



European  
Benchmarking  
Co-operation

# Terms & Conditions

for services provided by Stichting EBC Foundation



Version 1.5  
24 January 2024

## 1. Scope

These Terms and Conditions refer to services provided by Stichting EBC Foundation (further called: EBC) in the framework of its benchmarking- and improvement activities for water services.

## 2. EBC's improvement programme for water services

EBC offers a programme to help drinking water- and wastewater utilities improving their services through benchmarking and knowledge exchanges.

Annually, EBC organises benchmarking exercises (or "cycles") for drinking water- and wastewater companies (further called "(Water) utilities" or "Participants"). The benchmarking exercises cover both performance assessment and performance improvement activities.

## 3. General starting points for EBC's benchmarking exercises

- EBC's benchmarking exercises are open to drinking water- and wastewater utilities from across Europe and beyond<sup>1</sup>, who actively want to improve their water services;
- utilities can participate in an exercise by registering online through a link which is available at EBC's programme website [www.waterbenchmark.org](http://www.waterbenchmark.org) and by signing the confirmation letter which is sent by EBC;
- benchmarking exercises typically run from May to December in a calendar year;
- 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 confirmation letter 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 three years (three cycles) 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.

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<sup>1</sup> Except for utilities from the Russian Federation and Belarus

#### **4. Programme communication and -co-ordination**

For adequate programme communication and -co-ordination, EBC expects Participants to designate at least two staff who will perform the following roles:

- a “management contact” for official utility representation and internal co-ordination of the programme activities;
- a “benchmarking co-ordinator” for timely data submission and programme communication. The benchmarking co-ordinator is the operational linking pin between EBC and the internal organisation of Participant.

#### **5. 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 1<sup>st</sup> of July in the year following its participation.

#### **6. 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 annual benchmarking workshop and/or other knowledge exchange events and actively contribute to it;
- make sure that employees leaving the company will no longer have access to the online benchmarking platform.

#### **7. Participation fees and invoicing**

- Participation fees will be announced prior to each benchmarking exercise;
- EBC will send the Participant an invoice for the costs of participation at the start of a new exercise;

- if a Participant has specific administrative requirements (like mentioning an order number on the invoice), Participants should clearly indicate this at registration. Necessary Purchase Order-numbers should be provided by Participants to EBC upon 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.

## 8. 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:
  - a. transparent option: the results for my utility may be shared with other participants. This means that in the utility's individual company report and online database the results of all affirmative participants will be shown with their utility name. All other participating utilities will be shown anonymously;
  - b. anonymous option: the results for my utility must be presented in an anonymous way. This means that in the utility's individual company report and online database the results of all participating utilities will be shown anonymously;
- III. 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;
- IV. public reporting:
  - a. EBC is entitled to report externally about the results of the exercise;
  - b. names of participants and their general characteristics are considered to be public information;
  - c. all other individual utility data/results are confidential and will only be shown in an anonymous way;
- V. comparisons with other data sources will be anonymous, unless agreed otherwise;
- VI. for the remaining, EBC, its partners and Participants endorse the EFQM European Benchmarking Code of Conduct<sup>2</sup> and act accordingly.

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<sup>2</sup> The EFQM European Benchmarking Code of Conduct is available at [www.waterbenchmark.org](http://www.waterbenchmark.org)

## 9. Privacy

EBC highly values transparency and privacy and wants to carefully process and thoroughly secure personal data which is collected in the framework of its benchmarking services, in compliance with the requirements from the General Data Protection Regulation (GDPR).

In its Privacy Notice<sup>3</sup> EBC explains what kind of personal data it collects, the purpose of it, the storage period of the data, exchanges with third parties and how to contact EBC for further information or questions.

## 10. Intellectual property rights, copyright

EBC's benchmarking approaches and benchmarking methodology, which are described in EBC's Reference Guide, and made available to Participants, may be used by Participants in the context of the benchmarking exercises they have registered for. The approaches and methodology may not be shared with third parties.

No parts of the documents that are made available by EBC to Participants in the context of the benchmarking exercises may be reproduced, stored or transmitted in any form or by any means without prior permission of EBC.

## 11. 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".

## 12. Liability disclaimer

EBC and its 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.

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<sup>3</sup> EBC's Privacy Notice is available at [www.waterbenchmark.org](http://www.waterbenchmark.org)

### **13. 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.