

# Leiden Centraal – Katwijk – Noordwijk / ESA ESTEC bus stop R-net corridor Agreement

between

Provincie Zuid-Holland

and

ESA



provincie **HOLLAND**  
**ZUID**



**The undersigned:**

1. The legal entity under public law **Provincie Zuid-Holland** (the Province of Zuid-Holland), with its offices in (2596 AW) The Hague at Zuid-Hollandplein 1, pursuant to Article 176, paragraph 2 of the Provinces Act legally represented in this matter by its Member of the Provincial Executive Mr F. Vermeulen, also acting in implementation of the decision of the Provincial Executive dated 16 May 2017, hereinafter referred to as “the Province”;

And

2. The **European Space Agency** (hereinafter referred to as “ESA”), an intergovernmental organisation with its headquarters in Paris, France, and operating the establishment European Space Research and Technology Centre (hereinafter referred to as “ESA ESTEC”) at Keplerlaan 1, 2201 AZ Noordwijk, Netherlands, legally represented for this matter by  Head of Establishment for ESTEC and Director of Technology;

hereinafter jointly referred to as: “the Parties”,

**Whereas:**

1. High-quality public transport (hereinafter referred to as “HOV”) plays an important role in the accessibility of the Randstad conurbation, and this is why the Province of Zuid-Holland has the ambition to realise an HOV network in the Randstad area under the name of R-net;
2. On 22 October 2012, the Minister of Infrastructure and the Environment, the Provinces involved, including the Province of Zuid Holland, and the regions concerned signed the HOV Randstad Administrative Agreement and Randstad Net Ambition 2028 as part thereof, which latter includes the Leiden Centraal - Katwijk - Noordwijk HOV bus corridor;
3. The Leiden Centraal - Katwijk - Noordwijk HOV bus corridor forms part of the Zuid-Holland Noord HOV net to be realised, and the Province will take care of the construction of this HOV corridor;
4. The HOV bus corridor starts next to Leiden Central station and ends in Katwijk;
5. The HOV bus corridor splits into two routes in Katwijk, with one route ending at the Boulevard Zuid in Katwijk and the other route ending at ESA ESTEC in Noordwijk;
6. There is an existing bus stop on the ESA ESTEC premises, that will be upgraded to an R-net stop by the Province;
7. By placing an R-net stop, R-net stop facilities and DRIS facilities, the Province serves a public interest, i.e. the promotion of the public transport flow, for which the Province is the commissioning party in accordance with the Passenger Transport Act 2000;
8. The Province therefore intends to enter into collaboration with ESA and ESA ESTEC.

**Agree as follows:**

**Article 1. Definitions**

In this realisation agreement, the following terms have the following meaning:

- **Agreement:** the Leiden Centraal- Katwijk-Noordwijk/ ESA ESTEC stop R-net corridor agreement concluded between the Province of Zuid-Holland and ESA;
- **DRIS facilities:** facilities within the framework of a Dynamic Passenger Information System, consisting of posts with panels and overview displays and a clock;
- **Halteperron:** stop, without R-net stop facilities;

- **R-net Product Formula:** description of the requirements to be met by R-net communications, as set out in the R-net Product Formula Manual, version 2.0 of February 2013 (Annex 1). This concerns the designs of the logo, printed matter, websites, travel information, vehicles, bus shelters and suchlike;
- **R-net:** R-net stands for high-quality public transport in the Randstad area. To express this quality, authorities have made agreements about the R-net house style. This house style can be applied to the various vehicles, stops and communications about R-net.
- **R-net corridor:** the HOV bus connection between traffic hubs that is part of the R-net;
- **R-net stop:** the stop platform and the R-net stop facilities together;
- **R-net stop facilities:** collective name for facilities that are placed at the urban and regional transport stops that fall under the R-net Product Formula. This concerns inter alia bus shelters, bicycle parks, DRIS facilities and/or facilities for the accessibility of the stop platforms. The requirements for this have been set out in the R-net Bus Stops Manual, version 3.0 of March 2017 (Annex 2);

## Article 2. Purpose of this Agreement

The shared purpose of the Parties is to record, by means of this Agreement, the substantive and procedural agreements between the Parties regarding the location, set-up, implementation, continuation and management and maintenance of the ESA ESTEC R-net stop at the Leiden Centraal - Katwijk – Noordwijk R-net corridor, hereinafter referred to as: “the R-net corridor”. Furthermore, this Agreement sets forth modalities for the accessibility of the R-net stop and facilities on the ESA and ESA ESTEC premises for third parties.

## Article 3. Realisation of the R-net stop, the R-net stop facilities and the DRIS facility

1. ESA agrees to the upgrading, tendering and realisation of the existing stop to become an R-net stop, the R-net stop facilities and the placing of the DRIS facilities on its premises by the Province.
2. In joint consultation with ESA and ESA ESTEC, the Province has made a design for upgrading the existing stop to an R-net stop on the ESA and ESA ESTEC premises. This design has been approved by ESA and has been added to this Agreement as Annex 3.
3. In joint consultation with ESA and ESA ESTEC, the Province will realise the refurbishment of the existing stop on the ESA ESTEC premises to become an R-net stop, in conformity with the design as referred to in Article 2 paragraph 1.
4. The Province is responsible for the on-time delivery, placement and maintenance of the R-net stop facilities, the R-net stop and the DRIS facilities. Placement will be carried out in joint consultation with ESA ESTEC.
5. For the DRIS facilities, the Province realises a continuous power connection on the Province’s own account.
6. The Province takes care of the timely removal of the existing bus shelter. The Province will relocate the bus shelter removed from the ESA and ESA ESTEC premises to the Keplerlaan local stop (also on ESA and ESA ESTEC premises) to replace the bus shelter that was already there. This replaced bus shelter will be disposed of by the Province. Other ESA and ESA ESTEC materials released that do not have any value for ESA ESTEC will be disposed of by the Province.
7. ESA does not claim any property rights in the R-net facilities. The Parties note that after placement on ESA grounds by the Province, some or all of the R-net facilities may automatically become property of the Dutch state that is the owner of the land to which ESA has been granted certain building rights.
8. Subject to its applicable health, safety and security policies, ESA grants the Province and third parties express permission to enter the publicly accessible part of its premises (i.e. outside the main security gate) for the preparation and realisation of the tender procedure for the facilities, and

for their installation, referred to in this Article. Where activities related to the R-net facilities may impact ESA's operations (e.g. access to the site), ESA and the Province will consult and find a mutually acceptable solution.

9. With reference to the handbook and styling it shall be noted in a separate article that the ABRI may not contain any commercial advertising other than advertising agreed and supplied by ESA.
10. The Province bears the costs for the activities specified in this Article.

#### Article 4. Accessibility

1. Subject to its applicable health, safety and security policies, ESA warrants the accessibility of the R-net stop, the R-net stop facilities and the DRIS facilities, in any case between 5 am and midnight, for the Province, the transport provider (bus company) and/or third parties that carry out the management and maintenance for the Province and/or other third parties that make use of the public transport at the R-net stop (as far as the second gate).
2. Subject to its applicable health, safety and security policies, ESA warrants the accessibility of the R-net stop, the R-net stop facilities and the DRIS facilities for all days of the year in accordance with the transport provider's timetable, with the exception of certain ESTEC holiday periods that will be coordinated between ESA and the transport provider.

#### Article 5. Ownership, management and maintenance

The Province is, at its own expense, responsible for the continuation, the management and the maintenance of the R-net stop, the R-net stop facilities, the DRIS facilities and the stop platform in accordance with the R-net Product Formula.

#### Article 6. Other implementing agreements

During the term of this Agreement, ESA commits, on a reasonable effort basis, not to interfere with operations of the R-net stop in accordance with the requirements for an operation that meets R-net standards. If ESA foresees that an interference with the operations of the R-net stop cannot be avoided, it will expeditiously enter into consultations with the Province to find a mutually acceptable solution.

#### Article 7. Planning

The date of replacement of the existing stop facilities and the placement of the new R-net stop, the R-net stop facilities and the DRIS facility will be determined in joint consultation between the Parties, with April 15th 2021 as the target date.

#### Article 8. Communication

The Parties will make further agreements on the responsibilities and the division of tasks with regard to communication.

#### Article 9. Liability

Liability of the Province or ESA for damage arising during the preparation and realisation of the work and/or activities referred to in this Agreement, and potential rights to mutual indemnification in case of claims from third parties, shall be determined in accordance with the applicable law of this Agreement.

Article 10. Duration of the Agreement

1. This Agreement takes effect after signature by the Parties and remains in force until 1 January 2030.
2. The Parties enter into consultations on any continuation of this Agreement by 29 June 2029 at the latest.
3. ESA can request the removal of all R-net facilities after the Agreement is terminated.

Article 11. Applicable law and disputes

1. Dutch law applies to this Agreement and all agreements arising therefrom.
2. In the event of a dispute, the Parties will enter into consultations to see whether an amicable solution can be found for this dispute.
3. If it turns out that such solution is not possible, the dispute will be finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The language of the arbitration shall be English.

Article 12. Final Provisions

1. This Agreement can only be amended if the Parties have reached agreement on the content as well as on the consequences of the amendment. Amendments are only valid if recorded in writing between the Parties. Each amendment will be attached to this Agreement.
2. If one or more provisions of this Agreement turns or turn out to be legally invalid, all other provisions of this Agreement will remain in full force. The Parties will enter into consultations with regard to the legally invalid provision or provisions in order to make alternative arrangements that are legally valid and that are as much as possible in line with the purport of the arrangements to be replaced.

Article 13. Annexes

The following Annexes to this Agreement are included in this Agreement for further reference:

1. R-net Product Formula Manual, version 2.0 of February 2013;
2. R-net Bus Stops Manual, version 3.0 of March 2017;
3. Bus stop design (52.1377\_2.11\_SO\_Estec\_Keplerlaan\_20190327-A1 remarks ESA.pdf)

Agreed, drawn up in duplicate, initialled on each page and signed by the duly authorised representatives of each Party,

in The Hague on .....

in Noordwijk on.....

Provincie Zuid-Holland,  
on its behalf

ESA,  
on its behalf

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F. Vermeulen  
Provincial Executive Member  
for Transport Affairs

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ESTEC Head of Establishment