

## Annexes

### I. Model (E)ETS agreement

#### UNDERSIGNED

1. the **State of the Netherlands** (Ministry of Infrastructure and Water Management), based in The Hague, registered in the Trade Register of the Chamber of Commerce under number 52766179, on behalf of which the Dutch Vehicle Authority (RDW), a public-law legal entity and independent administrative body based in Zoetermeer, registered in the Trade Register of the Chamber of Commerce under number 27374436, on the basis of the RDW Mandate, Power of Attorney and Authorisation for Temporary Toll Collection Decree (*Stcrt.* 2021, 36029 and *Stcrt.* 2023, 13581) is authorised to enter into this Agreement on behalf of the State of the Netherlands, duly represented in this Agreement by the [General Director / Director of Operations] [Ms [●] / Mr [●]], hereinafter referred to as "**Toll charger**";

and

2. [●] [legal form, name, registered office at (place) and having its registered office at (postcode and place) at (address), in this instance validly represented by (name of authorised director/authorised director), hereinafter referred to as referred to as the "**(E)ETS provider**"]

Hereinafter each individually also referred to as "Party" and collectively as "Parties";

#### CONSIDERED:

That the EETS Domain Statement Blankenburgverbinding (version 1.0 dated 10 October 2023, *Government Gazette* 2023, 27960), hereinafter the "**EETS Domain Statement**") establishes the legal, financial and technical requirements of accreditation and service provision in the Blankenburgverbinding Toll Collection System;

That the EETS Domain Statement consists of four parts: '**Part 1 General Conditions**' (Articles 1 to 25), "**Part 2 Procedural Conditions**" (Articles 26 to 37), "**Part 3 Accreditation**" (Articles 38 to 45) and the "**Part 4 Toll Context Data**" (articles 46 to 48), including the annexes integral to the EETS Domain Statement;

[that [●] is registered as an EETS provider pursuant to the decision taken on [date and place [Member State] by [competent authority];]

that [●] through [www.e-tol.nl](http://www.e-tol.nl) applied on [date] for the accreditation referred to in article 38 of the EETS Domain Statement, subject to Article 39 and 40 of the EETS Domain Statement;

that [●] now enters into this (E)ETS Agreement with the Toll charger to achieve accreditation of [●] and to subsequently provide electronic toll services in the EETS

domain Blankenburgverbinding in accordance with the provisions of the EETS Domain Statement and other applicable laws and regulations.

## **HAVE AGREED AS FOLLOWS:**

### **Part 1 General provisions**

#### **1. Entry into force/ Conditions precedent**

- 1.1. This agreement shall enter into force on the date this agreement is validly signed by both parties and shall be of unlimited duration.
- 1.2. Article 4.1 (EETS domain Blankenburgverbinding Access), Section 2.1 (Obligations of (E)ETS providers) and Section 2.2 (Commercial Conditions) of the EETS Domain Statement shall apply between the parties under the conditions precedent that the (E)ETS provider has:
  - a. submitted a final service plan to the Toll charger referred to in Article 43.3 of the EETS Domain Statement, which complies with the provisions of article 43 of the EETS Domain Statement;
  - b. received from the Toll charger a certificate of accreditation referred to in Article 45 of the EETS Domain Statement; and
  - c. provided the toll collector with a bank guarantee which complies with the provisions of Article 35 of the EETS Domain Statement.

#### **2. Object**

- 2.1. Without prejudice to the provisions of Article 1 of this Agreement, all provisions, obligations and requirements contained in the EETS Domain Statement shall be deemed to form an integral part of this Agreement and definitions shall have the meaning ascribed to them in the EETS Domain Statement.
- 2.2. Without prejudice to the provisions of Article 1 of this Agreement, the (E)ETS provider undertakes to comply with all provisions of the EETS Domain Statement.
- 2.3. In case of inconsistency or discrepancy between this agreement and the EETS Domain Statement, the provisions of the EETS Domain Statement shall prevail.
- 2.4. If the conditions set out in article 1.2 of this agreement are not fulfilled to the satisfaction of the Toll charger by [date], the Toll charger shall be entitled to terminate this agreement by a single written notification to the (E)ETS provider.
- 2.5. The Toll charger is at all times entitled to transfer their rights and obligations to the (E)ETS provider under this agreement by means of contract transfer (Article 159 of Book 6 of the Dutch Civil Code) to another (public law) legal entity, by means of a joint written notification from the Toll charger and the other legal entity to the (E)ETS provider. The (E)ETS provider agrees in advance to this transfer of contract and will co-operate, as far as is necessary, in bringing it about.

### **3. Applicable law and competent court**

- 3.1. This (E)ETS Agreement is governed by Dutch law, with the exception of the rules of Dutch private international law, which rules shall not apply.
- 3.2. All disputes arising out of this (E)ETS Agreement shall in the first instance be submitted to the competent court with seat in The Hague. [,without prejudice to the right of EETS providers and the Toll charger to apply to the Conciliation Body.]

## **Part 2 Procedural Conditions**

### **4. Bank guarantee and reimbursement of the (E)ETS provider**

- 4.1. No later than 14 days after receiving the certificate of accreditation, the (E)ETS provider shall provide the bank guarantee referred to in Article 35 of the EETS Domain Statement. The amount of that bank guarantee shall be determined in accordance with the provisions of Article 35.2 of the EETS Domain Statement and amounts to € [●].
- 4.2. The method for determining the (E)ETS provider's fee is set out in Article 36 of the EETS Domain Statement and is identical for all (E)ETS providers. The fee will be reviewed or adjusted if and to the extent permitted by the EETS Domain Statement.

## **Part 3 Accreditation**

### **5. Accreditation obligations**

- 5.1. The date and time when the candidate (E)ETS provider shall submit an update to its service plan, referred to in Article 43.5 of the EETS Domain Statement is [date] and [time].

Signed at [PLACE] on [DATE].

For

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[● ][ ]●

For

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[● ][ ]●