

**Invest
International**

Concept Agreement

between

Invest Public Programmes B.V.

and

<name Contractor>

concerning

**Strengthening the capacity
of 14 regional referral
hospitals in Uganda**

D2B19UG02

Contractnumber: <number>

The undersigned:

1. **Invest International Public Programmes B.V.**, a private company with limited liability, incorporated under the laws of The Netherlands, with has its registered office in The Hague, The Netherlands and its offices at Bezuidenhoutseweg 12, 2594 AV, The Hague, The Netherlands, registered with the Dutch Chamber of Commerce under registration number 83526617, duly legally represented in this matter by Mr. H.J.M. Oorthuizen, CEO Invest International group and Mr. B. Schilperoort, director Public Sector, Invest International Public Programmes B.V. signs also, hereinafter the group is referred to as **“Contracting Authority”**;

and

2. **<Name Contractor>**, located at **<name of place>**, with Chamber of Commerce number: **<registration number>** represented by Mr/Mrs **<First name> <Surname>**, **<Function>**, hereinafter referred to as **“Contractor”**

collectively referred to as the Parties

CONSIDERING THAT:

1. The Contracting Authority has a need for for studies for the Develop2Build project (D2B19UG02) ‘Strengthening the capacity of 14 Regional Referral Hospitals in Uganda’ (A01.001.2022), hereinafter named as **“Assignment”**;
2. For this Assignment the Contracting Authority has organized a European public tender process, published at 8 September 2022;
3. **<...name of company...>** has submitted a proposal on **<...day/month/year...>**;
4. **<...name of company...>** has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Agreement;
5. The Contracting Authority has awarded the Agreement to the Contractor;
6. The Contracting Authority wishes to work with contractors that are familiar with and comply with the European Code of Conduct for Research Integrity (published by ALLEA in 2017; hereafter: ‘ALLEA code of conduct’);¹

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

A number of terms in this Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). By way of derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Agreement:

Descriptive Document: the Contracting Authority’s document dated 8 September 2022, which describes and explains participation in the Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms this Agreement, and relating to studies for the Develop2Build project (D2B19UG02) ‘Strengthening the capacity of 14 Regional Referral Hospitals in Uganda’ (A01.001.2022).

Proposal: the tender dated **<date>**, **ref. ...**, submitted by the Contractor on the basis of the Descriptive Document in the context of the EU award procedure of 8 September 2022.

Contractor: a tenderer selected to be Party to the Agreement for the performance of Services relating to studies for the Develop2Build project (D2B19UG02) ‘Strengthening the capacity of 14 Regional Referral Hospitals in Uganda’ (A01.001.2022).

¹ <https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>.

Quotation: an offer to perform Services, made by the Contractor to the Contracting Authority under this Agreement in response to a Request for Quotations.

Request for Quotations: an invitation by the Contracting Authority under this Agreement to all Tenderers to submit a Quotation for a contract.

1. Object of the Agreement

- 1.1 The Contracting Authority hereby commissions the Contractor to perform services as described in the Proposal submitted by the Contractor on <date> (ref. ...) based on the Tender issued by the Contracting Authority on 8 September 2022 (A01.001.2022), 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 together form the Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this Agreement;
 2. the verification report;
 3. Memorandum/memoranda of Information dated <date> and dated <date>;
 4. Descriptive Document reference A01.001.2022, Appendices included;
 5. Arvodi 2018
 6. the Proposal issued by the Supplier to the Contracting Authority dated <date>, with reference <reference>.
- 1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be written in English. The final report must be submitted in electronic form.
- 1.4 The final report will be preceded by draft reports. The draft reports will be written in English.

2. Duration of the Agreement

- 2.1 This Agreement enters into force on the date that it is signed by the Parties. It has a term of nineteen (19) months with an option, to be exercised unilaterally by the Contracting Authority, to extend it under the same conditions for a period of two (2) time six (6) months.
- 2.2 No later than three months before the expiry of the initial term of the Agreement, the Contracting Authority will notify the Contractor in writing if the Contracting Authority 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 term referred to in the first sentence of this article.

3. Price and other financial provisions

- 3.1 The Agreement states that the Contractor undertakes not to exceed the maximum total price referred to in the Agreement for the performance of the Services.
- 3.2 The Contractor performs the Services specified in the Agreement for a fixed total price, as further detailed in Appendix 4. The Contractor will not exceed this maximum total price.

- 3.3 It is expressly agreed that if the Contractor does not charge VAT if some or all the Services are not exempt from VAT. The Contracting Authority will not be liable to pay the VAT in question.
- 3.4 The price referred to in article 3.1 of this Agreement relates to all Services performed by the Contractor. It includes all materials needed for that purpose, all travel and accommodation costs and all additional charges. It does not include VAT.
- 3.5 The agreed rates are fixed and invariable for the duration of this Agreement.
- 3.6 Payment will be made once the Services performed have been received and accepted. The Contractor may invoice according to the milestones that have been achieved for Services that have been accepted by the Contracting Authority. Approval by the Contracting Authority shall be done within 14 calendar days after submission of the Contractor's request.
- 3.7 Disbursement schedule:
- Phase 1:
- 15% in advance, after the signing of the Agreement.
 - 85% after the completion and the acceptance by the Contracting Authority of the Services.
- Phase 2:
- After receiving the 'go' (end of phase 1) to start with phase 2.
 - 15% in advance.
 - The remainder (85%) after the completion and the acceptance by the Contracting Authority of the Services.
- Phase 3:
- After receiving the 'go' (end of phase 2) to start with phase 3.
 - 15% in advance.
 - The remainder (85%) after the completion and the acceptance by the Contracting Authority of the Services.
- Phase 4:
- After receiving the 'go' (end of phase 3) to start with phase 4.
 - 15% in advance.
 - The remainder (85%) after the completion and the acceptance by the Contracting Authority of the Services.
- Phase 5:
- After receiving the 'go' (end of phase 4) to start with phase 5.
 - 15% in advance.
 - The remainder (85%) after the completion and the acceptance by the Contracting Authority of the Services.
- 3.8 Invoices are to be submitted to invoices@investinternational.nl . Only e-invoices (per mail in pdf) are processed and paid.

- 3.9 Invoicing takes place monthly at the end of the month. In order to process the invoices as well and as quickly as possible, we would like to ask you to meet the following criteria:
- The attached invoice is in PDF format;
 - One invoice per PDF;
 - Only one invoice is attached to each e-mail;
 - Please state our company name Invest International Public Programmes B.V., cost centre 130.02 and address clearly on the invoice;
 - State the VAT number NL862904602B01 and the KVK number 83526617
 - State your full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank details);
 - State your VAT number;
 - State your Chamber of Commerce number;
 - State the Invest International Project number D2B19UG02;
 - State the delivered service or deliverable, with the correct quantities and rates;
 - The Contractor's staff will keep a monthly record of the time worked using a time sheet based on the model appended to the agreement. The Contractor's Staff will submit a completed time sheet to Invest International once a month. If Invest International approves the time sheet, it will sign it and provide the Contractor's staff with a copy.

An invoice that does not meet the above requirements will not be processed.

In case of any questions or problems when submitting invoices, please refer to Procurement@investinternational.nl.

- 3.10 The paragraph concerning e-invoicing also applies to companies located outside of the Netherlands.
- 3.11 A prepayment may be made only once the Agreement has been signed, a prepayment invoice has been received and a bank guarantee as referred to in article 19 of the ARVODI 2018 has been received.

4 Contacts

- 4.1 The Contracting Authority's contact is Leon Weisscher.
The Contractor's contact is <name>.
- 4.2 At least once (1x) per phase, the contacts of the two Parties will hold consultations on the way in which this Agreement is being implemented (interim evaluation(s)).
- 4.3 Notwithstanding the provisions of article 2.1 of the Terms of Conditions of Invest International, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5 Time and place

- 5.1 The work relating to the Services specified in the Agreement will be carried out in at the place(s) stipulated in the Agreement.

5.2 Each Party undertakes to give the other Party's staff access to the place where the work relating to the Services specified in the Agreement must be performed and also to enable such staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. Each Party undertakes to instruct its staff to observe the rules applicable at the place where the work is to be carried out.

6 Other Terms and Conditions

6.1 This Agreement for the performance of Services are governed exclusively by the ARVODI 2018, in so far as this Agreement does not depart from them. These have been sent along with the request for quotation. Any general and special terms and conditions drawn up by the Contractor do not apply.

7 Intellectual property rights

7.1 General

- a. The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's consent.
- b. The Contracting Authority may analyse or otherwise process the research information or complete the research, or may have such analysis or processing carried out or have the research completed, but only if the information is analysed or processed or the research is completed by researchers who endorse and comply with the ALLEA code of conduct.

7.2 Transfer of title to research material

The Contractor will transfer to the Contracting Authority, and the Contracting Authority will accept from the Contractor, the title to all materials received, acquired and/or produced and processed for the purpose of the research, in so far as the Contractor has such material at its disposal and in so far as the material contains information relating to the research. Title will be transferred by the Parties hereby declaring that the Contractor will retain this material for the Contracting Authority. The material to which the title is to be transferred does not include material containing addresses used for the purpose of the research, unless this material was obtained through or on the instructions of the Contracting Authority.

8 Retention of research material

8.1 Unless agreed otherwise in writing, the Contractor will retain the research material referred to in article 6.2 of this Agreement for the Contracting Authority for four years free of charge, after the Services have been accepted.

8.2 The Contractor will replace the above research material free of charge for as long as it is in its possession, if all or part of the material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.

8.3 Upon the expiry of the four-year period or such longer period as is agreed in the Agreement, the Contractor will make the research material available to the Contracting Authority or destroy it free of charge at the latter's request. If the Contractor fails to notify the Contracting Authority of the expiry of the four-year period, the retention of the material will be tacitly continued until one of the Parties gives written notice of its discontinuation.

9 Availability

- 9.1 During the research, neither the Contractor nor a third Party engaged by it may use the research material referred to in article 7.2 of this Agreement without prior written permission from the Contracting Authority, except for the purpose of activities entailed by performance of the Agreement.
- 9.2 At the Contracting Authority's request, the Contractor will immediately grant access to the research material referred to in article 7.2 of this Agreement and other documents relating to the research and will make it available to the Contracting Authority, even if this research material is in the possession of third parties.
- 9.3 Immediately after the research project has been completed, the Contracting Authority will inform the Contractor which research information may not be made public under the Government Information (Public Access) Act. The Contractor must not provide this information to third parties.

10 Publication

- 10.1 In connection with the provisions of section 15b of the Copyright Act 1912 and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in respect of the research report or the database under copyright or database law respectively.
- 10.2 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.
- 10.3 In accordance with article 24 of the ARVODI 2018, the following applies to publication. Only the Contracting Authority is entitled to publish the reports. The Contracting Authority will cite the Contractor as the implementing organisation. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so. The Contracting Authority cannot stop publication because the research findings are not to its liking.
- 10.4 In addition to article 24 of the ARVODI 2018, the following applies. The Contractor is permitted to use the results of the Services, except for privacy-sensitive information. In doing so, the Contractor must not act contrary to the Contracting Authority's interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance.

11 Declaration of integrity

- 11.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain this Agreement or in order to obtain an Agreement for the performance of Services, 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 members of the Contracting Authority's Staff to perform or refrain from performing any act.
- 11.2 The Contracting Authority hereby affirms that, during the performance of the Contract, it will in no way undermine the Contractor's independence or act in a manner that undermines the reliability of the research information.

12 Final provisions

- 12.1 In addition to article 22 of the ARVODI 2018, in the event of early termination of this Agreement, the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered.
- 12.2 Any derogations from this Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 12.3 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services are nullified once this Agreement has been signed.
- 12.4 The Agreement is exclusively governed by Dutch law.
- 12.5 All disputes arising from the Agreement will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties.

CONCEPT

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

Thus agreed and signed in duplicate,

The Hague, [date]

[date and place]

Invest International Public Programmes B.V.,

For [Contractor's name],

H.J.M. Oorthuizen

[signatory's name]

CEO Invest International group

[signatory's position]

Invest International Public Programmes B.V.

B. Schilperoort

Director Public Sector

Appendices:

Appendix 1 Tender Document, Appendices included, dated <date>

Appendix 2 Memorandum/memoranda of Information, dated <datum>, <datum>

Appendix 3 Proposal Contractor, dated <date>

Appendix 4 Overview prices/rate per phase

Appendix 5 Arvodi 2018

CONCEPT

Invest International

Let's get in touch. Together we build the
sustainable markets of tomorrow.

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