

Europol Public Information

smooth manner, at no cost and at the least disturbance for Europol. The *Contractor* is responsible for any delay in performance from the replacement of *Personnel* in accordance with this Article.

Article II-5

Liability

1. If one of the parties fails to discharge its contractual obligations, the other party may place it in default by sending a notice of default. The notice of default must be given as *Formal notification*, and the defaulting party will be given a reasonable period of time in which to discharge its obligations. Failure to comply with the obligation(s) by the strict deadline indicated in the notice of default triggers the defaulting party's liability under the *Framework Contract*.
2. Notwithstanding the preceding, the defaulting party shall be deemed to be immediately in default, if it is in a situation of permanent impossibility to perform its contractual obligations or if in the intervening time since the notice was sent, it became clear there is no objective prospect of it discharging the contractual obligations in question within the time limit stipulated in the notice.
3. A notice of default is not required:
 - i. if the time limit by which the agreed services should have been performed and/or the agreed goods should have been delivered has been extended prior to its expiry by means of a written addendum to the *Specific Contract* or *Purchase Order*. If the defaulting party fails to discharge its obligations by the end of the extended time limit, the defaulting party is held to be immediately in default from that date without the need for a notice of default to be sent; OR
 - ii. if the *Specific Contract* or *Purchase Order* specifies that for the delivery of goods and/or performance of services time is of the essence [i.e. it is a "critical" deadline].
4. Europol shall not be held liable for any damage caused or sustained by the *Contractor*, nor any damage caused by the *Contractor* to third parties, except in the event of wilful misconduct or gross negligence on the part of Europol including for personal injury and death.
5. The *Contractor* shall be held liable for any loss or damage sustained by Europol, including in the event of sub-contracting, as follows:
 - i. the liability shall be unlimited for:
 - a) personal injury and death;
 - b) for damage or loss caused by gross negligence or wilful misconduct;
 - c) for breaches of *Due Remuneration* payment obligation as specified in Article II-4 (5) ("*Contractor's Personnel*");
 - d) for breaches of IPR as specified in Article II-13 ("*Intellectual property rights*").
 - ii. the liability is limited to EUR 1,500,000 (one million and five hundred thousand Euro) per event for damage to Europol property; AND
 - iii. in case(s) of other loss or damage other than those at (i) and (ii) above, the liability is limited to three times the total amount of the *Specific Contract* or *Purchase Order* relevant for the damage or loss.

Interrelated events will be treated as single event.
6. The *Contractor* shall indemnify and hold Europol harmless against all damages and costs incurred due to any third-party claim. The *Contractor* shall provide compensation in the event of any action,