



Ministerie van Volksgezondheid,
Welzijn en Sport

ADDENDUM TO CONTRACT BETWEEN THE STATE OF THE NETHERLANDS AND SYNLAB.

per 01-05-2021

(execution version)

The undersigned:

1. The **State of the Netherlands**, which has its seat in The Hague, represented by the Minister of Health, Welfare and Sport, Directorate-General for Public Health, legally represented in this matter by 5.1.2e 5.1.2e hereinafter referred to as the "Minister",

and

2. The private limited company **SYNLAB Belgium SRL**, which has its registered office at Avenue Alexander Fleming 3, BE-6220 Heppignies, Belgium, registered with company registration number 045311546, legally represented in this matter by 5.1.2e hereinafter referred to as "Contractor",

Each party also referred to as "Party", and both parties together as "Parties",

WHEREAS:

- a. Parties have signed the agreement for the provision of logistical and diagnostic services with regard to COVID-19 PCR RT tests for the period September 11, 2020 to April 30, 2021, hereinafter "the Contract";
- b. The parties establish and, if necessary, agree that the Contract is in force and legally valid at the time of signing this addendum, hereinafter: the Addendum;
- c. the Contract has a term until April 30, 2021, on which date the Contract will end by operation of law unless an extension is made;
- d. the Minister has issued a guarantee under the terms and conditions stated in the agreement in the event that the actual volume ("Real Volume") per day is lower than the Guaranteed Volume per day. In that case, the Contractor may charge the price for the Real Volume as well as the price

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for the difference in volume between the Real Volume and Guaranteed Volume;

- e. There is currently still an urgent need for logistical and diagnostic services related to performing Covid-19 PCR RT tests due to the persistence of the Covid-19 crisis and the potential risk of a third wave associated with several emerging variants of the Covid-19 virus;
- f. it has therefore proved necessary to extend the agreement and to adjust a number of points in the context of the transition period;
- g. the **first adjustment** concerns the extension of the term;
- h. the **second adjustment** concerns the adjustment of the Guaranteed Volume in the period of extension included in Appendix A "Schedule 1 (Services, Laboratories, Volumes and Price)" under point 6 "Volumes of Services (tests per day)";
- i. the **third adjustment** concerns the adjustment of the price in the period of extension as included in Appendix A "Schedule 1 (Services, Laboratories, Volumes and Price)" under point 7 "Pricing table";
- j. the **fourth adjustment** concerns the level of Safety stock
- k. Parties wish to record the above amendments in this Addendum:

AGREE TO THE FOLLOWING:

1. General

Effective 1 May, 2021, this Addendum will form an integral part of the Contract between the Parties. Capitalized words (in English or Dutch) in this Addendum have the same meaning as given to those words in the Contract.

2. Amendment to Article 2.1 of the Contract

Article 2.1 of the Contract runs until 30 April 2021:

Formation and duration of the Contract

The Contract will run (with retroactive effect) from the 11th of September 2020 until 30th April 2021 and will then automatically expire without any notice being required, unless it is extended by mutual written agreement. The Minister may decide on any such extension in his sole discretion and will not be under any obligation to agree to an extension.

Article 2.1 of the Agreement reads from May 1, 2021 to July 15, 2021, or if later, 21 days after awarding the tender:

Formation and duration of the Contract

Parties agree to extend the Contract until July 15, 2021, or if later, 21 days after the tender award has been granted. The Contract will then automatically expire without any notice being required unless the Contract is extended by mutual written agreement. The minister may decide on any such extension in his sole discretion and will not be under any obligation to agree to an extension.

3. Amendment to Annex A, Section 6 Volume and Services

Article 3.1 Annex A point 6 Volume and Services reads until 30 April 2021:

[as of Regarding up to long run]

The Parties have agreed to build up to the Target capacity as described in table below and the Minister agrees to a Guaranteed volume in the following way:

Target capacity build up and Guaranteed volume		
Milestones	Target Capacity per day	Guaranteed volume per day*

Annex A point 6 Volume and Services reads from 1 May 2021 to 15 July 2021, or if later, 21 days after awarding the tender:

[as of Regarding up to long run]

The Parties have agreed to build up to the Target capacity as described in table below and the Minister agrees to a Guaranteed volume in the following way:

Predicated percentage Guaranteed volume			
# month of the runtime of the addendum	Target Capacity per day*	2.57.1 AanbW 2012	Guaranteed volume per day*
Start May 1, 2021			
June 2021	2.57.1 AanbW 2012	57.1 AanbW 201	57.1 AanbW 201
Till 15 July 2021			
Ultimate Capacity*: 2.57.1 AanbW 2012 tests per day			
Maximum contracted volume (Target) = 57.1 AanbW 201 test per day*			

)* Measured as average per calendar week

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4. Amendment to Appendix A "Schedule 1: Services, Laboratories, Volumes and Price" under point 7 "Pricing Table":

Article 4.1 Appendix A under point 7 "Pricing Table" reads until 30 April 2021:

Pricing table (excl. VAT)			
NUMBER OF REPORTED TESTS PER DAY*		PRICE PER REPORTED TEST	
Minimum	Maximum		
2.57.1 AanbW 2012	2.57.1 AanbW 2012	2.57.1 AanbW 2012	

)* Measured as average per calendar week

For the first 2.57.1 AanbW 2012 reported tests Contractor will be paid 2.57.1 AanbW 2012 for the next 2.57.1 AanbW 2012 reported tests 2.57.1 AanbW 2012 for the next 2.57.1 AanbW 2012 reported tests 2.57.1 AanbW 2012 for the next 2.57.1 AanbW 2012 reported tests 2.57.1 AanbW 2012 for the next 2.57.1 AanbW 2012 reported tests 2.57.1 AanbW 2012 and the number of reported tests thereafter 2.57.1 AanbW 2012 per reported test.

Article 4.1 Appendix A under point 7 "Pricing Table" reads from 1 May 2021 to 15 July 2021, or if later, 21 days after awarding the tender:

Pricing Table

Pricing table (excl. VAT)		
NUMBER OF REPORTED TESTS PER DAY*		PRICE PER REPORTED TEST
Minimum	Maximum	
0	No maximum	€ 5.1.2e

Contractor will be paid 5.1.2e per reported tests. [for the sake of clarity: For – test: to be deleted]

5. Amendment to Article 6 of the Contract

A new Article 6.5 will be added:

In the last 30 days of the extended Contract term, Contractor will be allowed to build down its Safety stock level as per this Article 6 (Safety stock), day by day, to ensure it is not left over with Safety stock after the Contract terms has ended.

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6. Other

All other terms and conditions and (parts of) provisions as included in the Agreement remain in full force, unless explicitly deviated from in this addendum.

THEREFORE, AGREED AND SIGNED BY

I. The State of the Netherlands, the Minister of Health, Welfare and Sport,

signed in *Beint* on 29 April 2021

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II. SYNLAB Belgium Srl

signed in *Offices* on 29 April 2021

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