



**Runner-up Contractor Agreement
concerning
DAMPS**

KB, NATIONAL LIBRARY OF THE NETHERLANDS

May 2019

Having its registered office in The Hague and its principle place of business at
Prins Willem-Alexanderhof 5, 2595 BE.
Registered in the commercial register maintained by the Chamber of Commerce in Utrecht
under Number 27377634.

THE UNDERSIGNED,

KB, NATIONAL LIBRARY OF THE NETHERLANDS, A NON-DEPARTMENTAL PUBLIC BODY (NDPB),
having its registered office in The Hague, and its principal place of business at Prins Willem
Alexanderhof 5 in The Hague, hereinafter referred to as the “**Client**”, legally represented in
this matter by Mr E.J.B. Knibbeler, General Manager.

Hereinafter referred to as: The Client

and

[Name], **[legal form]**, having its registered office and principal place of business at
[.....], registered in the commercial register under number [...].

hereinafter referred to as: The Contractor

Jointly hereinafter referred to as the “**Parties**”;

WHEREAS:

- The Client Issued the invitation to tender [“....”] on [...] to which the Contractor submitted an offer on [...] with the reference [...];
- The Contractor is ranked in second place on the basis of its tender [.....];
- The Client has awarded the contract to [.....] with an initial term of 48 months, commencing on the date that both Parties signed it. The Agreement may be unilaterally extended three times for a term of 24 months.
- The Contractor is prepared to conclude and implement the Runner-up Contractor Agreement.
- Against this background, the Parties hereby enter into this Runner-up Contractor Agreement under the following conditions and stipulations.

They declare that they have agreed as follows:

Article 1 Entry into force

1. The Client is entitled to terminate the Agreement with [.....] in the interim as stated in this Agreement.

2. The Client has the option to use this Runner-up Contractor Agreement or to start a new European Tendering Procedure.
3. The Contractor will honour its Tender for 9 months from the date of submission.
4. If the Runner-up Contractor Agreement is used, a new Agreement will be drawn up that is equivalent to the original Agreement from the Tendering Document for the remaining term of the contract period.

Article 2 Termination

1. This Runner-up Contractor Agreement ends if the Client starts a new European Tendering Procedure in accordance with article 1.2.
2. This Runner-up Contractor Agreement ends by operation of law once the term of validity stated in article 1.3 has expired.
3. This Runner-up Contractor Agreement will cease to have effect at the moment that the Contractor enters into an Agreement as part of this Runner-up Contractor Agreement.
4. If the Client wishes to use this Runner-up Contractor Agreement and the Parties are unable to agree on the terms and conditions/details of the Agreement, or if the Contractor does not have sufficient capacity available, then the Parties will end this meeting without entering into an Agreement.

Article 3 Law

1. This Runner-up Contractor Agreement is exclusively governed by Dutch law.

Thus agreed, drawn up and signed in duplicate:

On behalf of the Client:

On behalf of the Contractor:

Date:

Date:

Name:

Name:

Position:

Position: