

**THIS DRAFT PUBLIC SERVICE CONTRACT WILL BE TAILORED TO THE WINNING TENDER AFTER THE
PRELIMINARY AWARDING DECISION HAS BEEN PUBLISHED.**

Contract number: ...

The undersigned:

1. VOF Regiogroei, which has its seat in Hilversum,
represented by _____ for *[name of portfolio]*,
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 asked *[name of company]* to issue a quotation for this purpose;
- *[Name of company]* issued a quotation on *[day month year]*;
- The Contracting Authority has accepted this quotation;
- *[Name of company]* 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

- 1.1 The Contracting Authority hereby commissions the Contractor to perform (*if necessary, briefly describe the Services or the nature of the activities*) as described in the tender submitted by the Contractor on [date] (ref. ..., see Schedule ...), 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;
 2. the ARVODI 2018;
 3. the tender documentation;
 4. the other Schedules;
 5. the proposal issued by the Contractor to the Contracting Authority on [date], ref ...
- 1.3 In addition to or in derogation from the provisions of article 1.1 of this Contract, the following Services will be performed:

2. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by [both] Parties.
- 2.2 The agreed Services will be performed in the period from [date] to [date].

- 2.3 If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

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).
- 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 After [*date*], the rates may be adjusted once a year as of [*day, month*] in line with the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements in the business services sector. For this purpose, the figure for the preceding month [(*month*)] will be used, with the index for [*month, year*] being set at 100%.

- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 The Contractor must submit invoices electronically in the manner prescribed in the request for quotations.
- 3.7 The Contractor will claim expenses which are eligible for reimbursement under the Contract, less the VAT it has already paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.

4. Contacts / project managers

- 4.1 The Contracting Authority's contact is ... The Contractor's contact is ...
- 4.2 The Contracting Authority's project manager is: ... The Contractor's project manager is: ...
- 4.3 Notwithstanding 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 In principle, the Services will be performed at the Contractor's offices.

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) [(see Schedule ...)], [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.
- 6.2 Notwithstanding the provisions of article ... of the ARVODI 2018, the following provision applies to ...:

- 6.6 Article 19 of the ARVODI 2018 does not apply. (**Instructions:** bank guarantee not required in the case of a public body.)
- 6.7 Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any loss incurred by the other Party.
- 6.8 Notwithstanding the provisions of article 26.1 of the ARVODI 2018, at the Contracting Authority's first request the Contractor will take out and retain insurance that is appropriate and customary by prevailing standards in respect of the following risks:
- 6.9 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply *mutatis mutandis*.
- 6.10 In 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:
- a. 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
 - b. 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.
- 6.11 Articles 6.1 and 6.2 of the ARVODI 2018 do not apply. The Contractor may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement staff.

7. 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.

8. Final provisions

8.1 Any derogations from this Contract 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 Contract are nullified by the signature of this Contract.

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

Hilversum, [date]

[place, date]

For t_____ for
[name of portfolio]

For [Contractor's name]

[signatory's name]
[signatory's position]

[signatory's name]
[signatory's position]

Schedule(s): Data Processing Agreement (ARVODI 2018)