

**Pre-competitive dialogue agreement for the
formation of consortia for the Framework
Agreement for the implementation of 7 regional,
nationally scalable MaaS pilots**

contract number
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Date: June 22, 2018

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

1. The State of the Netherlands, having its registered office in The Hague, legally represented in this matter by the Minister of Infrastructure and Water Management, on behalf of the Minister: Director-General for Mobility, Mr M.M. Frequin, hereinafter referred to as the 'Ministry of I&W ';

and

2., with offices in, hereafter referred to as: **Participant**,

All parties mentioned together, to be referred to as Parties.

CONSIDERATIONS:

- Mobility as a Service (MaaS) concerns the provision of multimodal, demand-driven mobility services, where customised travel options are offered to customers via a digital platform (e.g. Mobile app) with real-time information, including payment and transaction processing.
- Together with a number of regions, the Ministry of I&W wishes to initiate and further develop market development in the field of MaaS through cooperation with other authorities, with expert market parties and between market parties themselves.
- The Ministry of I&W wishes to gain learning experiences in order to create conditions and, where necessary, remove obstacles to the healthy market development of MaaS.
- The Ministry of I&W intends to work with seven regions to gain learning experiences through regional, nationally scalable MaaS pilots.
- The Ministry of I&W intends, partly on behalf of local and regional authorities, to issue an open tender for the MaaS, for the conclusion of a Framework Agreement for the MaaS, on the basis of which regional nationally scalable pilots can be tendered out by local and regional authorities by means of mini-competitions.
- The Ministry of I&W is striving with the regions to scale up MaaS nationally with a large and rapidly growing mass of customers, with a major impact, whereby MaaS services will stand on its own two to three years from now in the Netherlands.
- The Ministry of I&W is convinced that national rules on, among other things, data exchange, (open) standards and non-discriminatory cooperation are necessary for the development of MaaS.
- The Ministry of I&W wishes to pursue a Pre-competitive dialogue with the aim of
 - matching and syndication;
 - making agreements and setting standards;
 - obtaining feedback on the draft tender dossier for the MaaS Framework Agreement.
- The parties want the agreements made and the standards set in the Pre-competitive Dialogue to be applied in the MaaS Framework Agreement and the regional, nationally scalable MaaS Pilots.
- On ... the Ministry submitted an open tender via TenderNed and Ted to market parties to apply for the Pre-competitive dialogue.
- Participant has subscribed to participation in the pre-competitive dialogue and have been invited to join the Pre-competitive dialogue after an assessment of their suitability and of their compliance with the assessment criteria.
- The Parties now wish to conclude this Agreement.

agree:

For the purpose of this Agreement, certain terms are used with an initial capital letter. These terms have the meaning given to them in Appendix 1 to the List of Definitions.

1. Purpose of the pre-competitive dialogue

1.1 Purpose:

- Consortia formation: Participants in the Pre-competitive dialogue are given the opportunity to find each other to form consortia. It is perfectly permissible for them to develop a MaaS service together, possibly for the purpose of participating in the tender of the MaaS Framework Agreement for the Regional Pilots.
- Establishing standards: in order to accelerate the development and use of MaaS services in the Netherlands, the right conditions must be created, for example by defining open standards and making agreements about data exchange.
- Finding solutions for obstacles: in the Pre-competitive dialogue, additional information can be gathered in order to arrive at better answers to the questions and obstacles that are currently being observed and the right conditions can be found to allow MaaS to get off the ground on a large scale via the Pilots.
- Consult the market on the draft tender dossier for the Framework Agreement for the 7 regional, nationally scalable MaaS pilots, which will be put out to tender on 17 September 2018.

2. Establishment and duration of the Agreement

- 2.1 The Agreement is established by the signature of the Ministry of I&W and the Participant.
- 2.2 The Agreement will remain in force until terminated by one of the Parties.
- 2.3 The Ministry of I&W has the right to terminate the Agreement in a general sense (with all Participants) with a notice period of one month.
- 2.4 The Participant has the right to terminate the Agreement with a notice period of one month.
- 2.5 The Ministry of I&W is entitled to terminate the Agreement with the Participant if the Participant fails to comply with the provisions of the Agreement or with the requirements of the PoR (Programme of Requirements).
- 2.6 The Ministry of I&W will only exercise the right referred to in the previous paragraph after the Participant has been given notice of default, has been able to express his opinion in writing and orally and after the Participant has been given a reasonable period in which to comply with the Agreement.

3. Obligations of the Ministry of Infrastructure and the Environment

- 3.1 The Ministry of I&W will act transparently in the Pre-competitive dialogue and will respect the principle of equality in its communication and cooperation with the Participants.
- 3.2 The Ministry of I&W will organise, facilitate and finance the process and the 3-4 afternoon Pre-competitive dialogue sessions.
- 3.3 The financing of the Pre-competitive dialogue does not include offering compensation to the Participant for its participation in the Pre-competitive dialogue.
- 3.4 The Ministry of I&W will send the draft tender dossier for the MaaS Framework Agreement to the Participant for feedback.
- 3.5 The Ministry of I&W will respect any intellectual property rights of the Participant. However, standards and other knowledge and/or information developed within the framework of the Pre-competitive dialogue will be public and will be published by the Ministry of I&W.

- 3.6 The Ministry of I&W will take account of the decision-making process in the context of the Pre-competitive dialogue.

4. Obligations of the Participant

- 4.1 During the term of the Agreement, the Participant is obliged to comply with the provisions of the Agreement, the requirements of the PoR (Appendix 1) and the Declaration for grounds for exclusion signed by him.
- 4.2 Participant will engage constructively in the Pre-competitive dialogue and cooperate with all participating parties
- 4.3 The Participant will accept the standards and agreements laid down in the Pre-competitive dialogue.
- 4.4 The Ministry of I&W has the right to verify by means of an audit whether the Participant complies with the provisions of the Agreement or with the requirements of the PoR. 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 over a reasonable period of time. The Participant will cooperate constructively in any audit.

5. Decision-making

- 5.1 In the Pre-competitive dialogue, the Ministry of I&W and the Participants discuss, among other things, standards, interfaces, APIs and other rules concerning MaaS. Each topic is the subject of a serious exchange of views, with the aim of arriving at a widely supported product or deliverable.
- 5.2 The Ministry of I&W brings, when in its opinion a subject is ripe for doing so, the product concerned or deliverable as a proposal for the adoption of a decision by means of 'dutchmobilityinnovations.com (DMI)'.
- 5.3 Each Participant will be entitled to express his opinion to I&W by means of DMI.
- 5.4 The Ministry of I&W will reply to any response referred to in the fourth paragraph in writing via DMI.
- 5.5 Each Participant has one more right to respond via DMI, after which the procedure for discussion of the decision ends.
- 5.6 The Ministry of I&W will take a decision:
- to adopt the product or deliverable, unchanged;
 - to adopt the product or deliverable, changed;
 - not to adopt the product or deliverable and either to discuss it further in the Pre-competitive dialogue or not to take it any further.

6. Contract documents

The following documents are contract documents and form part of the Agreement. In so far as these documents contradict each other, the document referred to above takes precedence over the document referred to later:

Pre-competitive dialogue agreement

Appendix 1: Schedule of Requirements

Appendix 2: List of definitions

Appendix 3: Declaration of grounds for exclusion

Appendix 4: Tender document public subscription procedure Pre-competitive dialogue for the formation of consortia for the Framework Agreement for the implementation of 7 regional, nationally scalable, MaaS pilots

Appendix 5: Commercial register extract(s)

6. Contact persons (Project leaders)

The contact person for the Ministry of I&W is

The contact person for the Service Provider is

7. Communication

7.1 The Ministry of I&W is responsible for external communication on the content and course of the Pre-competitive dialogue to politicians, the media, interested parties and interested organisations.

7.2 The Participant will exercise restraint with regard to external communication.

7.3 The portal 'dutchmobilityinnovations.com (DMI)' is used as a medium for communication, reporting, matching, decision making and version management.

8. Applicable Conditions

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

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

....., dated

Ministry of I&W

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....., dated

Participant

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