

Concept Agreement

between

Invest International Public
Programmes B.V.

and

<Name contractor>

concerning

Studies for the Expansion of the
College of Medicine and Health
Sciences, Rwanda

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. B. Younan, Regional Manager Asia and Latin America, hereinafter referred to as "Contracting Authority";

and

1. <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 Studies for the expansion of the College of Medicine and Health Sciences, Rwanda, hereinafter named as "Assignment";
2. For this Assignment the Contracting Authority has organized a European public tender process, published on the 27th of February 2023;
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;

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

A number of terms in this Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

Article 1. Object of the Agreement

- 1.1 The Contracting Authority grants Contractor the Assignment to perform Studies for the expansion of the College of Medicine and Health Sciences for the University of Rwanda in accordance with the Tender Documents published by the Contracting Authority on the TenderNed platform dated 27 February 2023 with reference A1.001.2023 (Appendix X) and the Proposal submitted by the Contractor dated <...date...> with reference <reference> (Appendix X). The Contractor hereby accepts this Assignment, to the extent that this Agreement does not deviate from this.
- 1.2 To the extent that these documents contradict each other, the document referred to earlier shall prevail over the document referred to later:
 1. this Agreement;
 2. the verification report;
 3. Memorandum of Information dated <date>;
 4. Tender Guidelines with reference <number>, Appendices included;
 5. ARVODI 2018
 6. Proposal of the Contractor dated <date>, with reference <reference>.
- 1.3 The results of the Assignment will be delivered in the form of or completed by the submission of a final report. The final report will in any case include a statement of the results achieved, the methods and techniques used, as well as the conclusions based thereon. The final report will be delivered in digital form.
- 1.4 The final report is preceded by a draft report. The reports will be written in English.

Article 2. Conclusion, duration and termination of the Agreement

- 2.1 The agreed Assignment shall be provided during the period from **1 June 2023 to 1 March 2024** with an option, exercisable unilaterally by Customer, to extend this Agreement under the same conditions 2 times by 6 months.
- 2.2 The Contracting Authority shall notify Contractor in writing no later than two months prior to the expiration of the initial / then applicable term of the Agreement in writing if The Contracting Authority exercises the extension option. If the extension option is not exercised by the Contracting Authority, the Agreement will end by operation of law after the expiry of the period referred to in the first sentence of this article / applicable at that time.

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 Assignment.
- 3.2 The Contractor performs the Assignment specified in the Agreement for a fixed total price, as further detailed in the Price sheet (Appendix 7). 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 includes all taxes, levies or duties not specified herein, which are or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently). The price includes any transaction and/or currency and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.
- 3.5 The agreed rates are fixed and invariable for the duration of this Agreement, including extensions.
- 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:

The Disbursement Schedule presented in this paragraph and in the table below, describes the disbursement for the Agreement under D2B project 'Studies for the expansion of the College of Medicine and Health Sciences for the University of Rwanda' with project number D2B21RW01, given the total D2B disbursement for this contract of **EUR XXX** (incl. VAT) upon full delivery on and compliance with all conditions precedent (CP's) and subsequent conditions of the D2B Administrative Decision.

The following payment schedule applies:

- Advance Payment: not higher than 10% of the total value of phase 1, payable after Contract signing.
- Interim Payments: a maximum 25% per phase, according to the approved Disbursement Schedule, based on a proposition of the Contractor.
- Final Payment: not lower than 15% of the total Contract value, payable after completion and acceptance of the full assignment by the Contracting Authority. The remainder will be paid after the results of the Services have been accepted.

Payment nr.	Disbursement	CP (Condition Precedent)
1	€ XX,XXX.XX 10% of total budget	Advanced payment

	€ XX,XXX.XX Phase 0 - Inception 5% of total budget	CP1: Approved Inception report including confirmation of phases, tasks, deliverables, workplan and organisation of the Assignment.
2	€ XX,XXX.XX Phase I - Diagnostic and Baseline 20% of total budget	- CP1: Approved Theory of Change and draft M&E plan - CP2: Approved Baseline study - CP3: Approved Environmental and Social Screening Report
3	€ XX,XXX.XX Phase II - Pre-Feasibility Study 25% of total budget	- CP1: Approved Final report on the proposed project alternatives summarizing their feasibility based on the executed studies, including a final ranking - CP2: Approved Environmental and Social Scoping Report including a Terms of Reference for the Focused Environmental and Social Assessment Go/No Go Decision
4	€ XX,XXX.XX Phase III - Detailed Feasibility Study 20% of total budget	- CP1: Approved Project implementation plan (Feasibility Study) - CP2: Approved Functional plan and preliminary designs for infrastructure and assets components - CP3: Approved Preliminary Human Resource Plan - CP4: Approved Financial viability assessment - CP5: Approved Environment and Social Impact Assessment - CP6: Approved Procurement Plan Go/No Go Decision
5	€ XX,XXX.XX Phase 4 - Procurement Package 20% of total budget	- CP1: Approved Draft Procurement documents (including ToR for Independent Supervisor) - CP2: Approved M&E Plan - CP3: Approved Intake Form for DRIVE
Total	€ XX,XXX.XX 100% of total budget	

3.8 Invoices are to be submitted to invoices@investinternational.nl . Only e-invoices (per mail in pdf) are processed and paid.

3.9 The invoice shall contain at least the following information:

- a. The attached invoice is in PDF format;
- b. One invoice per PDF;
- c. Only one invoice will be attached to each email.
- d. Please state our company name Invest International Public Programmes B.V., cost centre 130.02 and address
- e. clearly on the invoice;
- f. State the VAT number NL862904602B01 and the KVK number 83526617;
- g. State your full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank
- h. details);
- i. State your VAT number;
- j. State your Chamber of Commerce number;
- k. State the Invest International Contract number D2B21RW01;
- l. State the delivered service or deliverable, with the correct quantities and rates.

An invoice that does not meet the above requirements will not be processed. If the Contractor has any questions or problems with the submission of the invoices, please refer to finance@investinternational.nl.

- 3.10 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in article 3.9 of this Agreement within a period of 30 days from the invoice date to an account number specified by the Contractor. Invoices that do not meet the invoicing conditions will not be dealt with by The Contracting Authority. The Contractor will then receive the invoice in return with a request to correct the missing and/or incorrect data.

Article 4. Contacts

- 4.1 Contract Person for the Contracting Authority is <Mr. /Ms. First name Surname>. Contact Person for Contractor is < Mr./Ms. First Name Surname>.
- 4.2 At least once per phase, consultation shall take place between the contact persons of the Parties regarding the execution of this Agreement (mid-term evaluation(s)).
- 4.3 Contractor shall report on the progress of the Assignment to The Contracting Authority as often and in the manner prescribed by the Agreement, or as deemed necessary by the Contracting Authority. The Contractor will in any case be obliged to provide the Contracting Authority's contact person / projectleader with a progress report on a quarterly basis, with due observance of the requirements laid down in Appendix 4 to this Agreement. In addition, the Contractor will provide reports specified by the Contracting Authority as often as the Contracting Authority so requests.
- 4.4 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

Article 5. Time and location

- 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.

Article 6. Other terms and conditions

6.1 This Agreement, is exclusively governed by the "General Conditions of Government for the Provision of Orders for the Provision of Services 2018 (ARVODI-2018)" (Appendix 5), insofar as this Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.

Article 7. Intellectual property rights

- 7.1 The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's consent.
- 7.2 The Contracting Authority may analyze 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 analyzed or processed or the research is completed by researchers who endorse and comply with the ALLEA code of conduct.
- 7.3 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.

Article 8. Retention of research/evaluations material

- 8.1 Unless agreed otherwise in writing, the Contractor will retain the research material referred to in article 7.3 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/evaluations 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/evaluations 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.

Article 9. Publication

- 9.1 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 evaluation reports or the database under copyright or database law respectively.
- 9.2 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.
- 9.3 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 organization. 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.

9.4 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.

Article 10. Declaration of integrity

10.1 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.

10.2 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.

Article 11. Final provisions

11.1 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.

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

11.3 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.

11.4 The Agreement is exclusively governed by Dutch law.

11.5 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.

Thus agreed and signed in duplicate,

The Contracting Authority
Invest International Public Programmes

Contractor
<Name Contractor>

On behalf of this,

Mr. B. Schilperoort
Manager Team East & Southern Africa
The Hague, <date>

<Name and Surname subscriber>
<Function subscriber>
<Place>, <date>

Appendices:

Appendix 1 the verification report;

Appendix 2 Memorandum of Information, dated <date>

Appendix 3 Tender Document, Appendices included, dated <date>

Appendix 4 ARVODI 2018

Appendix 5 Proposal Contractor, included Price sheet dated <date>

CONCEPT

Invest International

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

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