

## Europol Public Information

- vi. For breach of *Contractor's* obligation of registration in the Dutch Chamber of Commerce, if such registration is needed in accordance with the subject matter of the *Framework Contract*, as specified in Article II-4 (4) ("*Contractor's Personnel*"); and
- vii. Where the *Contractor* is in serious breach of the obligations under Article II-15 ("*Security and Confidentiality*"). The seriousness of the breach is solely assessed by Europol
- viii. If the *Contractor* does not comply with the applicable data protection obligations; and
- ix. If the *Contractor* is in breach of the data protection obligations resulting from Article II-17.2 [this clause should remain if II-17.2 is applicable. Otherwise it should be deleted].

### Termination by the Contractor:

- 4. The *Contractor* may terminate in full or in part the *Framework Contract* and/or *Specific Contract* or *Purchase Order* :
  - i. If it has evidence that Europol has committed *Substantial errors, Irregularities* or *Fraud* in the procedure for awarding the *Framework Contract* or in the implementation of the *Framework Contract*;
  - ii. For other mandatory reasons, as specified in the Financial Regulation (or the successor legislation) within the duration of the *Framework Contract*; and
  - iii. If Europol fails to comply with its contractual obligations, in particular payment obligations or – if expressly specified in a *Specific Contract* or *Purchase Order* - obligation to provide information or resources needed for contractual performance.

### Procedure for termination:

- 5. Termination of the *Framework Contract* and/or *Specific Contract* or *Purchase Order* shall be preceded by a *Formal notification* indicating the intention to terminate, the ground(s) for termination and the proposed effective date of the termination. The concerned party may submit written observations within 30 (thirty) days after receipt of such *Formal notification*. Failure to submit observations or submission of observations that are considered inadequate will lead to termination as specified in the *Formal notification* of intention to terminate.
- 6. However, if termination is intended for non-satisfactory performance of contractual obligations as stipulated at paragraph (3, i) above, the *Formal notification* shall specify a reasonable deadline for performance of contractual obligations by the defaulting party. In determining whether a deadline is reasonable, any prior attempts to resolve/escalate issues leading to *Formal notification* shall be taken into account. Unless expressly agreed otherwise in writing, termination shall occur on the date provided as deadline, if the defaulting contracting party fails to perform its obligations by such deadline.
- 7. By deviation from the procedure specified at paragraph (5) above, Europol may terminate with immediate effect the *Framework Contract* and/or *Specific Contract* or *Purchase Order* (as relevant in the situation) in full or in part, by sending *Formal notification* in the following circumstances:
  - i. For the reasons specified at paragraph 2 (i), (ii), (iii), (v) and (vii);
  - ii. For the reasons specified at paragraph 3 (ii) under the condition that the deadline for submission of the required additional information, correction or new version of result, report or *Deliverable* was reasonable; as well as for the reasons specified at paragraph 3 (v), (vi) and (vii);