

SUBCONTRACTING AGREEMENT

BY AND BETWEEN:

Ernst & Young Special Business Services CVBA/SCRL, a Belgian limited liability company having its head office at **1831 DIEGEM, De Kleetlaan, 2**, duly represented by Alessandro Genderello (acting on behalf of a company), Partner,

hereinafter referred to as "**EY**" or "Contractor",

AND:

[...], a **[country]** limited liability company having its head office at **xxx**, duly represented by **[*]**

hereinafter referred to as "**The Subcontractor**",

Also hereinafter individually and collectively referred to as "Party" or "Parties".

1. DEFINITIONS

In this agreement, the following terms shall have the following meanings:

"Agreement"	:	The present document.
"Client"	:	The European Union ('the Union'), represented by the European Commission ('the contracting authority' or 'the Commission').
"Contract"	:	The contract awarded to EY by the Client.
"Terms of Reference"	:	The tender with reference No 642/PP/GRO/IMA/17/1134/10421 of 31/08/2017 – Ares (2017) 5685653 (' Annex 1 ') which is an integral part of the Contract
"Deliverables"	:	Shall mean the reports, documents, templates, documentation and summaries thereof which are originated and prepared for EY in connection with performance of the Project.
"General Conditions"	:	The general conditions for the service contract, as included in the Contract (' Annex 2 ').
"Project"	:	The project as further described in article 2.

2. SUBJECT OF THE AGREEMENT

EY has been engaged by Client to provide technical assistance to the Commission by managing a pool of harmonised standards consultants (HAS Consultants) who will be selected by the Contractor.

EY and the HAS Consultants assist the Commission services in the implementation of Article 10(5) of Regulation (EU) No 1025/2012 on European standardisation ('the Regulation'), and more specifically in carrying out the Commission's task to (together with the European standardisation organisations CEN, Cenelec and ETSI ('ESOs')) assess the compliance of documents drafted by the ESOs with the respective initial standardisation requests

EY wishes to engage Subcontractor for the provision of certain services within the scope of the Contract and Subcontractor is accepts to provide these services and will be represented for these purposes by a HAS Consultant. More specifically, Subcontractor shall perform the services as described in detail in the Terms of Reference, which is an integral part of this Agreement, the "Project".

The subject of this agreement is to stipulate the respective rights and obligations and the terms and conditions for the performance of the Project.

3. NATURE OF THE AGREEMENT - INTUITU PERSONAE

3.1. NATURE OF THE AGREEMENT

A LEGAL NATURE

The present agreement is a sub-contracting agreement. EY is the sole contractual party in the Contract.

B NO AGENCY – INDEPENDENT PARTIES

Save as may be provided hereto, each Party shall act as independent contractor and not as the agent of the other Party and, accordingly, shall act with respect to third parties and, notably its suppliers, in its own name and on its behalf only. However, within the framework of the Project, the Subcontractor will comply with EY's general guidelines and strategic decisions.

3.2 INTUITU PERSONAE

Subcontractor appoints [..] as the HAS Consultant and its sole representative for the performance of its obligations under the present Agreement (hereafter the "HAS Consultant").

The Agreement is made "intuitu personae". Therefore, Subcontractor is not entitled to designate any other person or third party for the performance of its obligations without the prior written consent of EY.

Subcontractor is not authorised to subcontract the performance of whole or part of its share except with the explicit prior written consent of EY.

EY shall never be deemed a joint employer of the HAS Consultant and Subcontractor shall be responsible for any and all claims by the HAS Consultant.

In addition, Subcontractor shall be solely and exclusively responsible to respect all applicable legislation regarding the employment (including but not limited to work permits and work cards) or service provision, employment conditions, the residence obligations and formalities and for fulfilling all social security and tax obligations in relation to the execution of the Agreement.

If EY is held liable on any ground because of violation by the Subcontractor of this section, the Subcontractor shall hold EY fully harmless against all losses, damages, costs, expenses and other liabilities (including legal and other professional fees) resulting from this violation of this section, and the Subcontractor will fully indemnify EY in this regard.

4. GENERAL OBLIGATIONS

4.1 DUTIES OF EY

EY is specifically in charge of the following:

- (a) to liaise with the Client and in charge of ensuring, to the sole benefit of the Client, and without prejudice to each Party's own responsibility, that the Contract is adequately performed,
- (b) to transfer and forward information and documents between both Parties and the Client and to centralize all documents and information relevant to the Contract,
- (c) to submit the reports and documents from Subcontractor to the Client.

The specific tasks and obligations of EY are described in the Terms of Reference.

4.2 GENERAL DUTIES OF THE SUBCONTRACTOR

The Subcontractor shall:

- (a) provide the services with professional care and according to the standards defined in the Contract and the Terms of Reference,
- (b) keep EY informed of any problem which might affect the normal and proper negotiation and performance of the Contract and the Terms of Reference,
- (c) provide EY in due time with all relevant information and documents which may be needed for the relationship with the Client,
- (d) be the sole responsible for the content and the timely delivery of its Deliverables,
- (e) co-operate with EY in preparing the final report or any memorandum, reservation or claim to the Client,
- (f) assist EY to the best of its abilities in relation to the Contract,
- (g) On a weekly basis, Subcontractor will submit a detailed breakdown of his services,
- (h) timely send its respective invoices in relation to the Project.

4.3 REPORTING

The Subcontractor shall be responsible for the presentation, in hard copy as well as in electronic format, of documents meeting the reporting requirements. The Subcontractor will provide full support and an effective quality control to ensure that the contents and the form of the Deliverables provided meet the highest professional standards. The Subcontractor agrees and acknowledges that EY has a legitimate interest in monitoring and ensuring the quality of its services and the Subcontractor shall provide EY a copy of its working papers and supporting documents related to the Deliverables as EY may reasonably request from time to time.

4.4 INSURANCE

The Subcontractor shall take out and maintain at its own expense an insurance covering its liability under the Contract unless it is already covered under an insurance policy covering all its contracts.

Upon first request of EY, Subcontractor will provide sufficient written proof of the liability coverage under the form of an insurance certificate.

5. FEES

5.1 FEE

In return for the performance of the Project, Subcontractor shall be entitled to a remuneration of EUR [...] (excluding VAT) per hour, on the basis of the details of the services provided, as described in Article 4.2 (g).

5.2 EXPENSES

Furthermore, all reasonable, directly attributable expenses, paid by Subcontractor, for EY, incurred with the prior approval of EY, within the framework of the execution of the Project, will be reimbursed by EY providing the required receipts are submitted.

5.3 INVOICING

[...]

Each invoice will provide the bank account details for reception of payment and display the following information:

Engagement partner : Alessandro Cenderello
Engagement code : 38549672
Engagement contract number : SI2.770800
VAT number BE BE 0471.938.850
Services provided

The Subcontractor shall deliver his invoices electronically to EY to the following e-mail address [Insert e-mail address], and in accordance with the invoicing procedures of EY. In the event the invoicing procedures of EY change, the Subcontractor agrees to amend his invoices accordingly.

6. DEFAULT

6.1 If the Subcontractor fails to fulfill its obligations under this Agreement, it will be given notice by EY to comply within a reasonable time to be determined by EY. If the Subcontractor still fails to duly carry out its obligations, subject to the Client's rights, the inadequately performed obligation and the remaining obligations under the responsibility of the Subcontractor shall be either taken over and corrected by EY, or entrusted to another company, at the cost and risk of the Subcontractor and without any kind of indemnification to the Subcontractor.

6.2 In the event of a default, the Subcontractor:

§ shall, at first request, hand over to EY all the relevant documents and information that may be useful or necessary to the continuation of the Project,

either in hard or in soft copy at EY's discretion, for the exclusive use in the performance of the Project.

§ shall bear any justified increase in the price of the Project which may arise by reason of its default as well as justified loss or damage suffered by EY.

7. GENERAL CONDITIONS

The General Conditions are applicable in the framework of this Agreement as if the Subcontractor was a party of the Contract. All references in the General Conditions to the "contracting authority" and the "contractor" are to be read as being references to the Contractor and the Subcontractor.

In confirmation of the terms of the call for tenders, access to the documents drafted by the ESOs or other standardisation organisations and protected by Copyrights is granted to the Subcontractor and the HAS Consultant only for the purposes of performing the tasks in the context of this Contract. The Subcontractor and the HAS Consultant are not allowed to use, distribute, give access, copy and/or reproduce in whole or in part, translate, store or archive the documents protected by Copyrights for any other purpose be it commercial or non-commercial.

The following articles of the General Conditions are however expressly excluded from this Agreement: II.5.3., II.5.4., II.5.5., II.19.2., II.21.5., II.21.6., II.22.

8. CONFIDENTIALITY

The Subcontractor acknowledges that during the execution of this Agreement, it may be party to strictly confidential and proprietary information (data and documents) relating to EY, its network or EY clients, which EY wishes to keep confidential and proprietary. Subcontractor agrees not to reveal to third parties or use for its own benefit or for the benefit of any other person or entity other than EY, for the duration of this Agreement and after its termination, any commercial, technical, operational, financial or any other information relating to EY, its network or EY clients, of a confidential nature which the Subcontractor received, regardless of the form in which the information was received. Subcontractor acknowledges that all information with respect to this Agreement will be deemed confidential information. The Subcontractor shall use the same means as it uses to protect its own confidential information, but in any event no less than reasonable means, to prevent the disclosure and protect the confidential nature of the information and use it only in connection with activities contemplated under this Agreement.

Subcontractor guarantees that any employees or agents of the Subcontractor employed for the purposes of executing this Agreement shall comply with the above commitment towards EY.

The foregoing restrictions shall not apply to information which is:

- i. already known by the recipient without an obligation of confidentiality;
- ii. publicly known or becomes publicly known through no unauthorized act of the recipient;
- iii. rightfully received from a third party without restriction;
- iv. independently developed by the recipient without the use of the disclosing party's confidential information;
- v. required to be disclosed pursuant to a requirement of a governmental agency or law provided the disclosing party provides the other party with notice of such requirement prior to disclosure where possible.

Upon request of EY or upon termination of this Agreement, the Subcontractor shall return all copies of the confidential information or if requested, certify in writing that all copies of the confidential information have been destroyed.

Unless prohibited by applicable law, EY may disclose information provided by the Subcontractor to other EY firms, EY persons and third parties providing services on its behalf who may collect,

use, transfer, store or otherwise process it (hereinafter collectively 'Process') in the various jurisdictions in which they operate for purposes related to this Agreement, to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or for the provision of other administrative and IT support services (hereinafter collectively 'Process Purposes'). EY shall be entitled to maintain a file, containing copies of relevant documents, which shall be its property.

This clause 8 shall survive the termination of this Agreement for a period of 3 years.

9. DATA PROTECTION

The Subcontractor hereby explicitly gives its consent that, for the Process Purposes referred to in clause 8 above, EY and other EY firms, EY persons and third parties providing services on EY's behalf may Process information that can be linked to specific individuals ('Personal Data') in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). EY shall Process the Personal data in accordance with applicable laws and professional regulations including, without limitation, the Belgian Data Protection Act ('Wet van 8 december 1992 tot bescherming van de persoonlijke levenssfeer ten opzichte van de verwerking van persoonsgegevens'). EY shall require all service providers that Process Personal Data on its behalf adhere to such requirements.

10. COMING INTO FORCE - DURATION - TERMINATION

10.1 The Agreement shall come into force at the date of the signature by the last Party. It shall in first instance remain valid for a one year period. The Agreement can renewed for successive terms of one year upon agreement between Parties.

10.2 The Agreement may be terminated at any time by EY upon the provision of 30 days' notice to the Subcontractor. In the event of termination under clause 10.2, EY shall pay all the fees and expenses incurred up to the date of termination.

10.3 Early termination of the Agreement due to an early termination of the Contract with the Client is possible provided that all outstanding and payable accounts are settled and no claim or dispute in connection with this Agreement and related to one or several Parties is pending.

10.4 In the event of a breach by a Party of its obligations under the present Agreement, the other Party shall notify the breaching Party of its shortcomings by registered mail. Should the breach not be rectified within 14 days, the other Party shall be entitled to terminate the agreement.

In the event of a breach of articles 11.3, 11.4 and/or 11.9 of the present Agreement, EY shall be entitled to terminate the Agreement with immediate effect.

11. MISCELLANEOUS

11.1 SEVERABILITY

If any of the provisions of the Agreement is found by a competent authority to be void or unenforceable, such provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in order to agree with the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

11.2 CONFLICT OF INTEREST

The Subcontractor will notify EY of any conflict of interest which could arise during the performance of the Contract.

11.3 CODE OF CONDUCT

EY’s standards for business conduct can be found in EY’s Global Code of Conduct. The Subcontractor hereby agrees to be informed of and abide by the provisions of EY’s Global Code of Conduct during its relationship with EY.

The Subcontractor additionally guarantees that any employees or agents of his employed on the assignment will comply with the provisions contained in the aforementioned Global Code of Conduct.

11.4 PROFESSIONAL REGULATIONS

The Parties acknowledge that EY and the member firms of its network are subject to strict national and international regulations, specifically relating to independence. These regulations also apply to the agreements EY enters into with its business partners. If, at any moment during the term of the present Agreement, EY considers that the execution of the Agreement violate national or international regulations, to which EY or one of the member firms of its network are subject to, Parties will in first instance try to amend the present Agreement in order to comply again with said regulations. If such agreement cannot be reached within a reasonable period of time, EY shall have the right to terminate the Agreement with immediate effect.

Within this framework, the Subcontractor warrants that:

- i. neither it nor any of its officers, directors or substantial shareholders or any of its personnel providing services under this Agreement are officers, directors or substantial shareholders of an audit client of any member firm of EY’s international network; and
- ii. the amounts paid as remuneration for its services under this Agreement do not exceed 7% of their total annual revenues.

The Subcontractor shall inform EY of any changes to the foregoing that may occur during the term of this Agreement.

11.5 WAIVER - AMENDMENT

The failure of any Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Parties of any of such provisions, shall in no way be construed to be a waiver of such provisions nor the right of any Party to enforce in the future each and every provision.

No waiver, modification, or Amendment of any of the provisions of the Agreement shall be binding unless it is in writing and executed by a duly authorised representative of each Party.

11.6 NOTICES

Any notice under the Agreement shall be deemed valid upon receipt, provided that it is served by registered mail or by telefax or e-mail and subsequently confirmed by registered mail and shall be deemed to have been communicated from its reception by the receiving party. All such correspondence shall be addressed to the following addresses:

<p>- For EY: Ernst & Young to De Kleetlaan 2, 1831 Diegem Fax: Email:</p>	<p>- For The Subcontractor: The Subcontractor To ..., Contract Manager Address Fax Email:</p>
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11.7 PROTECTION OF NAMES

Unless the Subcontractor is given prior formal authorisation, he promises not to use the name EY” or “Ernst & Young” alone or in association with the brands and logos and other trade names from the EY network, within the framework of marketing offers or relations with any third party, whether this is during or after the duration of the Agreement.

11.8 ANTI-CORRUPTION

The Subcontractor appreciates the impact of anti-corruption legislation. The Subcontractor confirms that it has a culture of zero tolerance for bribery and has well established policies and procedures around anti-bribery in place. The Subcontractor confirms that both it and its employees and/or agents will comply with anti-bribery regulations.

The Subcontractor will promptly report to EY any request or demand for any undue financial or other advantage of any kind received by any third party in connection with the performance of this Agreement or any Assignment.

The Subcontractor will indemnify EY from any damages, losses and expenses arising from the non-compliance by the Subcontractor or its employees or agents with the anti-bribery regulations.

11.9 EXCLUSIVITY

The Subcontractor agrees to work on an exclusive basis for the performance of the Project. The Subcontractor, including an affiliated company, either directly or indirectly, agrees to refrain from the submission of a proposal or the delivery of services regarding the Contract unless requested by EY.

11.10 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed and interpreted in accordance with the laws of Belgium.

Any dispute arising in connection with the Agreement which is not amicably solved between the Parties within sixty (60) days from the notification of its claim by the most diligent Party to the other Parties shall be subject to the exclusive jurisdiction of the Court of Brussels.

In witness whereof, the Parties hereto have caused the Agreement to be executed by their duly authorised signatories in 2 original copies, on **(.././..Date)**

For EY :

For The Subcontractor:

Annexes

Annex 1: Terms of Reference

Annex 2: General Conditions