

Contract relating to the NPO Terms and Conditions for IT contracts 2018 regarding

<Caption showing the nature of the Performance>

The undersigned:

1., Stichting Nederlandse Publieke Omroep, trading as Nederlandse Publieke Omroep (NPO), with its offices at Bart de Graaffweg 2 in Hilversum, duly represented here by *<position>*, *<name of person signing>* of the NPO, hereafter referred to as: Contracting Authority,

and

2. *<Full name and legal form of contractor>*, with its (registered) offices at *<location>*, here duly represented by *<role>* *<name of person signing>* hereafter referred to as: Contractor,

Whereas:

Organisation and Objective of Contracting Authority

- a. The Contracting Authority has been appointed in the 2008 Media Act as collaboration and coordination body for the execution of the national public media task and within that context it carries out work for the benefit of looking after matters which are of common interest to the national public media service and the national public media institutions (hereafter referred to as: 'the Broadcasters');
- b. Within the context of carrying out its task, the Contracting Authority needs to conclude a Contract with at most a single provider in the field of the Core Player. This is a player which can be used to display streaming audio and video content by the public Broadcasters on our touch points such as NPO Start, Sites & apps, BVN, broadcaster sites, etc. *Procurement Process*
- c. In relation to what has been referred to above under a and b, the Contracting Authority has instigated procurement of a *<Core Player>* through the *<European Procurement Process>*;
- d. on *<date>* an announcement was submitted to the Supplement to the Official Journal of the European Union (hereafter: the Journal) and this announcement was published under number *<S-number>*;
- e. *<description of subsequent process depending on the procurement process followed>*;
- f. The Contracting Authority awarded the Assignment to the Contractor on *<date>*

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Agree as follows:

Artikel 1. Definitions

The agreement contains a number of definitions which are capitalised. These definitions have the meaning assigned to them in the Terms and Conditions.

Artikel 2. Subject of the Contract

2.1 The Parties hereby conclude a Contract whereby the Contractor commits to executing the Performance as detailed in the Specifications for the Remuneration referred to in Artikel 7, which generally consists of:

- delivering the Product / Products:

Serial Number	Subject	Number
A1	<Products>	

- executing the Assignment / Assignments:

Serial Number	Subject	Number
B1	<Consultancy Services, Implementation, Installation, Support, Development of Customised Programmes, Secondment, Maintenance, miscellaneous tasks>	

- providing one or more Usage Rights:

Serial Number	Subject	Number
C1	<"Unlimited Usage Rights to..." or if agreed otherwise 'in deviation to Art. 43 Section 2 under the NPO Terms and Conditions to IT Contracts 2018, the scope of the Usage Rights is limited to...' (e.g. Authorised organisations / departments of organisations, number of users, locations, transactions, systems, etc.)>	

with the aim of enabling the Contracting Authority to use the item(s) as agreed.

2.2 The documents below collectively form the Contract. Where these documents are in conflict, the document listed earlier will prevail:

- 1) This document
- 2) Terms and Conditions (BIJLAGE Voorwaarden)
- 3) Specifications (BIJLAGE Bestek)
- 4) Further Appendices
- 5) The quotation submitted by the Contractor to the Contracting Authority on <date>, with reference (<reference>).

2.3 <OPTIONAL> A connection exists between this Contract and <Contract title and reference> as referred to in Article 31.5 NPO Terms and Conditions to IT Contracts 2018.

Artikel 3. Contacts and Reporting

3.1 The persons maintaining contact regarding the execution of the Contract are listed in BIJLAGE Contactpersonen.

3.2 The Contractor shall report *<period>* on the method of executing the Contract. This report shall at the very least contain:
<subject of report>

Artikel 4. Date of commencement and term of the Contract

- 4.1 The Contract shall come into force at the time of signing by both parties.
- 4.2 *<OPTIONAL for Contracts of a specific duration>* The term of the Contract shall start on 1 November 2021 *<term>* and end on 3 October 2025*<datum>*.
- 4.3 *<OPTIONAL for Contracts of a specific duration>* The Contracting Authority may renew the Contract under identical terms and conditions by a period of *<period>*. If the Contracting Authority wishes to exercise this right, he shall notify the Contractor in writing at the latest *<number>* months before the end of the term concerned.
- 4.4 *<OPTIONAL for Contracts of indefinite duration different to the duration of the Assignment >* The Contracting Authority may terminate the Contract by cancellation. If he wishes to exercise this right, he shall notify the Contractor of the cancellation, observing a notice period of *<months>*.

Artikel 5. Delivery

In case of Products

5.1 The Contractor shall be responsible for the Delivery of the Products at the time and location listed in the table below. The dates listed are Vital deadlines.

Serial Number	Subject	Delivery Address	Delivery Date
A1	Products		<i><Date of X days after the order in accordance with the order process></i>

In case of Assignments or the provision of Usage Rights

5.2 The Contractor shall be responsible for Delivery by the method, at the time and location listed in the table below. The dates listed are Vital deadlines.

Serial Number	Subject	Method of Delivery	Address and Date
B1	Consultancy Services	<i><...></i>	<i>< Address, Date></i>
B2	Development of customised programmes	<i><Provision of copies in Object and Source Code></i>	<i>< Address, Date></i>
B3	Secondment	<i><Provision of Staff, evidenced by monthly retrospective submission of timesheets></i>	<i>< Address, Date></i>
B4	Support	<i><...></i>	<i>< Address, Date></i>
B6	Miscellaneous tasks	<i><Provision of copies></i>	<i>< Address, Date></i>
C1	Usage Rights (to standard programmes)	<i><Provision of copies></i>	<i>< Address, Date></i>

5.3 *<OPTIONAL for standard programmes with rights to the Source Code>*

In cases where the Contractor has committed to providing the Contracting Authority with Source Code, the Contracting Authority shall be provided with a copy of (the most recent version of) the Source Code at his first request.

Artikel 6. Acceptance

6.1 Acceptance of the Performance shall take place as follows:

Serial Number	Subject	Acceptance	Latest notification date of (non) Acceptance
A1	Products	<Method of Acceptance whether or not after implementing the Acceptance Process (see Appendix Acceptance Process)>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018.
B1	Consultancy Services	<Method of Acceptance whether or not after implementing the Acceptance Process (see Appendix Acceptance Process)>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018.
B2	Development of customised programmes	<Method of Acceptance whether or not after implementing the Acceptance Process (see Appendix Acceptance Process)>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018.
B3	Secondment	<Approval of the timesheets submitted in accordance with the template as included in the Appendix Timesheet Template (Article 5.2)>	<30 days after receipt of the timesheet>
B4	Support	<...>	<...>
B5	Maintenance	<In accordance with the provisions in the Appendix Service Level Agreement>	<In accordance with the provisions in the Appendix Service Level Agreement>
B6	Miscellaneous tasks	<...>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018.
C1	Usage Rights (to standard programmes)	<method of Acceptance whether or not after implementing the Acceptance Process (see Appendix Acceptance Process)>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS

			AND CONDITIONS FOR IT CONTRACTS 2018.
	<A combination of the above mentioned Performances whereby Acceptance is dependent on the entire entity functioning appropriately>	<method of Acceptance whether or not after implementing the Acceptance Process (see Appendix Acceptance Process)>	<30 days after Delivery (11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018)> <OPTIONAL> deviating term as referred to in Article 11.4 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018.

6.2 <OPTIONAL> If the Contracting Authority accepts the Performance despite the presence of one or more Defects, the Contracting Authority shall retain a sum of <sum> from the Remuneration until such time as the Defects have been remedied.

Artikel 7. Remuneration

7.1 The Parties agree the following Remuneration:

Serial Number	Subject	Price	Price includes VAT
A1	The Remuneration for the Product to be delivered shall be:	<Set total price or price per Product>	<Set total price or remuneration per Product>
B1	The remuneration for Consultancy Services shall be:	<Set total price or other measure of remuneration >	<Set total price or other measure of remuneration >
B2	The Remuneration for the Development of Customised Programmes shall be:	<Set total price or other measure of remuneration >	<Set total price or other measure of remuneration >
B3	The remuneration for Secondment shall be:	< <hourly rate or other measure of remuneration >	< <hourly rate or other measure of remuneration >
B4	The remuneration for Support shall be:	<Set total price or other measure of remuneration >	<Set total price or other measure of remuneration >
B5	The remuneration for Maintenance shall be:	<Set total price or other measure of remuneration >	<Set total price or other measure of remuneration >
B6	The remuneration for <miscellaneous tasks> shall be:	<Set total price or other measure of remuneration >	<Set total price or other measure of remuneration >
C	The remuneration for Usage Rights shall be:	<Set total price or other	<Set total price or other

		<i>measure of remuneration</i> >	<i>measure of remuneration</i> >
	<i><A combination of the above performances whereby a set total price></i> The remuneration for the Performance shall be:	<i><Set total price or other measure of remuneration></i>	<i><Set total price or other measure of remuneration></i>
	Total Remuneration	<i><Enter remuneration></i>	

7.2 *<OPTIONAL>* After *<date>* the remuneration can be adjusted once per year as per *<date>* with a percentage to a maximum of the ‘CBS price index figure Collective Labour Agreement wages per hour including special rewards, business service provision category’. This shall always be based on the monthly index of the previous month *<month>* whereby the index of *<month, year>* shall be set at 100%.

7.3 *<OPTIONAL for a Maintenance Contract>* If the Performance does not meet the Service levels due to a culpable deficiency on the part of the Contractor, a discount shall be applied to the Remuneration in accordance with the table below:

Service levels	Standard	Discount
<i><service level1></i>	<i><standard></i>	<i><discount></i>
<i><service level2></i>	<i><standard></i>	<i><discount></i>

7.4 *<OPTIONAL>* If the Performance is not delivered on the agreed date due to a culpable deficiency on the part of the Contractor, a sum of *<sum>* shall be deducted from the Remuneration for each day that the delay in delivery continues, to a maximum of *<sum>*.

7.5 *<OPTIONAL>* If the delivered Performance is not approved by the Contracting Authority, a sum of *<sum>* shall be deducted from the Remuneration for each day that the observed Defects remain unremedied, to a maximum of *<sum>*.

Artikel 8. Invoicing, payability and payment

8.1 The Remuneration shall be payable from

Serial Number	Subject	Time of payability
X	<i><Subject Art. 7></i>	<i><Date or time or after Acceptance></i>

8.2 Any invoice should contain the following details:

- Contracting Authority invoice number
- Invoice date
- Contracting Authority order number
- Contracting Authority purchase order number
- Delivery note number
- Contracting Authority office address
- Contracting Authority Chamber of Commerce number
- Contracting Authority VAT number
- Contracting Authority invoicing address
- Contracting Authority delivery address
- Item number(s)
- Item description(s)

- Number of items
- Price per item
- Invoice value VAT
- VAT percentage and VAT amount

8.3 The Contractor should send the [invoice/invoices] to the following email address, referring to the above mentioned reference or contract number [reference or contract number] and Purchase Order number [Purchase Order Number]: Invoicing@npo.nl.

8.4 <OPTIONAL for a Maintenance Contract> In deviation to the first full sentence of Article 11.1 NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018, the Contracting Authority shall pay for Maintenance annually in advance in accordance with the provisions in the Service Level Agreement Appendix. The provisions in Article 16 of the NPO TERMS AND CONDITIONS FOR IT CONTRACTS 2018 shall not be applicable.

8.5 <OPTIONAL If the Contractor is paid a sum as an advance and requires surety in return > The Contracting Authority shall pay an advance of <sum> prior to Acceptance.
<OPTIONAL> The Contractor shall provide surety for this sum by means of a credit institution guarantee (BIJLAGE Kredietinstellingsgarantie).

Artikel 9. General and Special Terms and Conditions

9.1 The applicability of general and special terms and conditions by the Contractor or by third parties engaged by the Contractor to execute the Performance, is excluded.

9.2 <OPTIONAL for the acquisition of Usage Rights to standard programmes > In deviation to Article 8.1 and without prejudice to the provisions of Article 2.2, the licensing terms of the Contractor or of third parties engaged by the Contractor to execute the Performance shall be applicable if and in as much as:

- Their applicability is not excluded by the Specifications
- The Contractor has (a) explicitly negotiated their applicability, (b) a copy of the relevant terms has been attached to the Quotation and (c) they are an explicit part of those terms, and:
- The agreed usage is not excluded or limited thereby, and:
- Contractor is able to demonstrate that the rights of the Contracting Authority arising from the Contract cannot be diminished thereby, nor would they unreasonably increase the burden of the obligations on the Contracting Authority arising from the Contract .

9.3 The acceptance of general or special terms required for using the Performance, for instance for 'shrink-wrap' and 'click-wrap' licences, shall not be binding on the Contracting Authority. The Contractor shall indemnify the Contracting Authority against such acceptance giving rise to any limitation on the agreed use.

9.4 A copy of the Terms and Conditions has been attached to the Contract.

Artikel 10. Miscellaneous Provisions

10.1 <OPTIONAL> Articles 23.1, 23.2 and 23.4 of the ARBIT-2018 shall not be applicable. The Contractor may replace persons who are charged with executing the Contract. The Contracting Authority shall not be entitled to refuse such (a) substitute(s).

10.2 <OPTIONAL> The Parties agree to exclude from applicability, as the case may arise, the fictional employment of home workers or similar as referred to in Articles 2b and 2c Payroll Tax Implementation Decree of 1965 and Articles 1 and 5 of the Decree regarding the identification of cases where the labour relationship shall be deemed to be one of employment (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, 655)

10.3 <OPTIONAL assignment-specific additional provisions>

Agreed on *<date>* and signed in duplicate by:

CONTRACTING AUTHORITY

Name: *<name>*
Position: *<position>*

Signed:

Date:

CONTRACTOR

Name: *<position>*
Position: *<position>*

Signed:

Date:

APPENDIX Specifications

<Add Specifications>

APPENDIX Contacts

Contracting Authority

The *<position>*, currently *<name>* is authorised to bind the Contracting Authority with regards to the execution of the Contract.

Contractor

The *<position>*, currently *<name>* is authorised to bind the Contractor with regards to the execution of the Contract.

APPENDIX Terms and Conditions

<Add Terms and Conditions>

APPENDIX Service level agreement (SLA)

The SLA is part of the Maintenance Contract and standardises the agreed level of service provision. In order to ensure proper agreement of the SLA with the Terms and Conditions, the most important service levels with regards to the Performance should be included in the Contract. Important service levels are at the very least those which would result in a reduction of Remuneration in accordance with Article 7.3). Finally, the definitions below from Article 67 of the NPO TERMS AND CONDITIONS OF IT CONTRACTS 2018 should be used in the SLA:

Corrective Maintenance: identification and correction of Faults by the Contractor which have been reported to him by the Contracting Authority or which the Contractor has discovered otherwise.

Time to Recover: the period, expressed in Service hours, between the moment a Fault is reported to the Contractor and the moment that Fault has been repaired.

Innovative Maintenance: provision by the Contractor to the Contracting Authority of New versions or newly developed elements of Products and/or new Documentation.

Preventive Maintenance: measures taken by the Contractor to prevent Faults, and other related forms of service provision.

Response Time: the time within which Contractor staff should respond adequately to a report by Contracting Authority of a Fault and to other requests by the Contracting Authority for service provision.

Service levels: requirements laid down in the Contract in regards of the execution of Maintenance and other agreed forms of service provision such as Response Time and Time to Recovery.

Service hours: hours within the agreed service period.

Fault: a technical problem which occurs when using the Performance.

APPENDIX Acceptance Process

APPENDIX Time Sheet Template

APPENDIX Order Process

