Europol Public Information

Article I-2 Subject

- 1. The subject of this *Framework Contract* is the delivery of Goods and the provision of Services related to ICT racks, cabling and other passive and active infrastructure elements to the Europol Premises⁶ and/or to various Europol's Hub sites as further detailed in the Tender Specifications at Annex I.
- 2. Signature of the *Framework Contract* imposes no obligation on Europol to purchase services and/or goods.
- 3. Services and/or goods ordered by Europol in accordance with Article I-4 ("Implementation of the Framework Contract") shall be performed in accordance with the terms and conditions of this Framework Contract and the specifications set out in the Tender Specifications in Annex I and as offered by the Contractor in its Tender in Annex II.
- 4. The *Framework Contract* does not confer on the *Contractor* an exclusive right to provide to Europol the services and/or goods described at paragraph 1 above and/or Tender Specifications in Annex I.

Article I-3 Duration and place of performance

- 1. The Framework Contract shall enter into force on the Contract Date.
- 2. Under no circumstances may implementation of the *Framework Contract* commence before the date on which it enters into force. Delivery of goods and/or performance of services may under no circumstances begin before the date on which the *Specific Contract* and/or *Purchase Order* enters into force.
- 3. The *Framework Contract* is concluded for a period of twenty four (24) months with effect from the *Contract Date*.
- 4. Any *Specific Contracts* and/or Purchase Orders must be signed by the parties before the *Framework Contract* expires. The *Framework Contract* shall continue to apply to such *Specific Contracts* and/or *Purchase Orders* after its expiry. They shall be executed no later than 6 (six) months after its expiry.
- 5. For the acquisition of goods, software/hardware and provision of Services, the *Framework Contract* shall be renewed automatically up to 2 (two) times for a period of 24 (twenty-four) months each time under the same conditions, unless *Formal notification* to the contrary is sent by one of the parties at least 6 (six) months in advance of the anniversary of the *Framework Contract*. Renewal does not imply any modification or suspension of the existing obligations.
- 6. In addition, for maintenance Services only, the *Framework Contract* may be renewed up to 2 (two) times beyond the period of acquisition referred to in point 5, each time for a period of 24 (twenty four) months, only before expiry of the *Framework Contract* and with the express written agreement of the parties. Renewal does not imply any modification or suspension of the existing obligations.

Page 7 of 79

⁶ Europol Headquarters, Europol Satellite building or any other future Europol buildings/sites in The Netherlands (this includes both The Hague and Somewhere in the Netherlands (SNL))