

**Framework Agreement for the implementation of
7 regional, nationally scalable MaaS pilots**

Contract number
version 0.95

Date: 29 June 2018

Issued by	Ministry of Infrastructure and Water Management Directorate General Mobility Rijnstraat 8 Postbus 20901 2500 EX DEN HAAG
Date	
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The undersigned:

1. The State of the Netherlands, having its registered office in The Hague, is lawfully represented in this matter by the Minister of Infrastructure and Water Management, on behalf of the following: Director-General for Mobility, Mr M.M. Frequin, hereinafter to be referred to as the 'Ministry of Infrastructure and Water Management'; also on behalf of local contracting authorities who have made agreements to this effect in writing with the Ministry of Infrastructure and Water Management:

- Municipality of Amsterdam
- Municipality of Eindhoven
- Province of Utrecht (or municipality of Utrecht)
- Twente region
- Joint Scheme for the Public Entity Public Transport Service of the Municipality of Groningen and the Provinces of Groningen Drenthe
- Province of Limburg (or municipality of Maastricht)
- Province of Overijssel
- Stichting Verkeersonderneming Rotterdam

These contracting authorities are also the Principal in this Framework Agreement and may independently conclude Further Agreements.

Each of these contracting authorities is further referred to the 'Principal'.
The Ministry of I&W and the Principals together referred to as 'Public Authorities':

and

2., having its registered office in, hereafter referred to as: Service Provider,

All parties stated above are collectively referred to as Parties.

CONSIDERING:

- Mobility as a Service (MaaS) concerns the provision of multimodal, demand-driven mobility services, whereby tailor-made travel options are offered to customers via a digital platform with real-time information, including payment and transaction processing.
- The Public Authorities wish to initiate and further develop market development in the field of MaaS by means of cooperation between the Public Authorities and expert market parties and between market parties themselves.
- The Public Authorities aim to scale up MaaS nationally with a large and rapidly growing volume of participants, with a major impact, whereby MaaS service providers will stand on their own two feet in the Netherlands within two years.
- The Public Authorities want 7 regional, nationally scalable, MaaS pilots to be carried out.
- The Public Authorities are striving to achieve rapid national scalability and a wide range of pilot projects,
- The Public Authorities are convinced that national rules on data exchange, open standards and non-discriminatory cooperation, among other things, are necessary to ensure that the regional MaaS pilots can actually be scaled up on a national scale.
- The Ministry of I&W, on behalf of the abovementioned Principals and other parties, has issued an open invitation to tender in respect of the MaaS, dated..... 2018, TenderNed ref, for the conclusion of the MaaS Framework Agreement.
- The regional pilots will be put out to tender by a Principal by means of mini-competitions on the basis of the Framework Agreement.
- In the context of the Framework Agreement and the decentralised pilots, the Public Authorities wish to gain the necessary learning experiences to create conditions and, where necessary, remove obstacles to the healthy market development of MaaS.
- The Service Provider has subscribed to the MaaS Framework Agreement and has been invited to join the Framework Agreement following an assessment of its suitability and the fulfilment of the assessment criteria.
- The parties now wish to conclude this framework agreement.

agree that:

The terms used in this Framework Agreement with an initial capital letter embody the meaning as assigned to them in Appendix 1 Definitions.

1. Purpose and content of the Framework Agreement

1.1 Purpose:

- to allow service providers to develop and roll out good MaaS services under agreed conditions, whereby the government helps to create the right (legal) conditions for the development of MaaS;
- to be the legal basis for regional pilots with financial support from the government.

1.2 The following documents are contract documents and form part of the Framework Agreement. In so far as these documents contradict each other, the document referred to before will take precedence over the document referred after:

- The Framework Agreement
- Appendix 1: Information notes
- Appendix 2: Programme of Requirements for MaaS (PoR)
- Appendix 3: Glossary
- Appendix 4: Descriptive document MaaS Framework Agreement, with informative appendices A, B and C
- Appendix 5: Standard European Procurement Document
- Appendix 6: Commercial register extract(s)

1.4 The content of the Framework Agreement and the appendices to the Framework Agreement will take precedence over the content and appendices of any subsequent agreement.

1.5 The Administrative Agreement(s) concluded between the Ministry of I&W and the local and regional authorities (i.e. the Public Authorities) are only valid between the signatories of the Administrative Agreement(s). The Service Provider cannot derive any rights from the Administrative Agreement(s) and cannot invoke the Administrative Agreement(s) vis-à-vis the Ministry of I&W and/or one or more Local and Regional Authorities in any legal action.

2. Establishment, Duration and periodic Renewal of the Framework Agreement

2.1 The Framework Agreement is established by the Ministry of I&W and the Service Provider signing the Framework Agreement.

2.2 The Framework Agreement will remain in force until the time of Renewal of the Framework Agreement and at the latest until 31 December 2022.

2.3 The Ministry of I&W is entitled to terminate the Framework Agreement in a general sense with three months' notice.

2.4 The Ministry of I&W intends to make use of the right referred to in the third paragraph to renew the Framework Agreement, whereby other authorities acting as the principal can join the new Framework Agreement by making written agreements with the Ministry of I&W. In addition, in the event of a Renewal,

new Service Providers may join the Framework Agreement. Finally, in the event of a Renewal, changes can be made to the Framework Agreement and the contract documents.

- 2.5 The Ministry of I&W will renew the Framework Agreement by launching a new European public tender.
- 2.6 In the European public tender for a Renewal of the Framework Agreement, the Ministry of I&W will limit the administrative burden on Service Providers in the Framework Agreement as much as permitted by law.

3. Responsibilities of the Public Authorities

- 3.1 Public Authorities strive to remove barriers to the development of MaaS services.
- 3.2 The Public Authorities will ensure that public transport (OV) companies (with a public transport concession) and other organisations with an exclusive right cooperate with Service Providers on a non-discriminatory basis.
- 3.3 The Public Authorities strive to ensure that as many public transport companies as possible participate actively and cooperatively in the development of the MaaS.
- 3.4 Public Authorities will endeavour to encourage as many other transport providers as possible (e.g. taxis, car-sharing, bicycle-sharing car-hire and bicycle-hire, ferries, etc.) to become part of the services of MaaS providers from the outset..

4. Responsibilities of the Service Provider (detailed in appendices 2 and 4)

- 4.1 For the duration of the Framework Agreement, the Service Provider will be obliged to comply with the requirements and obligations set out in and pursuant to the Framework Agreement.
- 4.2 In the performance of a Further Agreement, the Service Provider will be obliged to make management information available to the Principal, with due observance of the obligations set out in the PoR (Appendix 2).
- 4.3 The Ministry of I&W has the right to verify by means of an audit whether the Service Provider complies with the PoR and other stipulated requirements. The right to a fair hearing will be applied in an audit, whereby the Service Provider will be entitled to respond to the audit report in writing within a reasonable period of time.
- 4.4 The Ministry of I&W has the right to terminate the Framework Agreement with the Service Provider if it is explicitly established that the Service Provider does not meet a requirement in the PoR or any other stipulated requirement.
- 4.5 The burden of proof for dissolution of the Framework Agreement pursuant to Clause 4 will rest with the Ministry of I&W.
- 4.6 The Ministry of I&W will not exercise this right to terminate until the Service Provider has been given the opportunity to make his views known in writing and verbally.

5. Privacy and security

- 5.1 During the term of the Framework Agreement, the Service Provider will be obliged to observe the statutory provisions regarding privacy and security.
- 5.2 For each regional pilot project, the 'responsible person' within the sense of the General Data Protection Regulation will be defined in the Further Agreement.
- 5.3 The Principal is entitled to verify by means of an audit whether the Service Provider complies with the statutory provisions regarding privacy and security in the performance of a Further Agreement. The right to a fair hearing will be applied in an audit, whereby the Service Provider will be entitled to respond to the audit report in writing within a reasonable period of time.
- 5.4 The Ministry of I&W will have the right to dissolve the Framework Agreement if it transpires that the Service Provider has failed to comply with the statutory provisions regarding privacy and security in the performance of a Further Agreement.
- 5.5 The Ministry of I&W will not exercise this right to terminate until the Service Provider has been given the opportunity to make his views known in writing and verbally.

6. Mini-competitions for the purpose of concluding a Further Agreement

- 6.1 A Further Agreement for a regional pilot is tendered by a Principal by means of a mini-competition.
- 6.2 The Principal will invite all Service Providers with whom a Framework Agreement has been concluded to the mini-competition.
- 6.25 The Principal and I&W will assess the mini-competition jointly.
- 6.3 The Principal will award the contract on the basis of the criterion of best price-quality ratio (BPQR). This award criterion will be worked out in detail by the Principal in the tender procedure for the mini-competition.
- 6.4 There is a wide 'scope' for Principals to design the tender procedure for a mini-competition. A mini-competition can be based on or contain elements of one, among other things:
 - competitive dialogue
 - innovation partnership
 - competition
 - multi-winners procedure
 - straightforward mini competitions with one winner.In all cases, the procedure will be fair, transparent and competitive.
- 6.5 In subscribing for a mini-competition, a Service Provider is free to strengthen his hand with subcontractors, including other Service Providers. The obligations of the Service Provider under the Framework Agreement apply in full to the activities of the subcontractors engaged by the Service Provider.

7. Contact persons (Project leaders)

Contact person of the Ministry of I&W is

Contact person of the Service Provider is

8. Communication

8.1 The Principal is responsible for communicating about the service and the resulting activities to the media, local residents and other interested parties and to interested organisations.

8.2 The Service Provider is responsible for communicating about participation in MaaS service provision to interested parties and (potential) Participants.

9. Applicable Terms and Conditions

9.1 The Framework Agreement is not subject to any general terms and conditions other than those set out in the appendices to the Framework Agreement. The applicability of any general and special terms and conditions of the Service Provider is excluded.

9.2 A Principal has the right to impose its own general (purchase) conditions in a mini-competition and a Further Agreement..

10. Integrity Statement

The Service Provider declares that, in order to obtain the assignment, it has not offered, given, or allowed to be offered or given, any advantage to the Principal's Personnel nor will he do so in order to persuade persons employed by the Principal to undertake any action or to refrain from such.

11. Final Stipulation

Amendments to this Framework Agreement will be binding only insofar as they have been expressly agreed in writing between the Ministry of I&W and the Service Provider.

Thus agreed on the last of the following dates and signed in duplicate,

....., dated.

Ministry of IenW

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....., dated.

Service Provider

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