

ICT purchasing conditions of Stichting Van Gogh Museum ('the Van Gogh Museum Foundation'), established in Amsterdam

1. Definitions

1.1. In these ICT purchasing conditions, the following terms are defined as stated below:

- (a) Acceptance: the formal approval by the Van Gogh Museum of the ICT Goods and Services, or components thereof;
- (b) General Terms and Conditions: the general purchasing conditions of the Van Gogh Museum;
- (c) Escrow: all undisclosed information that the Van Gogh Museum reasonably needs for error recovery, maintenance and administration of the standard software so that it can continue to make the agreed use of it;
- (d) Defect: any malfunction and/or other fault as a result of which the ICT Goods and Services are not suitable for the agreed use, or the failure in another way of the ICT Goods and Services to function properly;
- (e) Right of Use: the right on the basis of which the Van Gogh Museum is authorized to use the ICT Goods and Services;
- (f) Hosting: the provision of the ICT Goods and Services to the Van Gogh Museum by the ICT Supplier by means of technologies for remote communication. This will also be considered to include, though not exclusively, SAAS products or services and cloud services and cloud storage;
- (g) ICT Supplier: the party that performs services for the Van Gogh Museum, provides a Right of Use or supplies products and/or services to the Van Gogh Museum or has agreed with the Van Gogh Museum to do so;
- (h) ICT Environment: the entire ICT infrastructure of the Van Gogh Museum within which the ICT Goods and Services are implemented;
- (i) ICT Goods and Services: all products (including Rights of Use) and/or services in the field of ICT that are supplied or offered to the Van Gogh Museum by the ICT Supplier and which are further specified in the Agreement. A product is also defined as a component that forms a part of a greater whole, such as a module of a programme;
- (j) ICT Conditions: these ICT purchasing conditions of the Van Gogh Museum;
- (k) Implementation: the entirety of actions and activities that are necessary in order to be able to take all components of the ICT Goods and Services into use, separately and in combination, such that all users from the Van Gogh Museum can work with them in accordance with the agreed use. These will include in any event, though not exclusively, the conversion, the creation of the connections necessary for the use, and the acceptance test;
- (l) Maintenance: the activities to be carried out by the ICT Supplier with the aim of the repair and/or improvement of the ICT Goods and Services;
- (m) Agreement: all agreements between the Van Gogh Museum and the ICT Supplier concerning the performance of services or the provision of products, and all legal and other actions connected with these matters, as well as these ICT Purchasing Conditions, which together with the General Terms and Conditions form an inextricable part of the Agreement;

- (n) Personnel: the employees and/or ancillary staff to be deployed by the parties in the implementation of the Agreement;
- (o) Specific ICT Goods and Services: ICT Goods and Services that have been developed solely for the Van Gogh Museum and/or have come about under the direction and supervision of the Van Gogh Museum, and of which the Van Gogh Museum has paid the development costs;
- (p) Update: a subsequent version of the ICT Goods and Services in which Defects are remedied and/or the working of the ICT Goods and Services has been improved in another way;
- (q) Upgrade: a subsequent version of the ICT Goods and Services with substantially new or altered functionalities, whether or not released under another name;
- (r) Van Gogh Museum: the Van Gogh Museum Foundation, formerly Rijksmuseum Vincent van Gogh / Rijksmuseum H.W. Mesdag.

2. Applicability

- 2.1. These ICT Conditions form an integral part of the General Purchasing Conditions of the Van Gogh Museum, and are only applicable to the ICT Goods and Services. In the event of inconsistency between the General Terms and Conditions and the ICT Conditions, the provisions of the ICT Conditions will prevail.
- 2.2. These ICT Conditions are applicable to all requests, tenders, offers, orders, purchase orders, order confirmations, agreements and other legal actions in connection with the performance of services or the provision of products by the Supplier to the Van Gogh Museum, as well as all legal and other actions connected with these matters (hereinafter also referred to as offers and orders).
- 2.3. Deviations from and/or amendments to these ICT Conditions can only be agreed between the parties expressly and in writing.
- 2.4. ICT Conditions of the supplier, however named, are expressly rejected and are therefore inapplicable.
- 2.5. In the event that the content of the Agreement deviates from the content of these ICT Conditions, the content of the Agreement will prevail.

3. Duty of inquiry and disclosure

- 3.1. To determine the intended use of the ICT Goods and Services by the Van Gogh Museum, the ICT Supplier has sufficiently informed itself of:
 - a. the objectives in connection with which the Van Gogh Museum is entering into the Agreement;
 - b. the organization and ICT Environment of the Van Gogh Museum, insofar as this is significant for the Agreement.
- 3.2. In the performance of the duty of inquiry and disclosure stated in article 3.1 the ICT Supplier has also formed an opinion concerning the feasibility of the ICT Goods and Services within the framework indicated by the Van Gogh Museum.
- 3.3. The Van Gogh Museum has provided the ICT Supplier with sufficient information in view of the provisions of article 3.1. On request the Van Gogh Museum will provide the ICT Supplier with additional information, insofar as this is not of a confidential nature and must be reasonably considered to be relevant for the implementation of the Agreement. In case of uncertainty the ICT Supplier will make further inquiries of the Van Gogh Museum in a timely manner.

3.4. The parties will keep each other informed of developments and changes that are or could be of significance for the implementation of the Agreement.

4. Guarantees

4.1. In respect of the ICT Goods and Services the ICT Supplier guarantees, in addition to the provisions article 7 of the General Terms and Conditions, that:

- I. the ICT Goods and Services will also fulfil the provisions of this article in the case of peak loads;
- II. the ICT Goods and Services have the agreed characteristics and are suitable for the agreed use;
- III. the ICT Goods and Services can be used without adaptations;
- IV. the ICT Goods and Services are and will remain fully compatible in combination with the existing ICT Environment of the Van Gogh Museum;
- V. the ICT Goods and Services do not contain any security measures, functions or elements that do not form a part of the ICT Goods and Services (such as logic bombs, viruses and worms) other than those stated in the documentation;
- VI. new versions and updates of the ICT Goods and Services will be regularly issued;
- VII. the ICT Goods and Services are in compliance with and (in the event of Maintenance) will continue to be in compliance with the relevant legislation and regulations;
- VIII. the possibility of delivery exists at a reasonable price of (comparable, interchangeable and functionally equivalent) parts, components and expansions as these are available (and/or announced) at the time of the signature of the Agreement.

4.2. The Van Gogh Museum is authorized but not obliged to take the new versions and updates of the ICT Goods and Services into use.

4.3. The ICT Supplier guarantees that the quality and capability of one or more third parties engaged by it at least correspond to those of the ICT Supplier, as well as that it will adhere to all other guarantees that are usual in the ICT Supplier's sector and that may be adhered to by a competent and diligent ICT Supplier under the given circumstances with the observance of normal vigilance and with a normal level of expertise and a normal manner of professional practice.

4.4. Notwithstanding the provisions of article 4.1, the ICT Supplier guarantees that for a period of 12 months after Acceptance, Defects in the ICT Goods and Services and/or the ICT Environment will be remedied at the ICT Supplier's expense. If defects arise in the ICT Goods and Services and/or the ICT Environment within a period of 12 months after Acceptance (or the guarantee period applied by the ICT Supplier if this is longer) or it becomes apparent that the ICT Goods and Services do not comply with the provisions of article 7 of the General Terms and Conditions and article 4.1, then the ICT Supplier will repair or replace the ICT Goods and Services and/or the ICT Environment as quickly as possible, at its own expense, at the Van Gogh Museum's first request but no later than within two weeks, without prejudice to the other rights accruing to the Van Gogh Museum by virtue of the Agreement, or another maintenance or other agreement arising from it, or the law.

4.5. If the ICT Goods and Services are replaced in accordance with this article, a new period of 12 months will begin.

4.6. If temporary solutions are applied for the repair of Defects, then the ICT Supplier will replace these with a definitive solution as quickly as possible.

4.7. If the ICT Supplier is of the opinion that the Van Gogh Museum cannot invoke the provisions of the guarantee because a non-working function or a non-working component does not form a part of the guaranteed features as described in the Agreement, or because a Defect could be attributed to a cause that could not be imputed to the ICT Supplier, then the burden of proof in this respect lies with the ICT Supplier.

4.8. The ICT Supplier guarantees that it can maintain the ICT Goods and Services up to a minimum of five years after Acceptance.

4.9. If the ICT Supplier does not comply with its obligation to repair Defects in good time, then the Van Gogh Museum is entitled, without prejudice to its further rights, to remedy these Defects itself or have them remedied by a third party, following notification in writing, at the expense of the ICT Supplier. The ICT Supplier is obliged to grant its cooperation with this. In such an event the ICT Supplier is obliged to provide the information necessary for this at the Van Gogh Museum's first request.

5. Documentation

5.1. The ICT Supplier will supply the Van Gogh Museum with adequate and comprehensible documentation in respect of the ICT Goods and Services. This documentation must be drawn up in the Dutch language, must give an accurate, complete and detailed description of the ICT Goods and Services and their functions, and must enable the users of the ICT Environment to test the ICT Goods and Services or have them tested, as well as to maintain them or have them maintained, and to make use of all possibilities of the ICT Goods and Services in a simple manner. The documentation must be provided previously to or at the same time as the delivery of the ICT Goods and Services or the test versions thereof.

5.2. The ICT Supplier will ensure that the documentation supplied by it will be replaced, amended or adapted as soon as possible if it becomes apparent at any time during the use of the ICT Goods and Services by the Van Gogh Museum that the documentation contains inaccurate information or is otherwise incomplete, inadequate, unclear or outdated.

5.3. The Van Gogh Museum may reproduce, amend or publish documentation for use within the organization, without a further remuneration for this being payable, provided that the applicable copyright statements etc. are applied to it.

6. Delivery, implementation/installation and Acceptance

6.1. The ICT Supplier will deliver the ICT Goods and Services to the Van Gogh Museum in accordance with the time schedule stated in the Agreement, with the issue of a certificate of receipt. Unless the Van Gogh Museum explicitly states that it will do this itself, the implementation and/or installation will take place in accordance with the time schedule specified in the Agreement. The ICT Supplier will ensure that the ICT Goods and Services will be implemented and/or installed in conjunction with the ICT Environment already present at the Van Gogh Museum. As part of the implementation and/or installation the ICT Supplier will carry out an internal operational test, which has the object of the ICT Supplier establishing for itself that the ICT Goods and Services function properly, both in terms of their separate components and as a whole (hereinafter referred to as the 'Acceptance Test'). Once the implementation and/or installation is completed in the opinion of the parties, a certificate of implementation and/or installation will be drawn up and signed by the parties. This certificate does not affect the provisions of the Agreement and the General Terms and Conditions concerning Acceptance and the guarantee. Unless agreed otherwise in writing, the Acceptance Test will be prepared by the ICT Supplier and offered to the Van Gogh Museum within 14 days of the delivery and completion of the implementation and/or installation. The Acceptance Test concerns all components of the ICT Goods and Services. The Van Gogh Museum can impose further conditions on the acceptance procedure in the Agreement.

Immediately after the Acceptance Test, a report in which any Defects shown by the ICT Goods and Services are specified will be drawn up and signed by the parties. These Defects will be remedied by the ICT Supplier within a period of a maximum of two weeks, at the ICT Supplier's expense. After this a second Acceptance Test will be performed. If the ICT Goods and Services are again rejected by the Van Gogh Museum, then the Van Gogh Museum can terminate the Agreement with immediate effect

and/or demand compensation, without any notice of default to this effect being required, without prejudice to its right to nevertheless demand full compliance.

Acceptance of the ICT Goods and Services takes place at the moment that the Van Gogh Museum has approved the software or implementation.

- 6.2. Minor defects that reasonably do not prevent the taking into use of the ICT Goods and Services and/or the ICT Environment, in the opinion of the Van Gogh Museum, will not prevent Acceptance, notwithstanding the obligation of the ICT Supplier to repair these defects as quickly as possible and free of charge. Acceptance of the ICT Goods and Services does not affect the other rights of the Van Gogh Museum.
- 6.3. If the ICT Goods and Services consist of hardware, the ownership of this hardware will be transferred to the Van Gogh Museum following Acceptance by the Van Gogh Museum in accordance with the provisions of this article.
- 6.4. The Van Gogh Museum is not obliged to make any payment to the ICT Supplier before Acceptance has taken place. Payments that are made prior to Acceptance take place under the suspensory condition of Acceptance.

7. Threatened delay

- 7.1. If the implementation of the Agreement and/or the delivery of the ICT Goods and Services is threatened with delay, the ICT Supplier will notify the Van Gogh Museum of this immediately, stating the cause and consequences thereof. The ICT Supplier will also propose measures to the Van Gogh Museum to prevent any delay, or further delay, or to limit it as much as possible.
- 7.2. As soon as possible after the receipt of the notification referred to in article 7.1, the Van Gogh Museum will inform the ICT Supplier of whether or not it consents to the proposed measure. Consent does not entail that the Van Gogh Museum acknowledges the cause of the threatened delay, and does not affect its rights in relation to the ICT Supplier.

8. Access to data and authorizations

Conditions that must be met and procedures that must be followed in order to gain access to the network of the Van Gogh Museum apply to the ICT Supplier. A copy of the 'Protocol for Access to the VGM Network for ICT Suppliers' is attached to these ICT Purchasing Conditions as Appendix 1.

9. Hosting

- 9.1. In addition to the provisions of these ICT Purchasing Conditions, the provisions of this article also apply in the case of Hosting.
- 9.2. The ICT Supplier will provide all necessary details that are needed to actually make use of the ICT Goods and Services, such as URLs and login details, to the Van Gogh Museum.
- 9.3. The ICT Supplier is not entitled to suspend the Hosting, except insofar as continuation cannot reasonably be required. Non-payment on one occasion alone does not in itself justify this.
- 9.4. The Van Gogh Museum itself is fully responsible at all times for the use that it makes of the Hosting and for the data that it stores, calls up, distributes and otherwise uses by means of the Hosting.
- 9.5. If and insofar as indications or suspicions exist that the data processed by means of the Hosting are unlawful in relation to third parties, the ICT Supplier will inform the Van Gogh Museum of this as soon as possible.

- 9.6. The ICT Supplier will not delete the data in question without prior consultation with the Van Gogh Museum, unless the data is so evidently unlawful and the urgency of the situation is such that prior consultation with the Van Gogh Museum cannot be awaited.
- 9.7. In divergence from the provisions of article 13.5, the ICT Supplier will provide Updates and Upgrades in the case of Hosting.
- 9.8. The right to refuse to take Updates and/or Upgrades into use as referred to in article 13.4 is not applicable in the case of generic Hosting that is offered to multiple customers by the ICT Supplier, unless determined otherwise in the Agreement.
- 9.9. In view of the great dependence of the ICT Supplier, as well as the continuity risk in the event of incidents and emergencies (such as bankruptcy) that exists in the case of Hosting, the ICT Supplier declares forthwith and in advance that it is prepared to make additional agreements with the Van Gogh Museum in order to reduce the abovementioned risks.
- 9.10. The additional agreements referred to in the foregoing paragraph can consist of, among other things:
- i. Making agreements on the periodic return or supply to a third party of the data processed by the ICT Supplier ('data escrow');
 - ii. Entering into an agreement with a third party to the end that the third party in question is severally bound to or guarantees compliance with the Agreement;
 - iii. Entering into an agreement, such as a tripartite agreement, with a third party with the purpose that the third party in question gains possession, continuously or otherwise, of all necessary details in order to be able to implement all or part of the ICT Goods and Services in the Agreement in the place of the ICT Supplier, whether or not on the basis of a new agreement.

10. Intellectual property rights

- 10.1. Notwithstanding the provisions of article 6 of the General Terms and Conditions, if the intellectual property rights on the ICT Goods and Services and/or other comparable rights rest with the ICT Supplier or third parties, the ICT Supplier undertakes to automatically and immediately grant the Van Gogh Museum a non-exclusive user licence or sub-licence for an indefinite period, or arrange for such a licence to be granted, without the Van Gogh Museum being liable to pay the ICT Supplier additional costs for this.
- 10.2. In divergence from the provisions of article 10.1 of these ICT Conditions, all intellectual property rights and/or other comparable rights on specific ICT Goods and Services, including software, the source code and the materials and documentation needed for the use and the Maintenance, rest with the Van Gogh Museum. This also applies to all foreseen and unforeseen intellectual property rights that may be created in the future or are acquired by the ICT Supplier, including but not limited to creation or acquisition by means of the expansion, improvement and amendment of the Software, as well as all authorities that the law ascribes or will ascribe to these rights, insofar as these rest or will rest with the ICT Supplier. These rights will be transferred to the Van Gogh Museum by virtue of these ICT Conditions and/or the confirmation of the order (in advance insofar as is necessary). Insofar as a further deed is required for this transfer, at the Van Gogh Museum's first request the ICT Supplier will sign such a deed and carry out all actions that are necessary to bring about the transfer of the rights to the Van Gogh Museum and, where relevant, the registration of such rights in the name of the Van Gogh Museum. If this concerns a work to be produced in the future that is delivered in advance, then the ownership rights will be transferred to the Van Gogh Museum without any further act of transfer being required for this.

- 10.3. Insofar as any intellectual property rights are not transferable from the ICT Supplier to the Van Gogh Museum, and/or insofar as the law does not permit transfer, the ICT Supplier hereby grants the Van Gogh Museum the exclusive, cost-free, worldwide, perpetual, irrevocable, non-cancellable and sub-licensable right to use these intellectual property rights in the broadest possible sense. If the ICT Supplier does not itself possess the intellectual property rights, then it will report this explicitly and in good time before the Agreement is entered into, whereby the ICT Supplier guarantees that it has or will acquire the authorization from the holder of the rights to grant the licence described above.
- 10.4. In the case of Specific ICT Goods and Services the ICT Supplier will waive, on its own behalf and on behalf of its Personnel, insofar as legally possible, any personality rights accruing to it. The ICT Supplier guarantees that all third parties involved with the ICT Goods and Services that do not have an employment relationship with the ICT Supplier have transferred all intellectual property rights connected with the ICT Goods and Services to the ICT Supplier. If this is not the case, the ICT Supplier undertakes to ensure that these intellectual property rights will nevertheless be transferred to it.
- 10.5. The ICT Supplier guarantees that the rights referred to in this article are transferred free and unencumbered, that it is independently entitled to them, and that the use by the Van Gogh Museum of the products or services supplied by the ICT Supplier does not infringe the rights of third parties.
- 10.6. Unless agreed otherwise by the parties, the ICT Supplier will refrain from in any way using, exploiting, or allowing to be exploited by third parties, or in any other way publishing or reproducing the ICT Goods and Services other than as is strictly necessary for the implementation of the ICT Goods and Services and/or the direct or indirect registration of or application for legal protection in respect of the abovementioned intellectual property rights or derived rights.
- 10.7. Unless agreed otherwise by the parties, the ICT Supplier will provide the Van Gogh Museum with the source code concerning the ICT Goods and Services developed for the Van Gogh Museum at the time of the first version of the ICT Goods and Services being offered for Acceptance, or on the Van Gogh Museum's first request. If alterations in the said ICT Goods and Services lead to alterations in the source code, then the altered source code will be provided to the Van Gogh Museum. The ownership of the carrier of the source code will be automatically transferred to the Van Gogh Museum at the time of provision to the Van Gogh Museum.
- 10.8. The Van Gogh Museum is authorized to make a number of back-up copies of software supplied by the ICT Supplier. If it is not able to do so as a result of security measures, then the ICT Supplier will provide it with a number of back-up copies, free of charge, on first request.
- 10.9. Insofar as the ICT Supplier wishes to make use of open source software within the ICT Goods and Services, it will first submit this to the Van Gogh Museum for approval. The Van Gogh Museum can require the ICT Supplier to investigate the quality of the open source software, the related rights and obligations and the possible consequences of the use thereof within the ICT Goods and Services. The ICT Supplier guarantees that the ICT Goods and Services neither wholly nor partly infringe any intellectual property rights, personality rights or any comparable rights of third parties.
- 10.10. In addition to the indemnification stated in article 10.12 of the General Terms and Conditions, in the event that the use of the ICT Goods and Services supplied to the Van Gogh Museum is prohibited in connection with an infringement of the intellectual property rights and/or other comparable rights of third parties, at the discretion of the Van Gogh Museum the ICT Supplier will as soon as possible and at its own expense:
- a) acquire a right of use of the ICT Goods and Services concerned for the Van Gogh Museum, or if this is not possible;
 - b) adapt the ICT Goods and Services in question in such a way that no further infringement is made of the rights of third parties, or if this is not possible;

- c) replace the ICT Goods and Services with equivalent ICT Goods and Services with at least the same functionality, which do not infringe the rights of third parties, or if this is not possible;
- d) take back the ICT Goods and Services, with the repayment of all the costs paid for the ICT Goods and Services and the implementation thereof, without prejudice to the other rights of the Van Gogh Museum, including the right to terminate the Agreement and the right to (additional) compensation.

- 10.11. Insofar as the Van Gogh Museum has not acquired the intellectual property rights and/or other comparable rights on the ICT Goods and Services in accordance with the Agreement, then the Van Gogh Museum is entitled to continue to use the ICT Goods and Services on the termination of the Agreement on the basis of the acquired licence, unless it has been established in law that the Van Gogh Museum has attributably failed to comply with its obligations under the Agreement.
- 10.12. The ICT Supplier indemnifies the Van Gogh Museum against all actual or threatened claims of third parties in respect of any infringement of intellectual property rights and/or other comparable rights of those third parties.
- 10.13. The ICT Supplier is liable for all damage suffered by the Van Gogh Museum and/or third parties arising from or connected with compliance with this article or a shortcoming therein.

11. Escrow

- 11.1. The Van Gogh Museum has an entitlement at all times that the ICT Supplier provides for Escrow, even if this was not initially agreed.
- 11.2. Escrow will be in compliance with that which is customary in this respect in the Dutch market at the time of entering into the Agreement.
- 11.3. If Escrow forms a part of the Agreement, the ICT Supplier will provide the Van Gogh Museum with proof showing that the Escrow fulfils the provisions in this respect in the Agreement, or the ICT Supplier will ensure with appropriate haste that such facility is provided.
- 11.4. If Escrow does not form a part of the Agreement, the Van Gogh Museum is also entitled to subsequently require that such an arrangement is nevertheless entered into, and/or it may at any time enter into an Escrow agreement as referred to in 11.2. Reasonable costs connected with this will be borne by the Van Gogh Museum.

12. Support and Maintenance

- 12.1. The ICT Supplier will familiarize the Van Gogh Museum and its users of the ICT Goods and Services with the use of the ICT Goods and Services. This support will be given by experts, who are competent and suitable for this purpose and possess knowledge concerning the specific implementation performed. During the term of the Agreement the ICT Supplier is also willing and able to give training to the Personnel of the Van Gogh Museum in the use of the ICT Goods and Services under conditions and for fees to be further agreed at that time.
- 12.2. The ICT Supplier declares that it is prepared, at the Van Gogh Museum's first request, to maintain the ICT Goods and Services, and to this end to enter into a maintenance agreement with the Van Gogh Museum. At the Van Gogh Museum's request the parties will hold consultations on entering into one or more service level agreements (SLAs), in which concrete performances (service levels) in respect of the ICT Goods and Services and the maintenance to be carried out will be established, and in which sanctions are stated in respect of the non-achievement of the agreed service levels. Any measures that are stipulated in the SLAs will not affect the other rights of the Van Gogh Museum, including its right to recover any damage suffered by it.

- 12.3. If and insofar as no further agreements (maintenance agreements or SLAs as referred to in the foregoing paragraph) have been made, then the conditions for maintenance stated in article 12.4 apply as minimum standards for Maintenance.
- 12.4. The Maintenance will at least include providing support for use, keeping the ICT Goods and Services in operation and taking appropriate preventive measures in order to facilitate the functioning of the ICT Goods and Services for the duration of the Agreement in accordance with the Agreement, detecting and remedying malfunctions and defects as quickly as possible, continually complying with relevant legislation and regulations in a timely manner, altering the ICT Goods and Services with the written permission of the Van Gogh Museum in order to increase their reliability, altering functions or adding new functions and/or solving problems in the use thereof, and/or regularly issuing new versions and releases of the ICT Goods and Services. The Van Gogh Museum is not obliged to always implement the latest versions or releases (Updates and Upgrades) of the supplied ICT Goods and Services. The non-implementation of the latest versions or releases will not affect the obligations concerning the ICT Supplier stated in this article.
- 12.5. On the request of the Van Gogh Museum the ICT Supplier will attend to the Implementation of Updates and Upgrades, for a payment to be further agreed.
- 12.6. The time of the performance of Maintenance will be determined in mutual consultation. The basic principle hereby is that Maintenance will take place in such a way that it causes the least possible disruption to the operational processes of the Van Gogh Museum. Maintenance that has or could have a disruptive effect on the operational processes of the Van Gogh Museum will be announced well in advance in writing.
- 12.7. Any payment obligation in respect of Maintenance, if agreed in the Agreement, will in any event only become applicable after the expiry of the guarantee period.
- 12.8. If no further maintenance agreement has been entered into, then the Van Gogh Museum, notwithstanding the provisions of article 12.4, is entitled to carry out the maintenance activities in respect of the ICT Goods and Services itself, or to have them carried out by a third party. The ICT Supplier will unconditionally grant its cooperation with this, among other ways by providing the necessary information and resources. This article is not applicable to SaaS services or products.
- 12.9. If no maintenance agreement is agreed upon in the SLAs, then in the context of Maintenance the ICT Supplier will in any event be contactable on working days between 8 AM and 6 PM.

13. Security

- 13.1. If on the basis of the Agreement or due to the nature of the ICT Goods and Services the ICT Supplier is obliged to provide any form of information protection, then this protection will comply with the specifications concerning security that have been agreed between the parties in writing. If no explicitly described method of protection is included in the Agreement, then the ICT Supplier will take appropriate technical and organizational measures, taking due account of the most current state of the technology.
- 13.2. Insofar as the ICT Goods and Services are implemented at the Van Gogh Museum, the ICT Supplier will instruct its Personnel to adhere to the security procedures and company rules stated by the Van Gogh Museum. These will include, among other things but not exclusively, the 'Protocol for Access to the VGM Network for ICT Suppliers' referred to in article 8.

14. Insurance

In addition to the provisions of article 17 of the General Terms and Conditions, the ICT Supplier will in any event insure itself in respect of risks in the fields of information security and privacy.

15. Exit

- 15.1. If the Agreement is terminated for any reason whatsoever, also prematurely, then at the Van Gogh Museum's first request the ICT Supplier will do all that is reasonably necessary in order to ensure that a new party or the Van Gogh Museum itself can continue to use and/or implement the ICT Goods and Services without hindrance. The ICT Supplier will also immediately return to the Van Gogh Museum all documents, books, papers and other goods (including data and information carriers) provided to it by the Van Gogh Museum, as well as all data in a format to be specified by the Van Gogh Museum. On the Van Gogh Museum's first request the parties will draw up an exit plan in which further guidelines in respect of an exit are described.
- 15.2. The ICT Supplier will provide the services referred to in article 15.1 in return for the fees and in accordance with the conditions specified in the Agreement, or in the absence of which in return for the fees generally charged by the ICT Supplier and in accordance with conditions to be further agreed. The services referred to in article 15.1 will be provided free of charge if the Agreement is dissolved or otherwise terminated due to an attributable shortcoming of the ICT Supplier.

16. Final provisions

- 16.1. The Dutch-language text of these ICT Purchasing Conditions forms the only authentic text. In the event of discrepancy between the Dutch-language text and a translation into another language, the Dutch-language text will prevail.
- 16.2. The invalidity of a provision of the Agreement and/or of these ICT Purchasing Conditions will have no consequences for the validity of the other provisions of the Agreement and these ICT Purchasing Conditions. If and insofar as a provision of the Agreement and/or of these ICT Purchasing Conditions may be invalid, or unacceptable under the given circumstances according to the standards of reasonableness and fairness, then the parties will hold consultations concerning a provision that is valid or acceptable. If the parties cannot reach agreement within two weeks of the abovementioned consultations, then the Van Gogh Museum can terminate the Agreement in accordance with the provisions of article 12 of the General Terms and Conditions.

Appendix 1 Protocol for Access to the VGM Network for ICT Suppliers

Protocol for Access to the VGM Network for ICT Suppliers

Brief description of this protocol

This protocol describes:

- the conditions that must be met
- the procedure that must be followed

in order to give third parties access to the Van Gogh Museum (VGM) Infrastructure.

The protocol relates to the following activities for the VGM or VGME:

1. Remote activities (on-premise)
2. On-site activities
3. Cloud services (IaaS, PaaS)

The protocol is not applicable to SaaS services and projects.

The following apply:

- Confidentiality statement
The supplier must sign a confidentiality statement for the VGM or VGME at the start of the activities. The client will supply this form. The confidentiality statement will be attached as an appendix to the signed protocol.
- Certificate of good conduct (VOG)
The supplier must provide a valid certificate of good conduct (*Verklaring Omtrent Gedrag - VOG*). This certificate will be attached as an appendix to the signed protocol.
- Engagement of third parties
The supplier will represent the third parties engaged by it as if this concerned its own actions or omissions. The supplier guarantees that third parties engaged by it will adhere to the VGM code of conduct and the protocol for suppliers.

1. Remote Activities (on-premise)

- Depending on the impact of a change on a business-critical process, the change must always first be tested in the test environment in consultation with VGM System Management.
- The activities must be restricted to the issued assignment.
- All changes (activities) that are not stated in the TOPdesk call must always be discussed and approved in advance in consultation with the client and VGM System Management.
- Remote activities may only be carried out during office hours, unless agreed otherwise with VGM System Management or in the event of a malfunction.
- In principal no activities may be carried out by the supplier on Fridays, Saturdays, Sundays or public holidays unless agreed otherwise with VGM System Management or in the event of a malfunction. Remote access to VGM Servers is only via the supplier portals and with a VGM token code. The client will provide the application form, available from the ICT Helpdesk.

- The supplier is responsible for the secure storage of its login details in a Password Manager, and must ensure the periodic change of the passwords at least every three months.
- Remote access to VGM Servers may only be from a secure network. Connection from 3G and public networks is not permitted.
- Own devices must comply with the basic security requirements (up-to-date OS patches, virus scan and firewall).
- It is not permitted to install software or updates on the VGM servers unless in consultation with the client and VGM System Management.
- It is not permitted to make a connection with a modality other than that provided for the repair assignment.
- No data of VGM or VGME may be copied to own devices or to external media without the permission of the data owner and in consultation with VGM System Management.
- It is not permitted to use the VGM infrastructure as a demonstration environment for third parties without the permission of VGM System Management.

2. On-Site Activities

- Depending on the impact of a change on a business-critical process, testing must always first be carried out in the test environment.
- The activities must be restricted to the issued assignment.
- All changes (activities) that are not stated in the Topdesk call must always be discussed and approved in advance in consultation with the client and VGM System Management.
- On-site activities may only be carried out during office hours, unless agreed otherwise with VGM System Administration or in the event of a malfunction.
- In principal no activities may be carried out by the supplier on Fridays, Saturdays, Sundays or public holidays unless agreed otherwise with VGM System Management or in the event of a malfunction.
- It is not permitted to install software or updates on the VGM servers unless in consultation with the owner and VGM System Management.
- Own devices must comply with the basic security requirements (up-to-date OS patches, virus scan and firewall).
- The supplier may not use a UTP cable to its device without the permission of VGM System Management.
- No data of VGM or VGME may be copied to own devices or to external media without the permission of the client of the data and in consultation with VGM System Management.
- No own devices (AP, Router, Switch, cameras, printers etc.) may be connected to the VGM network without consultation with VGM System Management.
- It is strictly forbidden to visit suspect websites via the VGM network.
- It is not permitted to use the VGM infrastructure as a demonstration environment for third parties without the permission of VGM System Management.

3. Cloud services (IaaS, PaaS)

- Depending on the impact of a change on a business-critical process, testing must always first be carried out in the Dev environment.
- The activities must be restricted to the issued assignment.
- All changes (activities) that are not stated in the TOPdesk call must always be discussed and approved in advance in consultation with the client and VGM System Management.

- Work on Cloud services may only be carried out during office hours, unless agreed otherwise or in the event of a malfunction.
- In principal no activities may be carried out by the supplier on Fridays, Saturdays, Sundays or public holidays unless agreed otherwise with VGM System Management or in the event of a malfunction.
- Access only with MFA.
- Access to resources never with owner privileges unless this is necessary, in consultation with VGM System Management.
- Just-In-Time access unless agreed otherwise in consultation with the System Manager.
- Access restriction to the supplier's IP address. The supplier must state the IP addresses that will be logged in from to VGM System Management.
- Remote access to VGM Azure Portal is only permitted from a secure network. Connection from 3G or public networks is not permitted.
- Own devices must comply with the basic security requirements (up-to-date OS patches, virus scan and firewall).
- No data of VGM or VGME may be copied to own devices or to external media without the permission of the client of the data and in consultation with VGM System Management.
- The activation of resources or the creation of subscriptions must be in consultation with the client and VGM System Management, in connection with cost control.
- For the activation of new resources always implement Azure-Advisor and apply all possible critical recommendations.
- It is not permitted to use the VGM infrastructure as a demonstration environment for third parties without the permission of VGM System Management.

Contact details during working hours from 8:30 AM to 5:30 PM:

- helpdesk@vangoghmuseum.nl
- +31 (0)20 5705932

Contact details outside of working hours, at weekends and on public holidays:

- *In consultation with ICT and the client*