



Public service contract (ARVODI 2018)

The acquisition of information from international databases

IUC number: **202109046**

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs for Economic Affairs and Climate Policy, 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, in relation to the performance of Services in the area of the acquisition of information from databases., to agree fixed terms for a certain period with 1 (one) service provider
- The Contracting Authority has published a tender document for this purpose;
- The Contractor submitted a tender on the **.....**;
- 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;
- The Agreement having a term of 1 year with 3 optional extension(s) of 1 year;
- **.....**;

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 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 **.....**, 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. Tender document;
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 3 Januari 2021 and has an initial contract period of 1 year with three (3) times an option to extend this Contract, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of one (1) years. The total duration of the Contract is therefore maximum four (4) years, including extension options.
- If the Contracting Authority does not wish to make use of an extension option, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Contract will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.

3. Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed aggregate fee 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 The agreed rates are fixed and invariable during the term of this Contract.
- 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.

OR

- 3.6 E-invoicing
- The Contractor must send the invoices electronically to:
- <<dienstonderdeel>>
- Government identification number: <<OIN number>>
- attn. <<financiële administratie>>, <<contactpersoon>>.

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in 4 different ways:

- The invoicing portal of the Dutch government;
- Link with Digipoort;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, 088-0424400, option 2.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl, 020-3697653.

OR

- 3.6 The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to pdfacturen@minezk.nl.

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 Contracting Authority's offices.
- 5.2 If the Services are performed at the Contracting Authority's offices, the Contracting Authority will give the Contractor's Staff access to the place where the Services are to be performed and will enable the Contractor's Staff to perform the Services in working conditions that reflect the Party's usual practice and during normal office hours.

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 4), 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 ...:
- 6.8 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.

7. User rights

- 7.1 Articles 24.1, 24.5 and 24.6 of the ARVODI 2018 do not apply.
- 7.2 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 possible

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. Vervallen

9. Vervallen

10. 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.

11. Final provisions

11.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

11.2 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 Minister of Economic
Affairs and climate commissioned by
....

For [Contractor's name]

Jan van Spronsen MSc
Unitmanager Procurement Office

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

Schedule(s):

- (ARVODI 2018)