

Annex B – Draft Agreement

between

Stichting Bevolkingsonderzoek Nederland

and

[Contractor's name]

Version: [version number] Date: [da

ARBIT 2018 Model Contract concerning

QA-tool with secure data storage

The undersigned:

1. Stichting Bevolkingsonderzoek Nederland, having its registered office and place of business in Utrecht (3511 DT) at Godebaldkwartier 435 (Gebouw Janssoenborch, 9th floor), registered in the trade register of the Chamber of Commerce under number 80204716, hereinafter referred to as: “**Contracting Authority**”, duly represented in this matter by Ms A.H.J. Prieckaerts, in her capacity as director of Stichting Bevolkingsonderzoek Nederland,,

and

2. *<contractor's full name and legal form>*, which has its registered office in *<place>*, legally represented in this matter by *<signatory's name and position>* hereinafter referred to as the Other Party,

Whereas:

Organisation and objective of the Contracting Authority

- a) the Contracting Authority is responsible for the Dutch Cervical Cancer Population Screening and it's quality control program;
- b) in performing its duties the Contracting Authority needs a QA-tool with secure data storage including relevant services;

Course of the contract award procedure

- c) in connection with the recitals at a and b above, the Contracting Authority initiated a procedure to award a contract for the QA-tool with secure data storage by means of an open European Tendering procedure;
- d) a tender notice was sent by or on behalf of the Contracting Authority to the Supplement to the Official Journal of the European Union (hereinafter referred to as the Official Journal) on *<date>* and has been published under number *<S number>*;
- e) *<description of the remainder of the procurement process, depending of the nature of contract award procedure>*;
- f) the Contracting Authority awarded the Contract to the Other Party on *<date>*.

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Agree as follows:

Article 1. Definitions

A number of terms in this Contract are written with initial capitals. These terms are defined in the Terms and Conditions.

Article 2. Subject of the Contract

2.1 The Parties hereby conclude a Contract under which the Other Party undertakes, in consideration of the Fee referred to in article 7, to provide the Deliverable described in the Specifications, which basically consists of:

- delivery of the Product(s):

Serial number	Subject	Number
A1	<i>Secure database</i>	<i>1</i>

- performance of the Public Service Contract(s):

Serial number	Subject	Number
B1	<i>Implementation</i>	<i>1</i>
B2	<i>Training</i>	<i>1</i>
B3	<i>Development Report designer</i>	<i>Per hour</i>
B4	<i>Development: Software developer</i>	<i>Per hour</i>

- granting of one or more Licences:

Serial number	Subject	Number
C1	<i>QA-tool User rights (licenses), hosting, support & maintenance (Per month)</i>	<i>20</i>

in order to enable the Contracting Authority to make the Agreed Use thereof.

2.2 The following documents together constitute the Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

- 1) this document;
- 2) the Terms and Conditions (Terms and Conditions Schedule ARBIT-2018);
- 3) the Specifications (Specifications Schedule);
- 4) the other Schedules;
- 5) the tender of <date>, reference (<reference>), submitted by the Other Party to the Contracting Authority.

2.3 As part of the Subject of the Contract the Contracting Authority has the right to exclude subject A1 of the Contract after the 4th year of the Agreement. It is therefore possible that in the 4th year (or any year after) BVO NL extends the Agreement as stated in paragraph 3.6 except for subject A1, the secure database.

Article 3. Contacts and reporting

3.1 The persons who liaise on behalf of the parties in relation to the performance of the Contract are listed in the Contacts Schedule.

3.2 The Other Party will report <period> on how the Contract is being performed. This report will at least comprise: <subject of the report>.

Article 4. Entry into force and term of the Contract

- 4.1 The Contract enters into force once it has been signed by both Parties.
- 4.2 The Contract has a term of four (4) years and will end on 31 March 2027.
- 4.3 The Contracting Authority may renew the Contract four (4) times on the same terms and conditions for a period of *one (1) year*. If the Contracting Authority wishes to exercise this right, it will give written notice of this to the Other Party no later than *three (3) months* before the end of the term referred to in article 4.2. The Contract ends no later than 31 March 2031.

Article 5. Delivery and Completion

In the case of Products

- 5.1 The Other Party will arrange for the Delivery of the Products on the date and at the place referred to in the following table. The specified delivery dates are Vital Deadlines.

Serial number	Subject	Delivery address	Delivery date
A1	<i>Secure database</i>	<i>n.a.</i>	<i>Operational delivery 1 June 2023</i>

In the case of Public Service Contracts or the granting of Licences

- 5.2 The Other Party will arrange for Delivery of the Products on the date and at the place referred to in the following table. The specified dates are Vital Deadlines.

Serial number	Subject	Manner of Completion	Address and date
B1	<i>Implementation</i>	<i>Delivery of A1 and C1</i>	<i>Contracting authority, 1 June 2023 (with acceptance test 4 week in advance)</i>
B2	<i>Training</i>	<i>Delivery of services</i>	<i>During the implementation period (or later if accepted by the Contracting Authority)</i>
B3	<i>Development: Report designer</i>	<i>Delivery of services</i>	<i>t.b.d.</i>
B4	<i>Development: Software developer</i>	<i>Delivery of services</i>	<i>t.b.d.</i>
C1	<i>QA-tool User rights (licenses), hosting, support & maintenance (Per month)</i>	<i>provision of copies</i>	<i>Contracting authority, 1 June 2023</i>

Article 6. Acceptance

- 6.1 The acceptance of the Deliverable will take place as follows:

Serial number	Subject	Acceptance	Deadline for communication of Acceptance or non-Acceptance
A1	<i>Secure database</i>	<i>In accordance with requirements and wishes for the delivery of the secure database</i>	<i>30 days after Delivery (11.1 ARBIT)</i>

B1	Implementation	In accordance with requirements and wishes for the implementation	30 days after Delivery (11.1 ARBIT)
B2	Training	In accordance with requirements and wishes for the training	30 days after Delivery (11.1 ARBIT)
B3	Development Report designer	In accordance with requirements and wishes for the development	30 days after Delivery (11.1 ARBIT)
B4	Development: Software developer	In accordance with requirements and wishes for the development	30 days after Delivery (11.1 ARBIT)
C1	QA-tool User rights (licenses), hosting, support & maintenance (Per month)	In accordance with requirements and wishes for QA-tool	30 days after Delivery (11.1 ARBIT)

Article 7. Fee

7.1 The Parties agree the following Fee:

Serial number	Subject	Price	Price incl. VAT
A1	Secure database	<fixed total price or price per Product>	<fixed total price or fee per Product>
B1	Implementation	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
B2	Training	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
B3	Development Report designer	<hourly rate or other fee criterion>	<hourly rate or other fee criterion>
B4	Development: Software developer	<hourly rate or other fee criterion>	<hourly rate or other fee criterion>
C1	QA-tool User rights (licenses), hosting, support & maintenance (Per month)	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
Total Fee		<Enter Fee>	

7.2 After 1 January 2025 the Fee may be adjusted once a year on 1 January by a percentage not exceeding the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements in the business services sector. The figure for the month October will be used, with the figure for October, 2015 being set at 100%.

Article 8. Invoicing, indebtedness and payment

8.1 The Fee is owed from:

Serial number	Subject	Time of indebtedness
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A1	Secure database	<i>30 calendar days after the received invoice</i>
B1	Implementation	<i>30 calendar days after the received invoice</i>
B2	Training	<i>30 calendar days after the received invoice</i>
B3	Development Report designer	<i>30 calendar days after the received invoice</i>
B4	Development: Software developer	<i>30 calendar days after the received invoice</i>
C1	QA-tool User rights (licenses), hosting, support & maintenance (Per month)	<i>30 calendar days after the received invoice</i>

8.2 An invoice should contain the following information:

- date of invoice
- amount of the Fee
- VAT owed
- contract number
- commitment number

8.3 The Other Party must submit invoices electronically in the manner prescribed in the Minimum requirements.

Article 9. General and special terms and conditions

9.1 Any general and special terms and conditions of the Other Party or of third parties used by the Other Party in performing the contractual obligations in relation to the Deliverable do not apply.

9.2 Notwithstanding article 9.1 and without prejudice to the provisions of article 2.2, the licence conditions of the Other Party or of third parties used by the Other Party in performing the contractual obligations in relation to the Deliverable also apply if and in so far as:

- their applicability is not excluded in the Minimum Requirements;
- (a) the Other Party has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the Tender, and (c) such licence conditions form an explicit part thereof; and
- the Agreed Use is not thereby excluded or restricted; and
- the Other Party can demonstrate that the rights of the Contracting Authority under the Contract will not be reduced or its obligations under the Contract become unreasonably onerous as a result thereof.

9.3 The acceptance of standard or special terms required for the use of the Deliverable such as shrink-wrap and click-wrap licences is not binding on the Contracting Authority. The Other Party guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.

9.4 A copy of the Terms and Conditions ARBIT-2018 is appended to the Contract.

Article 10. Other provisions

- 10.1 Articles 22.1, 22.2 and 22.4 of the ARBIT 2018 do not apply. The Other Party may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement Staff.

Article 11. Governing law and dispute resolution

- 11.1 This Agreement and its performance are governed by Dutch law.
- 11.2 Any and all disputes that arise between the Parties in connection with this Agreement will be brought before the competent Court of the Hague.

Done on <date> and signed in duplicate by:

FOR THE CONTRACTING
AUTHORITY

Name: <name>
Position: <position>

Signature:

Date:

FOR THE OTHER PARTY

Name: <name>
Position: <position>

Signature:

Date:

Schedule: Minimum Requirements

<insert Specifications>

Schedule: Contacts

Contracting Authority

The <position>, currently <name>, is authorised to bind the Contracting Authority in so far as the performance of the Contract is concerned.

Other Party

The <position>, currently <name>, is authorised to bind the Other Party in so far as the performance of the Contract is concerned.

Schedule: Terms and Conditions

ARBIT-2018

Schedule: Service Level Agreement (SLA)

The SLA forms part of the Maintenance Contract and defines the agreed service level. To ensure that the SLA is in keeping with the Terms and Conditions, the main service levels for the Deliverable must be included in the Contract.

The following terms from article 68 of the ARBIT should be used in the SLA:

Corrective Maintenance: the tracing and resolution by the Other Party of Faults reported by the Contracting Authority or Faults that have otherwise become known to the Other Party.

Repair Time: the periods, expressed in Service Hours, between the moment when a Fault is reported to the Other Party and the moment it is resolved.

Innovative Maintenance: the provision by the Other Party to the Contracting Authority of New Versions or newly developed parts of Products and/or new Documentation.

Preventive Maintenance: measures taken by the Other Party to prevent Faults and related forms of service.

Response Time: the time within which the Other Party (or Staff of the Other Party) must adequately respond to a report by the Contracting Authority of a Fault and other requests of the Contracting Authority for service.

Service Levels: requirements such as Response Times and Repair Times included in the Contract in respect of Maintenance and other agreed forms of service.

Service Hours: hours that fall within the agreed service period.

Fault: a technical problem that occurs when using the Deliverable

Schedule: Data Processing Agreement (ARBIT 2018)