

AGREEMENT

Geophysical Survey at the IJmuiden Ver Wind Farm Sites V and VI (IJ56)

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 [*signatory's name and position*] 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,

together referred to as the 'PARTIES' and individually as a 'PARTY',

WHEREAS:

1. The CONTRACTING AUTHORITY wishes, in relation to the execution of WORK for a Geophysical Survey at the IJmuiden Ver Wind Farm Sites V and VI (IJ6), to agree fixed terms for a certain period with one CONTRACTOR;
2. To this end, the CONTRACTING AUTHORITY wishes to conclude an agreement, hereafter referred to as AGREEMENT, laying down the conditions applicable to the execution of WORK to be awarded by the CONTRACTING AUTHORITY during the said term;
3. An EU tender procedure for the selection of a party to this AGREEMENT has been conducted on the basis of the TENDER DOCUMENT and subject to the Public Procurement Act 2012;
4. The CONTRACTING AUTHORITY has judged the CONTRACTOR's TENDER to be the most economically advantageous TENDER.

AGREE AS FOLLOWS:

A number of terms in this AGREEMENT are written with full capitals. The meanings of these terms are defined in article 1 of the Conditions of Contract (Contract Section II). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this AGREEMENT:

AGREEMENT: The written agreement between the CONTRACTING AUTHORITY and the CONTRACTOR.

CLIENT: In the Conditions of Contract the term CLIENT is used. In this Contract the terms CLIENT and CONTRACTING AUTHORITY are interchangeable and refer to the State of the Netherlands, represented by the Minister of Economic Affairs and Climate Policy, who concludes the Contract with the Contractor on behalf of the Contracting Authority.

CONTRACTOR: a tenderer selected to be Party to the AGREEMENT relating to the execution of WORK at the IJmuiden Ver Wind Farm Sites V and VI (IJ56) in the Netherlands.

TENDER: the offer dated ..., ref. ..., submitted by the CONTRACTOR on the basis of the TENDER DOCUMENT in the context of the EU tender procedure dated ..., ref.

TENDER DOCUMENT: the CONTRACTING AUTHORITY's document dated [date], ref. ... which describes and explains participation in the AGREEMENT for the execution of WORK during a certain period, the tender procedure to be followed and the selection and award criteria.

WORK: the work that the CONTRACTOR is to execute for the CONTRACTING AUTHORITY under the terms of this AGREEMENT.

1. Object of the AGREEMENT

- 1.1 The following documents are an integral part of this AGREEMENT. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document (I);
 2. the Memorandum of information, issued by CONTRACTING AUTHORITY d.d...., ref....
 3. the following sections:
 - (II) Conditions of Contract;
 - (III) Remuneration
 - (IV) Scope of Work
 - (V) Health, Safety & Environment Requirements
 - (VI) Quality Requirements & Administrative instructions
 4. the TENDER DOCUMENT
 5. Letter of confirmation of vessels, equipment and personnel
 6. the TENDER issued by the CONTRACTOR to the CONTRACTING AUTHORITY

2. Formation and duration of the Contract

- 2.1 This AGREEMENT is formed once it has been signed by both PARTIES and ends on [date], with the option of extension by [period] under the same conditions to be exercised unilaterally by the CONTRACTING AUTHORITY.
- 2.2 The CONTRACTING AUTHORITY must notify the CONTRACTOR in writing no later than one month before the expiry of the initial term of the AGREEMENT if it intends to exercise its option to extend the AGREEMENT. If the CONTRACTING AUTHORITY does not exercise its option to extend the AGREEMENT, it will end automatically upon expiry of the initial term of the AGREEMENT.
- 2.3 The SCHEDULE OF KEY DATES is specified in Section IV – Scope of Work.

3. Price and other financial provisions

- 3.1 The CONTRACTOR will execute the WORK on the basis of this AGREEMENT under applicable terms and the CONTRACT PRICE as specified in Section III – Remuneration (Contract Price).
- 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 the WORK to be performed by the CONTRACTOR under this AGREEMENT, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable during the term of this AGREEMENT.
- 3.5 The agreed Contract Price will not be subject to indexation.
- 3.6 *For companies established in the Netherlands*
The Contractor must submit invoices electronically in the manner prescribed in the tender document.

Please send the invoices electronically to:

RVO-energie

Overheidsidentificatienummer (OIN): 00000004000000163000

Please send them through

- The invoicing portal of the Dutch government
- 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.

The following reference number should be stated on the invoices: WOZxxxxxxxxxxxxxxxx

For companies not established in the Netherlands

Notwithstanding the provisions on electronic invoicing, the CONTRACTOR will send the invoice(s) to the CONTRACTING AUTHORITY by e-mail. The CONTRACTOR will send the invoice(s), quoting the above-mentioned contract number and purchase order number WOZxxxxx ..., to: energie.roermond.facturen@rvo.nl.

4. Contacts / project managers

- 4.1 The CONTRACTING AUTHORITY's contact is ... The CONTRACTOR's contact is ...
- 4.2 At least two times per year, the contacts of the two PARTIES will hold consultations on the way in which this AGREEMENT is being implemented (interim evaluation(s)).
- 4.3 The contacts named above cannot make legally binding agreements on the PARTIES' behalf.
- 4.4 In addition to Clause 3.1 of Section II Conditions of Contract;
 - the CONTRACTING AUTHORITY's REPRESENTATIVE is [...]
 - the CONTRACTOR's REPRESENTATIVE is [...]

5. Time and place

- 5.1 The WORK will be executed at the WORKSITE and in the period as specified in Section IV – Scope of Work.

6. Other Terms and Conditions

- 6.1. As referred to in Clause 10.2(b) of the Conditions of Contract; the Defects Liability Period is two years, commencing at the agreed date at which the WORK or the relevant part of the WORK was completed.

- 6.2 As referred to in Clause 13.8 of the Conditions of Contract; the period of suspension is 14 days.
- 6.3 As referred to in Clause 14.3 of the Conditions of Contract; the latest time for receipt of invoices is thirty (30) days.
- 6.4 As referred to in Clause 17.4 of the Conditions of Contract; such rights shall vest in CONTRACTING AUTHORITY
- 6.5 As referred to in Clause 20.2 of the Conditions of Contract; insurance by the CONTRACTOR: employers liability is [amount], general third party is [amount], marine hull and machinery insurance is [amount] and protection and indemnity insurance is [amount].
- 6.6 As referred to in Clause 29.6 of the Conditions of Contract; the addresses for the service of notices are:
- CONTRACTING AUTHORITY: [...]
- CONTRACTOR: [...]
- 6.7 As referred to in Clause 30.1(a) of the Conditions of Contract; the liability before the date of completion of the WORK is limited per event to the sum of [...] of two times the CONTRACT PRICE.
- 6.8 As referred to in Clause 30.1(b) of the Conditions of Contract; the liability after the date of completion of the WORK is limited per event to the sum of [...] of two times the CONTRACT PRICE.
- 6.9 As referred to in Clause 30.2 of the Conditions of Contract; the limitation period is one (1) year from the completion of the Work
- 6.10 As referred to in Clause 31.1(b) of the Conditions of Contract; the nominees for the resolution of disputes are:
- CONTRACTING AUTHORITY: [...]
- CONTRACTOR: [...]
- 6.11 Notwithstanding the provisions of article ... of the Conditions of Contract, the following provision applies to ...:
- 6.12 As referred to in Clause 22.~~6-5~~ of the Conditions of Contract; the penalty for CONTRACTOR for breaching its duty of confidentiality is €50,000 per breach. For the purposes of this Clause, "Third parties" also refers to parties with an own legal entity, with whom the CONTRACTOR has a group relationship.

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 AGREEMENT 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 AGREEMENT 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 WORK that are the object of this AGREEMENT are nullified by the signature of this AGREEMENT.

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

The Hague, [date]

[place, date]

For the Minister of Economic Affairs and Climate Policy,
On behalf of and commissioned by
.....of the Netherlands Enterprise Agency:

For [Contractor's name]

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

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

Schedule(s):

- the Memorandum of information, issued by CONTRACTING AUTHORITY d.d...., ref....
- the following sections:
 - (II) Conditions of Contract;
 - (III) Remuneration
 - (IV) Scope of Work
 - (V) Health, Safety & Environment Requirements
 - (VI) Quality Requirements & Administrative instructions

- the TENDER DOCUMENT
- Letter of confirmation of vessels, equipment and personnel
- the TENDER issued by the CONTRACTOR to the CONTRACTING AUTHORITY