

NOTE: This document has no legal status. The legally binding information about this tender you will find in the document *Beschrijvend Document* published in TenderNed.

Implementation of Framework Agreement with case number [number].

SUPPLEMENTARY AGREEMENT with reference relating to [subject].

The undersigned:

1. The State of the Netherlands, with its seat in The Hague represented in this matter by the Minister of Infrastructure and Water Management, represented by
Director of the National Data Portal for Road Traffic, Mr C.P. de Vries,
hereinafter to be called: Commissioning Authority,

and

2. [full name and legal form of contracting party].
(registered office) located at,
represented in this matter by
..... (and) [job title and name of signatory]
hereinafter to be called: Contractor,

WHEREAS:

1. On [...date...] the Commissioning Authority concluded a Framework Agreement with the Contractor for the performance of work in the area of Traffic data from non-road-based road systems with case number: [number] (hereinafter to be referred to as: the "Framework Agreement"), which applies to all assignments for the provision of Services that the Commissioning Authority awards during the term of the Framework Agreement;
2. The Commissioning Authority has asked Contractor (and the other service providers with which a corresponding Framework Agreement was concluded on [...date...]) to submit a Proposal for the provision of the Services described therein. This Request for Proposals forms an integral part of this Supplementary Agreement as Appendix 1;

3. Contractor issued a Proposal with reference [.....] to Commissioning Authority on [...date...];
4. The Commissioning Authority has awarded the assignment as described in the Request for Proposals to the Contractor on the basis of the award criterion of best value for money;
5. This Supplementary Agreement sets out the specific conditions relating to the provision of the Services specified in the Request for Proposals by the Contractor.

ARVODI-2018 - Supplementary Agreement [subject];case number

AGREE:

1. Applicable terms and conditions

1.1 The provisions of the Framework Agreement apply to this Supplementary Agreement insofar as this Supplementary Agreement does not deviate from them. Capitalised terms used in this Supplementary Agreement will have the meaning determined in the Framework Agreement. Wherever 'Agreement' is mentioned in the ARVODI-2018, for the purposes of this Supplementary Agreement that term is replaced by 'Supplementary Agreement'.

1.2 Conditions included in the Proposal (including price indexation, discount, guarantees) do not apply if and insofar as they are less favourable for Commissioning Authority than those contained in the Framework Agreement.

2. Subject of the Supplementary Agreement/Subject of the Services

2.1 The Commissioning Authority hereby awards the Contractor the assignment to perform the Services as specified in the Proposal submitted on the basis of the Request for Proposals, which award the Contractor hereby accepts, insofar as this Supplementary Agreement does not deviate therefrom.

2.2. The following documents together make up the Supplementary Agreement. Insofar as these documents conflict with one other, the earlier document shall prevail over the later one:

1. This document;
2. The Request for Proposals;
3. The Framework Agreement dated [...date...];
4. ARVODI-2018;
5. The other Appendixes;

6. The Proposal submitted by Contractor to Commissioning Authority on [...date...], with reference [...reference...].

3. Duration of the Supplementary Agreement

- 3.1 This Supplementary Agreement shall enter into force on [...date...] and shall continue until [...date...].

OR

- 3.1 This Supplementary Agreement shall enter into force on [...date...] and shall continue until the result of the Services has been accepted by Commissioning Authority.

4. Financial provisions

- 4.1 In addition to the financial provisions specified in the Framework Agreement, the following applies:

The Contractor will provide the Services to be performed on the basis of this Supplementary Agreement at a fixed total price in accordance with the provisions of Article 4.1 of the Framework Agreement. This fixed total price is € (excluding VAT) and is composed as follows:
[itemisation of total fixed price]/for the following charge(s) [itemisation of activities and fees, e.g. hourly rates].

- 4.2 Payment will take place after receipt and acceptance of the result of the Services (including report(s)).

OR

- 4.2 Payment shall always be made after receipt and acceptance of the relevant partial delivery (including report(s)) as follows:

a sum of € (excluding VAT) for partial delivery ...;

a sum of € (excluding VAT) for partial delivery ...; etc. and

the remainder for the full results of the assigned Services.

- 4.3 An invoice must contain the following information:

- Order reference (**SAP order number/position number**);
- Invoice number;
- Bank account number;
- Contact person at NDW;

- Company name or logo;
- Chamber of Commerce number;
- The billing address:
National Road Traffic Data Portal
F.a.o. creditor administration RWS
PO Box 8185
3503 RD Utrecht.

4.4 In deviation from the provisions of Article 17.1 of ARVODI-2018 concerning electronic invoicing, an invoice must:

- Only be mailed to efacturen@rws.nl in PDF format;
- Quoting NDW's OIN number: 00000004127736109000;
- Be included as an attachment in the e-mail;
- Not contain more than 1 SAP order number/position number.

4.5 Reminders/demands should be mailed to kcc@rws.nl.

4.6 Payment will take place after receipt and acceptance of the Services assigned in a Supplementary Agreement and reports on these Services.

4.7 The method of invoicing and possibly the Supplementary Proposal process will change with the further introduction of electronic ordering and invoicing. Contractor shall cooperate with this at the Commissioning Authority's first request.

5. Intellectual property rights

5.1 Contractor grants Commissioning Authority a non-exclusive, non-cancellable right for an indefinite period of time, and Commissioning Authority accepts this right from the Contractor, to make the results of the Services performed public (or have them made public) and to reproduce them (or have them reproduced), all in the broadest sense of the word, irrespective of the manner of use or reproduction and irrespective of whether this use or this manner of reproduction was already known at the time of signing the Agreement.

OR

5.1 The Commissioning Authority and the Contractor agree to have the (results of the) Services made public and available to third parties under a Creative Commons licence, type [insert type], which is attached to this Supplementary Agreement as an Appendix.

OR

5.1 The Contractor hereby grants the Commissioning Authority a right of use to (the results of) the Services under the conditions laid down in a document entitled 'right of use [name of (result of) the Services]', which is attached to this Supplementary Agreement as an Appendix.

6. Contacts and reporting

5.1 Contact persons with regard to the execution of this Supplementary Agreement are on behalf of the Commissioning Authority and on behalf of the Contractor. The contact persons will consult about the execution and progress of the Contractor's work at least once per [...period...] and also as often as Commissioning Authority requires. Contractor will report in writing on the progress of its work as often as Commissioning Authority requires, but at least [...] times per [...period...].

Thus agreed and signed in duplicate on the latter of the two dates specified below,

Utrecht, [date]

[Place], [date].

THE MINISTER OF
INFRASTRUCTURE AND WATER MANAGEMENT
represented by
Director National Road Traffic Data Portal

[name of contractor]

C.P. de Vries

[job title and name of signatory].

Appendix/Appendices: ...