalty-free, non-exclusive and irrevocable basis to RNE, which may use the *pre-existing materials* for all the modes of exploitation set out in this Contract. Unless otherwise agreed, the licence is non-transferable and cannot be sub-licensed, except as provided hereafter:

(a) the *pre-existing rights* can be sub-licensed by RNE to its members and entities working for it or cooperating with it, including contractors and subcontractors;

(b) if the *result* is a "document" such as a report or a study, and it is meant to be published, the existence of *pre-existing materials* in the *result* may not prevent the publication of the document, its translation or its 'reuse', it being understood however that the 'reuse' may only be made of the *result* as a whole and not of the *pre-existing materials* taken separately from the *result*,

All *pre-existing rights* are licensed to RNE from the moment the *results* are delivered and approved by RNE.

The licensing of *pre-existing rights* to RNE under this contract covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in this contract is deemed to also include any fees payable to the contractor in relation to the licensing of *pre-existing rights* to the Union, including for all forms of exploitation and of use of the *results*.

Where implementation of this contract requires that the Contractor uses pre-existing materials belonging to RNE, RNE may request that the Contractor signs an adequate licence agreement. Such use by the Contractor will not entail any transfer of rights to the Contractor and is limited to the needs of this Contract.

14.3 Exclusive rights

In accordance with Article 15.1 RNE acquires the following exclusive rights: reproduction; communication to the public; distribution; rental; adaptation; translation; the right to license to third parties any of the exclusive rights or of the modes of exploitation set out in this contract.

The Contractor warrants that the exclusive rights and the modes of exploitation may be exercised by RNE on all parts of the *results*, be it via a transfer of ownership of the rights, on those parts which were specifically created by the contractor, or via a licence of the pre-existing rights, on those parts consisting of *pre-existing materials*.

Where *pre-existing materials* are inserted in the *results*, RNE may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the *results*, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to RNE. In such case, the Contractor will have to clearly inform RNE before making such choice and RNE has the right to refuse it.

15. EXPLOITATION OF THE RESULTS OF THE CONTRACT

15.1 Detailed list of modes of exploitation of the results

In accordance with Article 14.3 whereby RNE acquires ownership of the *results* as defined in this contract, including the tender specifications, these *results* may be used for any of the following modes of exploitation:

- (a) use for its own purposes:
 - making available to the staff of RNE and RNE members;
 - making available to the persons and entities working for RNE or cooperating with it, including contractors, subcontractors whether legal or natural persons;
 - installing, uploading, processing;
 - arranging, compiling, combining, retrieving;
 - copying, reproducing in whole or in part and in unlimited number of copies.]
- (b) distribution to the public in hard copies, in electronic or digital format, on the internet including social networks as a downloadable or non-downloadable file;
- (c) communication through press information services;
- (d) inclusion in widely accessible databases or indexes, such as via 'open access' or 'open data' portals, or similar repositories, whether freely accessible or accessible only upon subscription;
- (e) modifications by RNE or by a third party in the name of RNE, including:
 - shortening;
 - summarising;
 - modifying the content, the dimensions;
 - making technical changes to the content (necessary correction of technical errors), adding new parts or functionalities, changing functionalities, providing third parties with additional information concerning the result (e.g. source code) with a view to making modifications;
 - addition of new elements, paragraphs, titles, leads, bolds, legend, table of

content, summary, graphics, subtitles, sound;

- addition of metadata, for text and data-mining purposes; addition of right-management information; addition of technological protection measures;
- preparation in audio form, preparation as a presentation, animation, pictograms story, slideshow, public presentation;
- extracting a part or dividing into parts;
- incorporating, including by cropping and cutting, the *results* or parts thereof in other works, such as on websites and webpages;
- translating, inserting subtitles, dubbing in different language versions:
 - English, French, German;
 - all official languages of EU;
 - languages used within EU;

(f) rights to authorise or license the modes of exploitation set out in any of the points (a) to (f) to third parties, provided however that this does not apply to *pre-existing rights* and *pre-existing materials*, if they are only licensed to RNE, except as envisaged in Art. 14.2;

(g) other adaptations which the parties may later agree; in such case, the following rules apply: RNE consult the Contractor. If necessary, the Contractor shall in turn seek the agreement of any *creator* or other right holder and shall reply to RNE within one month by providing its agreement, including any suggestions of modifications, free of charge. The Contractor may refuse the intended modification only if a *creator* can demonstrate that the intended modification may harm his/her honour or reputation, thereby violating his/her moral rights.

The list above is in addition to whatever rights already accrue to RNE on the basis of existing exceptions in the applicable legislation, such as the copyright exception to ensure the proper performance or reporting of administrative proceedings, in cases where such exceptions apply.

15.2 Licence or transfer of pre-existing rights

All *pre-existing rights* incorporated in the *results*, if any, are licensed to RNE as set out in Art. 14.2.

15.3 Provision of list of pre-existing rights and documentary evidence

The Contractor shall provide RNE with a list of *pre-existing rights* as set out in Art. 14.4 together with the invoice for payment of the balance at the latest.

15.4 Quotation of works in the result

In the *result*, the Contractor shall clearly point out all quotations of existing works. The complete reference should include as appropriate, the following: name of the author, title of the work, date and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the

origin to easily be identified.

16. FORCE MAJEURE

- 16.1** If a party is affected by *force majeure*, it shall immediately *notify* the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.
- 16.2** A party is not liable for any delay or failure to perform its obligations under the contract if that delay or failure is a *result* of *force majeure*. If the Contractor is unable to fulfil its contractual obligations owing to *force majeure*, it has the right to remuneration only for the services actually provided.
- 16.3** The parties shall take all necessary measures to limit any damage due to *force majeure*.

17. CONTRACTUAL PENALTIES

- 17.1** The contractual penalties are limited to a total of 30% of the net amount of this Contract and are due regardless of culpability.

More detailed provisions are described below for the contractual penalty for late delivery. If the Contractor is in breach of other contractual obligations, RNE is entitled to demand a contractual penalty of 0.5% of the net amount of this Contract per breach and per calendar day begun.

- 17.2** If the Contractor fails to perform its contractual obligations within the applicable time limits set out in this contract, a contractual penalty of up to 0.5 % of the net amount of this Contract falls due for each calendar day begun but this penalty is not allowed to exceed a total of 25% of the net contract amount.
- 17.3** The enforcement of the contractual penalty for late delivery or for being in breach of other contractual obligations shall not prevent RNE from claiming damages above and beyond those penalties or imposing a reduction in price under the conditions laid down in Art. 18.

18. REDUCTION IN PRICE

If the Contractor fails to provide the service in accordance with this contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the tender specifications ('low quality delivery'), RNE may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low-quality delivery. This includes in particular cases where RNE cannot approve a *result*, report or deliverable as defined in Article 6 after the Contractor has submitted the required additional information, correction or new version.

A reduction in price may be imposed together with contractual penalty for late delivery as agreed in Art. 17.2.

19. TERMINATION OF THE CONTRACT

19.1 Grounds for termination by RNE

RNE may terminate the contract in the following circumstances:

- (a) if provision of the services under this contract has not actually started within 30 days of the scheduled date and RNE considers that the new date proposed, if any, unacceptable;
- (b) if the Contractor is unable, through its own fault, to obtain any permit or licence required for *performance of the contract*;
- (c) if the Contractor does not perform the contract in accordance with the tender specifications or is in breach of another substantial contractual obligation;
- (d) if the procedure for awarding this Contract or the *performance of the contract* prove to have been subject to *breach of obligations*;
- (e) if the Contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, Austrian law and collective agreements;
- (f) if a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the *performance of the contract* or substantially modify the conditions under which the contract was initially awarded;
- (g) in the event of *force majeure*, where either resuming implementation is impossible or the necessary ensuing amendments to the contract would mean that the tender specifications are no longer fulfilled or result in unequal treatment of tenderers or contractors;
- (h) if the contractor is in breach of the data protection obligations resulting from Art. 12.2;
- (i) if the contractor does not comply with the applicable data protection obligations resulting from Regulation (EU) 2016/679.

19.2 Grounds for termination by the Contractor

The Contractor may terminate the contract if RNE fails to comply with its obligations, in particular the obligation to provide the information needed for the Contractor to perform this Contract as provided for in the tender specifications.

19.3 Procedure and effect of termination

A party shall *formally notify* the other party of the termination of the contract and the grounds for termination.

The termination takes effect on the day following the date on which the party receives *notification* of termination.

The Contractor is liable for damage incurred by RNE as a result of the termination of this contract, including the additional cost of appointing and contracting another contractor to provide or complete the services, except if the damage is a result of a termination in accordance with Art. 19.1(j) or Art. 19.2. RNE may claim compensation for such damage.

The contractor is not entitled to compensation for any loss resulting from the termination of the contract, including loss of anticipated profits, unless the loss was caused by the situation specified in Art. 19.2.

The Contractor shall take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days of the date of termination, the Contractor shall submit any report, deliverable or *result* and any invoice required for services that were provided before the date of termination.

20. SEVERABILITY

Each provision of this contract is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it shall be severed from the remainder of this Contract. This does not affect the legality, validity or enforceability of any other provisions of this Contract, which continue in full force and effect. The illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the Parties under the illegal, invalid or unenforceable provision. The replacement of such a provision shall be made in accordance with Article 13. The contract shall be interpreted as if it had contained the substitute provision as from its entry into force.

21. AMENDMENTS

21.1 Any amendment to this Contract shall be made in writing before all contractual obligations have been fulfilled.

21.2 Any amendment shall not make changes to this Contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers.

22. ASSIGNMENT

The Contractor shall not assign the rights and obligations arising from this Contract to third parties. Any right or obligation assigned by the Contractor is not enforceable against RNE.

23. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

23.1 The contract is governed by the law of Austria.

23.2 The courts of Vienna, Austria have exclusive jurisdiction over any dispute regarding the interpretation, application or validity of the contract.

SIGNATURES

For RNE:

Done at [place], [date]

Joachim Kroll
Secretary General

Harald Reisinger
Chief Information Officer

In duplicate in English.

For the Contractor:

Done at [place], [date]

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