



**Public service contract (ARVODI 2018) Expert Support IJmuiden Ver Wind Farm Zone  
(sites I-VI), Lot 1 Soil\*/Lot 2 Wind & Water\***

**IUC number: 202106024 / TN317177**

**The undersigned:**

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by Barto Piersma, Director of National Programmes of the Netherlands Enterprise Agency, 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 services of a Contractor to provide export support for the management of site studies for IJmuiden Ver Wind Farm Zone;
- The Contracting Authority has published a tender document for this purpose;
- The Contractor submitted a tender on [day month year];
- The Contracting Authority has awarded the contract to the Contractor based on this tender;
- The Contractor 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 the services as described in the quotation submitted by the Contractor on [date] (ref. ..., see Schedule ...) based on the tender issued by the Contracting Authority 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 including schedules;
  2. the Memorandum of Information;
  3. the tender document including the Annexes
  4. the ARVODI 2018;
  5. the tender issued by the Contractor to the Contracting Authority on [date], ref ...

**2. Formation and duration of the Contract**

- 2.1 This Contract comes into effect on <<date>> and has an initial contract period of <<fill in >> with one (1) option to extend this Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, with a maximum period of 12 months. The total duration of the Contract is therefore a maximum <<fill in duration>>, including extension options.  
If the Contracting Authority wishes to make use of the extension option, he will notify the Contractor in writing of this no later than two (2) months before the expiry of the initial or current contract period. In any other case, the Contract will end by operation of law after the initial contract period or the contract period applicable at that time.

### **3. Price and other financial provisions**

- 3.1 The Contractor will invoice retrospectively, based on the number of hours per month actually worked and at the daily hourly rates of  
€... for a Senior expert  
€... for a Medior expert  
€... for a Junior expert  
(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. International travel costs will be reimbursed (economy class). Other costs (when travelling abroad) can be reimbursed to a maximum of the EC per diem rates.
- 3.4 Indexation  
In case the option for extension of the Contract is invoked, the prices and rates can be adjusted once, by January 1, 2025. The prices and rates can be adjusted in line with the index figure set by Statistics Netherlands (CBS Statline) applicable to collectively negotiated hourly wages (including special bonuses) in the corporate-services category (M Specialistische zakelijke diensten (specialized commercial services)). For this purpose, the monthly figure for October is used, and the index for October 2024 is set as 100%.
- Any proposed amendments to the price that the Contractor wishes to make must be submitted in writing to the Contracting Authority by January 1, 2025. The proposal submitted by the Contractor must be itemised, accompanied by a printout from CBS Statline, and contain a reference to the Contract in question with the Contracting Authority. The proposal must contain a summary of both the current prices and rates and the new prices and rates. The Contracting Authority will inform the Contractor in writing of the decision regarding whether or not to accept the new prices and/or rates. The Contracting Authority reserves the right to refuse to process any proposal for indexation that is submitted too late.
- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.  
The following reference number should be stated on the invoices: WOZxxxx

#### **4. Contacts / project managers**

- 4.1 The Contracting Authority's contact is ...  
The Contractor's contact is ...
- 4.2 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 **<OPTIONAL>** Notwithstanding the provisions of article ... of the ARVODI 2018, the following provision applies to ...: .....
- 6.3 If the duty of confidentiality imposed on the Contractor and its Staff under article 13 of the ARVODI 2018 is breached, the Contractor will be liable to pay the Contracting Authority a penalty of € 15,000,--per event.
- 6.4 Contractor will ensure that no situation arises during the execution of the agreement that entails a possible conflict of interest as described in paragraph 3.5 of the tender document. The Contractor will take all necessary measures to this end
- 6.5 Article 19 of the ARVODI 2018 does not apply.
- 6.6 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*.

#### **7. User rights**

- 7.1 Article 24.3 will be changed as follows:  
In so far as the results of the Services performed are achieved partly or wholly using existing intellectual property rights that do not accrue to the Contracting Authority, such as intellectual property including but not limited to know-how and databases, and any rights thereto {either registered or not} in existence prior to this Contract, the Contractor grants the Contracting Authority a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.
- 7.2 In addition to 24.3 of the ARVODI 2016 the Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

## **8. 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.

## **9. Final provisions**

- 9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 9.2 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 and signed in duplicate.

The Hague,  
[date]:

[place],  
[date]:

For the Minister of  
Economic Affairs and Climate Policy  
and commissioned by  
Barto Piersma, Director of National  
Programmes of the Netherlands  
Enterprise Agency:

[name Contractor]

Jan van Putten  
Team Manager Procurement Office

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

Schedules:

- Memorandum of Information
- Tender Document including the Annexes
- ARVODI 2018;
- Tender (Quotation) issued by the Contractor
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