**service contract Communications Adviser Valuing Water Initiative**

IUC number: 202005089

**The undersigned:**

1. The State of the Netherlands, which has its seat in The Hague,

represented by the Minister of Economic Affairs for Economic Affairs and Climate Policy*,* legally represented in this matter by [*signatory’s name and position*],

hereinafter referred to as the Contracting Authority,

**and**

2. [*Contractor’s full name and legal form*],

which has its registered office in …, legally represented in this matter by

... [*and* ...] [*signatory’s name*], hereinafter referred to as the Contractor,

**WHEREAS:**

– The Contracting Authority requires ……;

– The Contracting Authority has published a tender document for this purpose;

– The Contractor submitted a tender on [*day month year*];

– The Contracting Authority has awarded the contract to the Contractor based on this tender;

– The Contractor has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;

– The Parties wish to lay down the ensuing legal relationship in a written Contract;

**AGREE AS FOLLOWS:**

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

**1. Object of the Contract**

* 1. The Contracting Authority hereby commissions the Contractor to perform services as described in the quotation submitted by the Contractor on [*date*] based on the tender issued by the Contracting Authority on [*date*] , in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.

1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

 1. this document including schedules;

 2. the Summary of Additional Information

 3. the tender document;

 4. the ARVODI 2018;

5. the tender issued by the Contractor to the Contracting Authority on [*date*],

1.3 **<OPTIONAL>** The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be submitted in electronic form

1.4 **<OPTIONAL>** The final report will be preceded by a draft report, of which [*number*] copies will be supplied.

1.5 The Parties will consult with a view to deciding on the format of the final report. The final report will in any event state that the Contracting Authority is the copyright owner.

**2. Formation and duration of the Contract**

2.1 This Contract is formed once it has been signed by [*both*]Parties.

2.2The agreed Services must be completed by [*date*]*.*

**OR**

2.2The agreed Services will be performed in the period from [*date*] to [*date*], with an option to extend the Contract by the Contracting Authority for a period of ... year.

**3. Price and other financial provisions**

3.1 The Contractor will invoice retrospectively, based on the number of [*days/hours*] per month actually worked and a [*daily/hourly*] rate of €… (excluding VAT and including travel, accommodation and any other costs).

The maximum sum to be invoiced by the Contractor is €… (excluding VAT); the Contractor guarantees that this sum will not be exceeded.

3.2 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.

3.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.

3.4 The agreed rates are fixed and invariable during the term of this Contract.

3.5 Payment will be made as follows:

- a sum of €… (excluding VAT) after this Contract has been signed;

- a sum of €… (excluding VAT) after [*instalment*] has been accepted;

- a sum of €… (excluding VAT) after [*instalment*] has been accepted;

- the remainder will be paid after the results of the Services have been accepted.

3.6 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.

**4. Contacts / project managers**

4.1 The Contracting Authority’s contact is ...

The Contractor’s contact is ...

4.2Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties’ behalf.

**5. Time and place**

5.1 The Services will be performed in [*place*].

5.2 If the Services are performed at the Contracting Authority’s offices, the Contracting Authority will give the Contractor’s Staff access to the place where the Services are to be performed and will enable the Contractor’s Staff to perform the Services in working conditions that reflect the Party’s usual practice and during normal office hours.

**6. Other Terms and Conditions**

6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) of which the Parties have already received a copy, in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.

6.2In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:

1. if the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code; or
2. if a member of the Contractor’s Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code and that staff member is on the Contractor’s executive, management or supervisory board or has representative, decision-making or audit powers.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.

6.4In addition to article 24 of the ARVODI 2018, the Contracting Authority has sole authority to publish reports or parts thereof. The Contractor will be cited as the implementing organisation if the Contracting Authority decides to do so. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so.

6.5***<*OPTIONAL*>*** In addition to article 24 of the ARVODI 2018, the Contractor may use, for the purpose of academic research and education, information obtained in the course of performing the Services, with the exception of personal information of a confidential nature. In doing so, the Contractor will not act contrary to the Contracting Authority’s interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance. If the Contracting Authority decides not to publish the results of the Services, the Contractor may submit a written request to the Contracting Authority, asking for permission to publish the results itself. This permission should be given in writing, and will not be withheld without good reason. The Contracting Authority may attach certain conditions to its permission.

**7. User rights**

7.1 Articles 24.1, 24.5 and 24.6 of the ARVODI 2018 do not apply.

7.2 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

**8.** **Declaration of integrity**

The Contractor hereby declares that it has not offered or given members of the Contracting Authority’s Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority’s Staff to perform or refrain from performing any act.

**9. Final provisions**

9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

9.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done and signed in duplicate.

The Hague, [*place*],

[*date*]:[*date*]:

For the Minister of [*name Contractor*]

Economic Affairs and Climate Policy

and commissioned by

[*Contractor’s name*][*name of portfolio*]

Jan van Spronsen MSc.[*signatory’s name*]

Unit Manager Procurement Office [*signatory’s position*]

[Schedule(s):

* Data Processing Agreement
* (ARVODI 2018)]