



European
Benchmarking
Co-operation

Terms & Conditions

for benchmarking services provided by Stichting
EBC Foundation



Version 1.1
13-2-2018

1. Scope

These Terms and Conditions refer to benchmarking services for water- and wastewater utilities provided by Stichting EBC Foundation (further called: EBC).

2. EBC's benchmarking programme

Mission of EBC is to support water- and wastewater utilities in their continuous efforts to improve water services by benchmarking and learning from each other. For this, EBC offers a benchmarking programme that includes performance assessment- and performance improvement activities. Annually, EBC organises benchmarking exercises (or "cycles") which are open to (primarily European) organisations that provide water- and wastewater services ("Utilities" or "Participants").

3. General starting points

- Benchmarking exercises usually run from May to December in a calendar year;
- utilities only participate in an exercise after registering, by completing and signing a Registration Form which is available at www.waterbenchmark.org;
- if, to the judgement of EBC, the number of Participants at the closing date of the registration is not sufficient to make the exercise valuable for all, or not sufficient to cover the costs of the exercise, EBC has the right to cancel the exercise or (in consultation with Participants) continue it in an alternative way;
- the signed Registration Form and these Terms and Conditions govern the legal relationship ("contract") between EBC and the Participant;
- Participants can choose between a contract for one cycle, a contract for multiple years or a contract that continues until further notice. A contract that continues until further notice, automatically continues with another year unless the Participant calls for termination before the start of a new calendar year;
- the ownership of the data submitted by the Participant remains with the Participant;
- EBC has the right to exclude submitted data from comparisons and reporting if, to the judgement of EBC, the confidence grade of the submitted data is not sufficient;
- exercises are conducted in English, unless agreed otherwise. This holds for all communications, documents and tools.

4. Promises and liabilities of EBC

EBC promises to do its utmost to provide high quality, professional benchmarking services to its Participants. EBC cannot be held responsible in any way for the provided services nor for any mistake in reported data or performance comparisons.

Data security is of great importance to EBC and its Participants. Therefore, old passwords to access the online benchmarking platform will be reset at the start of every new exercise. If a Participant

decides not to participate in the new exercise he retains access to the platform till the 1st of July in the year following its participation.

5. Promises and liabilities of the Participant

The Participant promises to do its utmost to:

- provide EBC with the necessary company information to understand the context (profile, annual report, etc.);
- timely provide the required performance data, of a sufficient confidence grade, to EBC. The Participant is however not liable in any way for any mistake in the provided data;
- adequately respond to questions of EBC;
- attend the benchmarking workshop and actively contribute to it;
- make sure that employees leaving the company will no longer have access to the online benchmarking platform.

6. Confidentiality Protocol

To balance the desire for a safe learning environment and the call for transparency, EBC applies the following confidentiality protocol:

- i. as a general rule, EBC, its partners and Participants handle individual utility data/-results that are submitted/exchanged in the framework of a benchmarking exercise confidentially;
- ii. utilities can choose to participate transparently or anonymously;
- iii. transparent option: the results for my utility may be shared with other participants. This means that in a utility's individual company report the results of all affirmative participants will be shown with their utility name. All other participating utilities will be shown anonymously;
- iv. anonymous option: the results for my utility must be presented in an anonymous way. This means that in a utility's individual company report the results of all participating utilities will be shown anonymously;
- v. in the (closed) benchmarking workshop, results of the performance comparisons are shown in a transparent way, to be able to discuss outliers, performance gaps & best practices more effectively;
- vi. public reporting:
- vii. EBC is entitled to report externally about the results of the exercise;
- viii. names of participants and their general characteristics are considered to be public information;
- ix. all other individual utility data/results are confidential and will only be shown in an anonymous way;
- x. comparisons with other data sources will be anonymous, unless agreed otherwise;
- xi. for the remaining, EBC, its partners and Participants endorse the EFQM European Benchmarking Code of Conduct¹ and act accordingly.

¹ The EFQM European Benchmarking Code of Conduct is available at www.efqm.org

7. Communication

Participants are expected to designate at least two contact persons to represent the utility in the benchmarking exercise:

- a “management contact” for formal utility representation;
- a “benchmarking co-ordinator” who is responsible for timely data submission and project communication. The benchmarking co-ordinator is the linking pin between EBC and the internal organisation of the Participant.

8. Invoicing

- EBC will send the Participant an invoice for the costs of participation right after the start of a new exercise;
- when the Participant has specific administrative requirements (like mentioning an order number on the invoice), this should be clearly indicated at registration. Necessary Purchase Order-numbers have to be provided to EBC as soon as possible after registration;
- EBC has the right to charge an additional fee up to € 250,00 when the Participant requests EBC to submit specific documents or forms and/or asks to follow time consuming administrative procedures;
- invoices should be paid within 30 days after issuing;
- if an invoice is not paid within this period, EBC will send a reminder and has the right to charge an additional fee up to € 250,00 for administrative costs;
- EBC has the right to hold back the final company report until the participation fee has been paid.

9. Promises and warranties

Other than explicitly set out in these Terms or additional terms, neither EBC nor its suppliers or distributors make any specific promises about the services. For example, EBC makes no commitments about the content provided by the services, the specific functions of the services, or their reliability, availability, or ability to meet the needs of the Participant. EBC provides services “as is”.

10. Liability disclaimer

EBC and its EBC suppliers and distributors shall not be responsible and/or liable for lost profits, revenues, or data, financial losses or indirect damages or consequential damages.

The total liability of EBC, and its suppliers and distributors, for any claims under these Terms, including for any implied warranties, is limited to the amount the Participant paid EBC to use the services (or, if EBC chooses so, to the resupplying of the services to the Participant).

In all cases, EBC, and its suppliers and distributors, shall not be liable for any loss or damage that is not reasonably foreseeable.

11. Applicable law

Dutch law is applicable to all contracts agreed between EBC and Participants.

Any dispute will be settled in a final decision by the court in The Hague.