

AGREEMENT

Geophysical soil investigations for the offshore Hollandse Kust (west) Wind Farm Zone in the Netherlands,

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by [*signatory's name and position*], hereinafter referred to as the CLIENT,

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,

together referred to as the 'PARTIES' and individually as a 'PARTY',

WHEREAS:

1. The CLIENT wishes, in relation to the execution of WORK for *Geophysical soil investigations* at the WORKSITES in the offshore Hollandse Kust (west) Wind Farm Zone in the Netherlands, to agree fixed terms for a certain period with one contractor;
2. To this end, the CLIENT wishes to conclude an agreement, hereafter referred to as AGREEMENT, laying down the conditions applicable to the execution of WORK to be awarded by the CLIENT during the said term;
3. An EU tender procedure for the selection of a party to this AGREEMENT has been conducted on the basis of the TENDER DOCUMENT and subject to the Public Procurement Act 2012;
4. The CLIENT has judged the CONTRACTOR's bid to be the most economically advantageous bid;

AGREE AS FOLLOWS:

A number of terms in this AGREEMENT are written with full capitals. These terms are defined in article 1 of the Conditions of Contract (Contract Section II). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this CONTRACT:

AGREEMENT: The written agreement between the contracting authority and the CONTRACTOR.

CONTRACTOR: a tenderer selected to be Party to the AGREEMENT relating to the execution of WORK at WIND FARM SITES in the offshore WIND FARM ZONES Hollandse Kust (west) in the Netherlands.

OFFER: the offer dated ..., ref. ..., submitted by the CONTRACTOR on the basis of the TENDER DOCUMENT in the context of the EU tender procedure dated ..., ref. TN182845.

TENDER DOCUMENT: the CLIENT's document dated [*date*], ref. TN182845 which describes and explains participation in the AGREEMENT for the execution of WORK during a certain period, the tender procedure to be followed and the selection and award criteria.

WORK: the work that the CONTRACTOR is to execute for the CLIENT under the terms of this AGREEMENT.

1. Object of the AGREEMENT

- 1.1 The following documents together form this AGREEMENT. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document (I);
 2. Memorandum of information, issued by CLIENT d.d..., ref....
 3. the following Sections:
 - (II) Conditions of Contract;
 - (III) Remuneration
 - (IV) Scope of Work
 - (V) Health Safety & Environment Requirements
 - (VI) Quality Requirements & Administrative instructions
 - (VII) Starting Points and Assumptions
 4. the TENDER DOCUMENT TN182845;
 5. the OFFER;
 6. the confirmation of the proposed vessels;

2. Duration of the AGREEMENT

- 2.1 This AGREEMENT enters into force on the date that it is signed by both Parties and ends on xxxx, with the option of extension by [period] under the same conditions to be exercised unilaterally by the CLIENT.
- 2.2?** The CLIENT must notify the CONTRACTOR in writing no later than one month before the expiry of the initial term of the AGREEMENT if it intends to exercise its option to extend the AGREEMENT. If the CONTRACTING AUTHORITY does not exercise its option to extend the AGREEMENT, it will end automatically upon expiry of the initial term of the AGREEMENT.
- 2.3 The KEY DATES are specified in Section IV – Scope of Work (Specific).

3. Price and other financial provisions

- 3.1 The CONTRACTOR will execute the WORK on the basis of this AGREEMENT under applicable terms and the CONTRACT PRICE as specified in Section III – Remuneration (Contract Price).
- 3.2 The agreed Contract Price will not be subject to indexation.
- 3.3 The CONTRACTOR will send the invoice(s) to the CLIENT by e-mail. The CONTRACTOR will send the invoice(s), quoting the above-mentioned contract number and commitment number / purchase order number / resource expenditure number , to:

4. Contacts / Project managers

- 4.1 The CLIENT's contact is The CONTRACTOR's contact is
- 4.2 At least two times per year, the contacts of the two PARTIES will hold consultations on the way in which this AGREEMENT is being implemented (interim evaluation(s)).
- 4.3 The contacts cannot make legally binding agreements on the PARTIES' behalf.
- 4.4 In addition to Clause 3.1 of Section II Conditions of Contract;
 - the CLIENT's REPRESENTATIVE is [...]
 - the CONTRACTOR's REPRESENTATIVE is [...]

5. Time and place

- 5.1 The WORK will be executed at the WORKSITE and in the period as specified in Section IV – Scope of Work.

6. Other Terms and Conditions

- 6.1. As referred to in Clause 10.2(b) of the Conditions of Contract; the Defects Liability Period is 365 days, commencing at the agreed date at which the WORK or the relevant part of the WORK was completed.
- 6.2 As referred to in Clause 13.8 of the Conditions of Contract; the period of suspension is 14 days.
- 6.3 As referred to in Clause 14.3 of the Conditions of Contract; the latest time for receipt of invoices is 60 days.
- 6.4 As referred to in Clause 17.4 of the Conditions of Contract; such rights shall vest in CONTRACTOR
- 6.5 As referred to in Clause 20.2 of the Conditions of Contract; insurance by the CONTRACTOR: employers liability is [amount], general third party is [amount].
- 6.6 As referred to in Clause 29.6 of the Conditions of Contract; the addresses for the service of notices are:
- CLIENT: [...]
- CONTRACTOR: [...]
- 6.7 As referred to in Clause 30.1(a) of the Conditions of Contract; the liability before the date of completion of the WORK is limited per event to the sum of [...]
- 6.8 As referred to in Clause 30.1(b) of the Conditions of Contract; the liability after the date of completion of the WORK is limited per event to the sum of [...]
- 6.9 As referred to in Clause 30.2 of the Conditions of Contract; the limitation period shall cease until the end of the defects correction period
- 6.10 As referred to in Clause 31.1(b) of the Conditions of Contract; the nominees for the resolution of disputes are:
- CLIENT: [...]
- CONTRACTOR: [...]
- 6.11 Notwithstanding the provisions of article ... of the Conditions of Contract, the following provision applies to ...:
- 6.12 As referred to in Clause 22.6 of the Conditions of Contract; the penalty for CONTRACTOR for breaching its duty of confidentiality is €50.000,- per breach. For the purposes of this Clause, "Third Party" shall mean any member of the CLIENT (other than the CLIENT) or CONTRACTOR GROUP (other than the CONTRACTOR).

7. Declaration of integrity

The CONTRACTOR affirms that it has not offered or given members of the CLIENT's Staff any benefit in order to be selected to be party to this AGREEMENT, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. It undertakes not to do so in the future with a view to inducing any members of the CLIENT's Staff to perform or refrain from performing any act.

8. Final provisions

- 8.1 Any derogations from this AGREEMENT are binding only if they have been expressly agreed by the PARTIES in writing.
- 8.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this AGREEMENT are nullified by the signature of this AGREEMENT.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, *[date]*

[place, date]

For the Minister of Economic Affairs and Climate Policy,

For *[CONTRACTOR's name]*

[signatory's name and position]

[signatory's name and position]

Schedule(s):

- B. Section II. Conditions of Contract
- C. Section III. Remuneration
- D. Section IV. Scope of Work
- E. Section V. Health Safety & Environment Requirements
- F. Section VI. Quality Requirements & Administrative instructions
- G. Section VII Starting Points and Assumptions
- H. Memorandum of information, issued by the CLIENT on *[date]*, ref.....
- I. the TENDER DOCUMENT
- J. the OFFER
- K. the confirmation of the proposed vessels