

Concept Agreement

between

Invest International
Public Programmes B.V.

and

<name contractor>

concerning

Environmental and social impact
assessment for a drinking water
supply project in Benin

The undersigned:

1. Invest International Public Programmes B.V., located at The Hague, registered with the Dutch Chamber of Commerce under registration number 83526617, legally represented by Mr. B. Schilperoort, Southern Africa, hereinafter referred to as **“Contracting Authority”**;

and

2. <Name Contractor>, located at <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 an environmental and social impact assessment for a drinking water supply project in Benin, hereinafter named as “Assignment”;
2. For this Assignment the Contracting Authority has organized a European public tender process, published at <...day/month/year...>;
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 an environmental and social impact assessment for a drinking water supply project in Benin in accordance with the Tender Documents published by the Contracting Authority on the TenderNed platform dated <...date...> with reference <reference> (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 (memoranda) of Information dated <date> and dated <date>;
 4. Tender Guidelines with reference <number>, Appendices included;
 5. Arvodi 2018
 6. the Proposal issued by the Contractor dated <date>, with reference <reference>.

Article 2. Conclusion, duration and termination of the Agreement

- 2.1 The agreed Assignment shall be provided during the period from 1 November 2023 to 1 April 2023 with an option, exercisable unilaterally by Customer, to extend this Agreement under the same conditions for 2 times by 5 months, without the extension of the budget.
- 2.2 The Contracting Authority shall notify Contractor in writing no later than 1 month 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 DRIVE project 'Environmental and social impact assessment for a drinking water supply project in Benin' with project number DRA22BN01, given the total D2B/DRIVE disbursement for this contract of EUR XXX (excl. VAT) upon full delivery on and compliance with all conditions precedent (CP's) and subsequent conditions of the DRIVE Administrative Decision.
- The following payment schedule applies:
- Advance Payment: not higher than 15% of the total value of phase 1, payable after Contract signing.
 - Final Payment: not lower than 10% 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.	Amount in EUR	CP (Condition Precedent)
1	€ XX,XXX.XX 15% of total budget	Advanced payment
2	€ XX,XXX.XX Phase XX 75% of total budget	CP1: Approved ESIA Report CP2: Approved Environmental and Social Management Plan (ESMP) CP3: Approved Resettlement Plan and Livelihood Restoration Plan (if applicable)

		CP4: Approved Stakeholder Engagement Plan CP5: Approved Assessment of applicable SDGs Go/No Go decision by Contracting Authority
3	€ XX,XXX.XX 10% of total budget	Final payment
Total	100% of total budget	

3.8 Invoices are to be submitted to ops-infra@investinternational.nl, with a copy to <responsible investment manager>. Only e-invoices (per mail in pdf) are processed and paid. The attached invoice is in PDF format;

3.9 The invoice shall contain at least the following information:

- The attached invoice is in PDF format;
- One invoice per PDF;
- Only one invoice will be attached to each email.
- 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 Contract number DRA22BN01;
- 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 ops-infra@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. Contact persons and Proposed expert team

4.1 The Contracting Authority's main contact is <Name contact person>.
The Contractor's main contact is <Name contact person>.

4.2 The proposed team lead is available to carry out the tasks and responsibilities assigned to him/her, except in cases of force majeure.

4.3 The proposed team is available for the full execution of the assignment.

- 4.4 The proposed team is available to travel to Benin to carry out the assignment.
- 4.5 If necessary for the execution of the assignment, additional expertise is recruited within the proposed budget. Each change in the team, including replacement of key and additional experts, is to be submitted to the Contracting Authority for prior approval. Key experts are replaced by individuals with at least the same required and proven knowledge and experience (quality).

Article 5. Other terms and conditions

- 5.1 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 X](#)), insofar as this Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.
- 5.2 The four (4) bullets of paragraph 21.3 of the ARVODI 2018 are not applicable. These will be replaced by the following text: "Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to three (3) times the contract value per event and the maximum value of six (6) times the contract for each year or part of a year that the Contract has been in force".
- 5.3 In addition to the provisions of article 22 of the ARVODI-2018, the Contracting Authority may terminate this Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:
- if the Contractor has been irrevocably convicted under criminal law of discrimination within the meaning of articles 137c up to and including 137g and article 429 quater of the Dutch Penal Code, or;
 - if the Contractor's personnel have been irrevocably convicted under criminal law for discrimination within the meaning of articles 137c through g and article 429 quater of the Penal Code, and the person concerned is a member of an administrative, managerial or supervisory body of the Contractor or has powers of representation, decision-making or control therein.

In the cases referred to under a. and b., the right to dissolution will lapse three years after the relevant conviction has become irrevocable.

Article 6. Intellectual property rights

- 6.1 The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's consent.
- 6.2 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.
- 6.3 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 7. Preservation of research material

- 7.1 Unless agreed otherwise in writing, the Contractor will retain the research material referred to in article 6.2 of this Agreement at no cost to the Contracting Authority for a period of four years, commencing on the date the Agreement has started.
- 7.2 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.
- 7.3 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.

Article 8. Publication

- 8.1 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.
- 8.2 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 9. Declaration of integrity

- 9.1 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.
- 9.2 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 10. Final provision

- 10.1 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.
- 10.2 Any derogations from this Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 10.3 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.

10.4 The Agreement is exclusively governed by Dutch law.

10.5 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 B.V.

Contractor
<Name Contractor>

On behalf of this,

Ms. B. Schilperoort
Deputy Director | Manager Team East &
Southern Africa
The Hague, <date>

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

And

P. de Jong
Director Risk and Compliance
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>

Invest International

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

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