



Memorandum of information European tender for the execution of 'the Quality Assessment and Red Parcel management within the GSA and AMS for 2024-2027'

Date: 5 January 2024

In this memorandum of information, the contracting authority provides answers to the questions asked and remarks posted in the context of the above-mentioned European tender. Furthermore, in this memorandum of information the questions from the information meeting are added as is the presentation (annex 14). This memorandum of information forms an integral part of the Tender document (with reference 202308058).

No.	Q&A during the information meeting dated 6 December 2023, related document	Question	Answer
1.	Annex 6a	Relating the announcement it said that the data can only be processed/hosted in the EU. Can this only be in EU?	<i>"Countries outside the EU can be involved."</i> <i>In addition to what was stated during the Q&A we would like to add the following:</i> <i>Processing and storing data outside the European Economic Area (EEA) is allowed, however, only in countries which offer an adequate level of data protection. Please see the answer to question 3 for the list of these countries.</i> <i>Please also see annex 6a, appendix 2 BIO 18.1.CC-14 the data processing agreement for more information.</i>
2.	N/A	Is the current Contractor for the AMS allowed to participate in the QA?	<i>"Yes they are allowed to participate."</i> <i>To clarify: this concerns the Contractors of the AMS contract. Part of this Tender is to handle red parcels from the AMS contract and execute the QA of the AMS.</i>

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			<i>See also the answer to question 10.</i>
3.	Annex 6a	In relation to first question [about the processing of data outside the EU]. Non-European companies – i.e. in India? If they comply to GDPR is it possible to process/host the data there?	<i>In addition to the answer to question 1: Processing outside the EEA is only allowed for countries which offer an adequate level of data protection. Currently the European Union (EU) has only recognized: Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Republic of Korea, Switzerland, the UK under the GDPR and LED, the United States (commercial organisations participating in the EU-US Data Privacy Framework) and Uruguay.</i>
4.	N/A	A company located in Europe is eligible to participate?	<i>"Yes, this is correct." See chapter 4 of the Tender document for the requirements concerning the Tenderer. See also the answer to question 54.</i> <i>In addition to the answer provided in the Q&A we would like stress the answers provided to question 1 and 3 related to the processing of data.</i>
5.	N/A	Do you have any knowledge if this type of system has already been done in another EU country?	<i>Yes, this type of system has already existed for more than 30 years. Other EU member states [and its paying agencies] should have experience with this type of activity since it is a requirement from the EU. The Netherlands was one of the firsts to implement and started in 1992. Previously this activity was called Controls with Remote Sensing (CwRS).</i>
6.	N/A	Data that needs to be processed starts from 2024. Is this data from last year (2023) or 2024?	<i>It will be data from 2024. Farmers can start their application from the 15th of March 2024 until the 15th of May 2024.</i>
7.	N/A	The confirmation about the data will be provided by you/ the agency?	<i>Yes. This is correct.</i>
8.	Tender document 7.3.20	The viewer needs to be provided. Is there a preferred language for the viewer?	<i>In addition to the answer provided during the information meeting, which was: "The preferred language for the web-based viewer is Dutch and for external communication (including</i>

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			reports) Dutch is required" also see section 7.3.20 of the Tender document: "During the fulfilment of the contract, communication must be conducted in Dutch by the Project manager. Other Team members can also communicate in English; however, reports should be in Dutch." The web-based viewer is preferably in Dutch, however this is not a requirement. The web-based interface should be available in English.
9.	N/A	Technical question. If there are over 10.000 red parcels, then the Contractor will be required to check the parcels. Do you have a historical figure on the number of red parcels from the AMS?	We cannot provide a realistic indication. This year (2023) only a few hundred parcels were flagged as 'red'. But in 2023 less indicators were monitored in the AMS (only 2). Next year (2024) more indicators are added to the AMS. Therefore, we cannot exactly predict how many red parcels there will be. Please see for further information paragraph 2.4 of Annex 1.

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10.	N/A	During the information session, you mentioned that current AMS Contractors are not excluded from participation. This creates an uneven playing field with parties that are currently not involved in the AMS assignment. Considering that a portion of the control assignment (red parcels) is the	No, we will not reconsider our statement. We've taken appropriate measures to provide a level playing field.

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		result of an analysis from the AMS assignment, we kindly ask you to reconsider your statement. Are you willing to do so or can you create a equal level playing field otherwise?	<i>To clarify: this concerns the Contractors of the AMS contract. Part of this Tender is to handle red parcels from the AMS contract and execute the QA of the AMS.</i>
11.	N/A	Is the current Contractor for the AMS in the Netherlands allowed to take part in this assignment?	<i>Yes. Please see for more details the answer to question 10.</i>
12.	Paragraph 2.1	Could you provide a document with a comprehensive description of what the AMS and GSA entail?	<i>The Area Monitoring System (AMS) is a system which regularly and systematically observes, tracks and assesses agricultural activities and practices in agricultural areas. The AMS system does this on a national scale using Copernicus Sentinel Satellite data but also other data sources which are considered to be of at least off equivalent value. More information can be found on Guidance and Tools for CAP (GTCAP) Home - Guidance and Tools for CAP (GTCAP) - EC Public Wiki (europa.eu) there the AMS is referred to as CbM, but the principles and functionalities described are the same.</i> <i>A Geospatial Aid application (GSA) is a pre-established aid application form (system) with the corresponding graphic material for farmers, provided through a computerised geographical information based interface. This system collects the boundaries, areas and land use which are declared by the farmers. The GSA is also used to collect agricultural census data used for statistical purposes and for collecting information regarding a number of aid applications. More information about the GSA can be found on https://www.rvo.nl/onderwerpen/gecombineerde-opgave</i> <i>Please note that in the scope of this Tender it is only required to process/assess a subset of the data derived from these two systems. There is no interaction between activities in this Contract and the AMS or GSA.</i>
13.	Paragraph 2.1	You write: 'The objective of these QAs is two-fold. On the one hand, the QAs are supposed to test the quality of the data in the registers, whilst, on the other hand, they aim to provide insight into the quality of the indicators for	<i>a. One of the two registers we are referring to is the LPIS (Land Parcel Identification System) which contains reference data of all agricultural land in the Netherlands. The data is stored in a geodatabase containing</i>

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		performance and output, as reported in the Annual Performance Report (APR).' - What data in what registers are you referring to? - What are the indicators for performance and output as reported in the APR? - Could you please provide an example of an APR?	<i>information about the boundaries (polygons) and land cover. The other register we are referring to is the GSA which contains information about the farmers land declaration (see for more information about the GSA the answer to question 12).</i> <i>b. The set of common performance indicators includes:</i> <i>output indicators, which will be used for monitoring the implementation of the CAP (Common Agricultural Policy);</i> <i>result indicators, which will be used to monitor EU countries' progress towards pre-set targets;</i> <i>Indicators can be for example the number of farmers taking part in a specific subsidy scheme (Output Indicator). Or the total area of a particular land activity (Impact/result Indicator).</i> <i>The total list of indicators is quite extensive and also beyond the scope of this Tender. If you want to know more, you can search online for PMEF (Performance Monitoring and Evaluation Framework) and CAP (Common Agricultural Policy).</i> <i>c. We will not provide an example of an APR (Annual Performance Report), as this is not relevant to this Tender or assignment.</i>
14.	Paragraph 2.1	You write: 'It is essential to underscore that this assessment involves a manual inspection that relies on optical imagery, encompassing both the QA and the processing of these 'red parcels.' What specifically do you mean by 'manual inspection'? Does it refer to the manual inspection of images? if so, why is automatical inspection (by an algorithm) not allowed?	<i>Manual means in this case that all parcels needs to be manually assessed (an operator must physically view the images of the parcels). Automatic processing or the use of algorithms to generate the results are not allowed. This is based on the requirements stipulated by the EU. Also see the ULM (Union Level Methodology), attached to this Memorandum of Information as Annex 12.</i>

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15.	N/A	Do we understand the main question of this tender correctly, in that you are currently using the AMS/GSA which uses satellite data to keep track of what farmers are doing with/on their land; but that the tenderer must basically create an additional system on top of the AMS/GSA, which only function is to check the outcomes of the AMS/GSA (provide quality assurance)?	<i>No this is not fully the main question of the Tender.</i> <i>The AMS QA is focussed on all eligibility criteria for the subsidy schemes. The ones which can't be checked using remote sensing data are checked by the Netherlands Food and Consumer Product Safety Authority (NVWA). For a complete list of elements to be checked we refer to Annex 1, appendix F.</i>
16.	Paragraph 2.1	You write: 'One of the ways in which NEA attempts to comply with the EC's conditions is by making use of reference data which is updated regularly and is managed by NEA.' What is this reference data? Does it refer to satellite imagery?	<i>No, it does not refer to satellite imagery. The reference data we are referring to comes from the Land Parcel Identification System (LPIS). The LPIS is a register of polygons labelled as agricultural land. Based on this register the farmer can declare his crop parcels in the Geospatial Aid Application (GSA). Each year the farmer has to draw his crop parcels in the GSA. Based on an overlay NEA can determine if the farmer declared his parcel on agricultural land. We also check if the farmer declared his land outside the boundaries of the LPIS or if the declared area exceeds the maximum eligible area. It is also checked if the same area is declared by more than one farmer.</i> <i>The LPIS data is updated annually. The Dutch landscape constantly changes. New houses are being build, new roads are created, etc. This is often done on agricultural land. This data must be updated in the LPIS and serves as reference data. The data from the LPIS is meant by the reference data.</i>
17.	Paragraph 2.1	You write: 'Amongst the many novelties, the Regulation requires that the three elements of the integrated administration and control system 1) the identification system for agricultural parcels, 2) the geo-spatial application system and 3) the area monitoring system are quality assessed in accordance with a methodology set up at the Union level.' What the 'methodology set up at the Union level' that is being referred to? Where do we find this methodology?	<i>Please see annex 12, attached to this Memorandum of Information, describing the Union Level Methodology (ULM) of the QA.</i>

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18.	Paragraph 2.1	you write: 'If, for example, the data presented to the applicant is either out of date or of poor quality, then there is a higher risk of false or inaccurate applications. This must be prevented as much as possible. The same applies to the controls which are in place: if they are not effective with regards to detecting anomalies in the application, then further action is required.' What do you mean by 'the data presented to the applicant'? a. Where does this data come from and when is it presented to the applicant? b. And what are 'the controls which are in place'? Which anomalies are you referring to? c. Could you provide an specific example and list all relevant controls and possible anomalies for this example?	a. <i>Each year the farmer makes a declaration. To help the farmer, NEA presents to him his previous application data but also a reference layer containing information about agricultural land (polygons and attributes). This is called the Land Parcel Identification System (LPIS).</i> b. <i>Using the reference data we check if the farmer declares his parcels on agricultural land, if the same area is not declared by more than one farmer, if the declared crop or activity is in line with the land cover, if the farmer does declare his land outside the boundaries of the reference data and if the declaration does not exceed the maximum eligible area, et cetera. See also the answer to question 16.</i> c. <i>For example: if the reference area is 10 hectares, the farmer can't declare more than 10 hectares.</i>
19.	Paragraph 2.2	you write: 'The QA is based on a population of cases selected by the European Commission, which is then carried out by the NEA itself. The QA must cover all of the eligibility criteria (monitorable and non-monitorable) for the area-based interventions. The QA is conducted on high-resolution satellite data and must identify error rates at the intervention level.' a. What is meant by 'a population of cases'? Does this refer to a number of subsidy applications? b. Why does the NEA also conduct a QA itself? c. What are the 'eligibility requirements for area-based interventions'? d. What is meant by 'error rates at the intervention level'?	a. <i>The Netherlands has about 50.000 farmers and about 2.5 million crop parcels. Based on this data the European Commission (EC) randomly assigns a number to the parcels. Based on the Union Level Methodology (ULM, see annex 12) NEA either has to select a number of parcels or a number of applicants to be checked. For the BISS for example it's enough to select a number of parcels. For the ECO and AECM NEA needs to select a number of applicants. Which parcels and applicants are selected is determined by NEA. NEA also adds an additional group of parcels based on a risk assessment (based on the results of previous years, NEA has identified a number of activities that are considered higher risk activities).</i> <i>It is not relevant for the Contractor to know why NEA selects a case. NEA will provide the Contractor with a list</i>

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			<i>of parcels. For each parcel NEA indicates what needs to be checked.</i> <i>b. NEA does not perform an extra QA itself.</i> <i>c. The eligibility requirements can be found in Annex 1, Appendix F.</i> <i>d. The error rate is usually expressed as "the area not found". Meaning that, for example, the farmer has declared 10 ha for a particular activity, but only 8 ha are found. The error rate in this case is 20%.</i>
20.	Paragraph 2.2	You write: 'The scope of the QA is to assess the quality of the information declared by the farmer.' To us it seems that the scope of the QA is to validate the outcomes of the AMS and GSA, for which systems the information declared by the farmer is input. Would you agree and if not, why not?	<i>We partially agree. The term AMS QA is perhaps slightly confusing. The AMS QA is focused on all eligibility criteria for area based support schemes. Some of these can be monitored using the AMS, but there are also a lot of eligibility criteria which can't be monitored using the AMS. A relatively small part of the QA is to check the effectiveness of the automatic detection of activities using the AMS. The other part is focussed on checking the overall quality of the data collected and the effectiveness of the controls in place. Regarding the GSA we perform a number of basic and logical checks before the application can be processed, however we don't check the crop cultivated or the activities taking place. This is done using the e.g. AMS and an additional administrative check.</i>
21.	Paragraph 2.1	What are some examples of the strict requirements set by the European Commission for subsidy eligibility?	<i>The conditions regarding eligibility are set by NEA. A complete list can be found in Annex 1 – Appendix F. The conditions differ depending on the scheme.</i> <i>For example:</i> <i>For certain activities/schemes only particular crops are allowed and for certain activities/schemes the farmer has to adhere to a non-mowing period, etc.</i>

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22.	Paragraph 2.2	Can you provide more detailed specifications on what the annual quality assessments for the AMS and GSA entail?	<i>Please see annex 12 describing the Union Level Methodology of the QA, which is attached to this Memorandum of Information.</i>
23.	Paragraph 2.2	How does the process of identifying and managing 'red parcels' work, and what are the implications for farmers?	<i>Please see paragraph 2.3 of annex 1 for how the process of identifying and managing 'red parcels' work.</i> <i>If the farmer does not comply, that specific parcel will be excluded from his application, which may lead to a lower subsidy amount. If the farmer complies then there will be no consequences.</i>
24.	Paragraph 2.2	Is digitising crop parcels equivalent to delineation, or does it involve additional tasks?	<i>It involves additional tasks to delineation. Regarding to the assessment of crop parcels there are two parts. First is a visual inspection. If based on the visual inspection (part 1) it turns out that the polygon provided by the farmer is correct no further action is required. Secondly, if it turns out that the polygon provided by the farmer is not correct, the parcel needs to be adjusted accordingly by the Contractor (part 2). NEA requires that all detected land covers are digitised separately.</i>
25.	Paragraph 2.2	Will the tenderer play a role in the acquisition of the imagery (e.g. recommending/requesting data for required locations), or the sole responsibility of the tenderer is to process the data as provided by NEA?	<i>No, the Contractor will not play a role in the acquisition of the imagery. As stated in paragraph 2.2 of the Tender document under 'Outside of the scope: The process of acquiring the commercial satellite data is outside the scope of this assignment.' This is also stated in annex 1, under paragraph 1.1: 'Buying data is not part of this Tender'.</i> <i>The Contractor is responsible to process the data as provided by NEA.</i>
26.	Paragraph 2.2	Is the CAPI environment expected to store the imagery used (satellite, aerial) or will the hosting be handled by NEA along with acquisition?	<i>NEA will not handle the hosting. As stated in the Tender documentation (annex 1, paragraph 1.1) we expect the Contractor to download the imagery from an AWS3 Bucket, process it and store it on his own environment. Although not described in the tender documentation there is also the possibility for the Contractor to use a web service to access the data.</i>

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27.	Paragraph 2.3	What are the technical and functional requirements for the web-based interface, especially regarding data visualization and user access?	<i>Please see annex 1, paragraph 1.4 'requirements relating to the viewer' which refers to the web-based interface.</i>
28.	Paragraph 2.2	How should findings and corrections be documented, and what are the requirements for data archiving?	<i>Findings and corrections should be stored in a database which needs to be accessible during the duration of the Contract to NEA and the Contractor. After expiry of the Contract, the QA data should be transferred by the Contractor to the Contracting Authority, NEA.</i> <i>Relating to the web-based viewer, this viewer should be available for up to 24 months after a given year. For example, the 2024 edition will remain available for consultations by NEA until the end of 2026. Please also see Annex 6b SLA, paragraph 2 Term.</i>
29.	Paragraph 2.2	What specific data security measures and protocols are expected to be implemented by the Contractor?	<i>Please see annex 1, paragraph 1.6 'requirements relating to security'.</i>
30.	Paragraph 2.4	Can you provide more details on the criteria for the contracting under which the contract extensions will be granted?	<i>Extending (or not-extending) the Contract will depend on for example the quality of the work done by the Contractor, but also on the possibility of doing the QA inhouse in the future. In all cases it is up to the Contracting Authority/NEA to make this decision. However, we will inform the Contractor if the Contract will not be extended in a timely manner (no later than 6 months prior to the expiry date).</i>
31.	Paragraph 2.4	What are the expected milestones during the initial implementation period starting march 28, 2024?	<i>Please see annex 1, paragraph 3.4 'requirements relating to 'timeliness'.</i>
32.	Paragraph 2.5	How might changes in EU legislation affect the scope of work and the estimated contract value?	<i>Due to changes in EU legislation, to which the Contracting Authority has little influence, it might be that either less or more aspects need to be checked as part of the QA. The current CAP runs until the end of this contract. Therefore it is expected that no major changes to the method will occur during this Contract.</i>
33.	Paragraph 2.5	Can you provide examples or data from similar past activities that influenced the estimated value?	<i>Before the AMS/GSA QA we used to have what is called 'controls with remote sensing'. Every year about 5% of all applicants</i>

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			<i>needed to be checked manually. Based on the results of this inspection either the control rate could be decreased (leading to less work) or the control rate had to be increased (leading to more work). This depends on the error rate. An higher error rate leads to more controls and a low error rate leads to less controls. The current numbers are based on the error rates from past controls.</i>
34.	Paragraph 2.2	What types of satellite data will be used, and are there any specific requirements or standards for this data?	<i>See annex 1, appendix B.</i>
35.	Chapter 3 (requirements)	How will we be informed about changes in European regulations and internal systems that affect the format of the declaration data?	<i>Throughout the duration of the Contract meetings will take place regularly. Any changes will be discussed during these meetings. And as soon as they occur you will also be informed by email. Also see the answer to question 32.</i>
36.	Chapter 3 (requirements)	What specific pre-processing steps are required for the satellite data used in QA tasks?	<i>None. The data will be provided as COGs and are ready to be ingested in any GIS. Although not mentioned in the Tender document there is also the possibility for the Contractor to use a web service, which means the Contractor doesn't have to download the images. Also see the answer to question 26.</i>
37.	Chapter 3 (requirements)	How frequently should the reports be delivered, and are there any specific formatting requirements for the Excel files?	<i>Yes, we do have specific requirements in terms of formatting. These are described in Annex 1, Appendix E, description of the data delivery. Please also see annex 1, paragraph 1.5 'requirements relating to delivery of and use of results' for how and when the results and reports should be delivered.</i>
38.	Chapter 3 (requirements)	Could you specify the types of data that need to be accessible for transparency and traceability, and are there any particular protocols for data sharing?	<i>As mentioned in the Tender documentation all the data produced and used by the Contractor needs to be made readily available in the viewer. This includes but is not limited to:</i> - <i>The satellite imagery used</i> - <i>Zonal statistics/signals</i> - <i>The operator observations related to the activities to be checked</i> - <i>The polygons of the crop parcels</i>

No.	Chapter from the Tender document related to question	Question	Answer
			- Modifications made to the crop parcels - Reports - Meeting notes <i>Related to data sharing please see Annex 1, paragraph 1.1.</i>
39.	Chapter 3 (requirements)	Can you elaborate on the expected functionality for visualization, access to declaration data, and QA results within the viewer	<i>Please see annex 1, paragraph 1.4 'requirements relating to the viewer'.</i>
40.	Paragraph 4.2	Please clarify what the exclusion grounds and sustainability requirements are exactly.	<i>Please see annex 2 'European Single Procurement Document' for the applicable exclusion grounds.</i> <i>No sustainability requirements are required.</i>
41.	Paragraph 4.3.3	What are the key elements you look for in a quality assurance system to consider it equivalent to certified systems like iso 9001?	<i>As stated in paragraph 4.3.3 of the Tender document.</i> <i>'By "equivalent", we mean the following:</i> <i>• Quality assurance is embedded in the entire organisation (by means of policy), adopted by the responsible department and executed by this department (e.g., by means of a quality handbook). This department also bears responsibility for the correct design, execution, and management of this quality policy.</i> <i>• Presence and company-wide implementation of relevant procedures relating to service provision/end-products and the management of resources and documents, within which continual improvement is an important point of attention.</i> <i>• Operation of an internal quality cycle, including the measurement, analysis and improvement of quality levels.</i> <i>• Carrying out a periodic, independent audit by an expert focused on compliance with the quality procedures.</i> <i>• Customer-oriented processes: a system is in place to ensure (from customers' perspective) that there is a clear</i>

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			<i>picture of customers' needs and that these needs are implemented in your business processes.</i> • <i>PDCA cycle with the objective of continuous improvement.'</i> <i>This can be demonstrated by a description of max 1200 words, which addresses all points as specified under 4.3.3. of the Tender document. Please note; this evidence should only be submitted when requested to do so by the Contracting Authority.</i>
42.	Paragraph 4.4	What specific information from the professional or trade register is required to confirm the legal authorization of the tenderer?	<i>As stated in paragraph 4.4 of the Tender document:</i> <i>"In order to establish the legal validity of the signed statements, declarations, and other evidence, it is vital that a recent and up-to-date (max. six months old, counted from the time of submission of the Tender) extract from either the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.</i> <i>If the signatory of the statements, declarations and other evidence is not featured on the extract, then the authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that they signed the documents."</i> <i>Please note: this evidence should only be submitted when requested to do so by the Contracting Authority.</i>
43.	Paragraph 4.3.2	The core competencies require a tenderer to be experienced with manual digitalisation and/or identification of crops and agricultural activities.	<i>No. The tender is focussed on manual identification of crops and agricultural activities. Prior experience with this is therefore required. Experience with automatic/algorithmic digitalization</i>

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		Would the NEA allow for experience with automatic/algorithmic digitalisation and/or identification of crops and agricultural activities as well?	<i>and/or identification of crops and agricultural activities therefore does not qualify as experience.</i>
44.	Paragraph 4.3.2	Does the NEA also allow for experiences that are longer ago than 3 years (f.i. 5 years) and/or of less value than 175,000EUR (f.i. 100.000EUR)?	<i>No, NEA will not change the requirements to the experiences.</i> <i>According to the Dutch Procurement Law (Aanbestedingswet 2012), article 2.93 paragraph sub a, the reference period for services is in principle a maximum of three (3) years prior to the deadline for submitting the Tender. In article 2.93 paragraph 4, it is stated that this can be amended in the case when insufficient competition can be ensured. However, as these activities are required by the paying agencies of all EU Member states, this is not the case.</i> <i>Furthermore, we are of the opinion that the value for the reference assignments is proportional, also when following the guidelines from the Proportionality Guide [Gids Proportionaliteit]. Therefore, we will not reduce the total value of the combined references.</i>
45.	Paragraph 4.3.2	"You request demonstrable knowledge and experience in the field of detection of specific agricultural activities, including mowing/grazing, ploughing, harvesting, and crop coverage. Reference projects in which these specific activities can be obtained are almost exclusively available within the existing AMS assignment or previous CAP controls. As a result, new market entrants are excluded from participation, making the assignment only accessible to existing parties. However, if you want to give newcomers a chance, we request that you adjust this specific reference requirement to a more generic one. For example, 'The Tenderer must have experience with the manual identification and assessment of different agricultural activities that take place at the crop parcels.' Are you willing to consider this request? ."	<i>We do not adjust this specific reference requirement.</i> <i>Although the AMS QA is new, manual monitoring of agricultural activities (Computer Assisted Photo Interpretation (CAPI)) is not. For more than 30 years monitoring agricultural activities using remote sensing data has been a common practice in the EU. Previously, these controls were called Controls with Remote Sensing (CwRS). We would also like to point out that another predecessor of the AMS is called Controls by Monitoring (CbM). CbM was introduced in 2018 by the European Commission. These are two widespread activities within the EU where any party could have gotten the experience with these particular activities (mowing/grazing, ploughing, harvesting and crop coverage). Furthermore, we have limited the list of required agricultural activities. During the execution of the contract a more extensive</i>

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			<i>list of activities needs to be monitored. Another thing to point out is that we do not request that you have experience with these activities in the context of the CAP. Other projects are also accepted as long as they reflect a similar experience.</i> <i>Furthermore there is the possibility to submit a Tender in collaboration with other organisations. Please see paragraph 7.3.17 of the Tender document.</i>
46.	Paragraph 5.2.1	We can receive points for providing a case study. Should this case study showcase our organisational competences and working together, or should the case study be focused on showcasing the technical know-how and solutions to successfully execute the QA from a technical perspective?	<i>The case study should focus on organisational competences and how this supports your plan of action relating and relevant to award criterion 1 'flexibility and adaptability in deadlines'.</i>
47.	Paragraph 5.2.2	Can you provide more specifics on what constitutes a clear and objective scope for this project?	<i>No we will not provide more specifics. The Contracting Authority has provided enough information in the tender documentation to provide an answer to the award criteria. It is not up to the Contracting Authority to write out the answers for the Tenderers. The objective of award criteria is to provide the Tenderers the opportunity to distinguish themselves and to prove that they have understood the assignment and the aspects that are relevant to the Contracting Authority.</i>
48.	Paragraph 5.2.3	What are the most critical factors you consider when evaluating the feasibility, relevance, and added value of proposed additional functionalities?	<i>Please see paragraph 5.2.3 in which the objective of the award criterion is described.</i>
49.	Paragraph 5.3	Could you provide examples for examples that illustrate the difference between a 'very good' and a 'good' response in the context of these award criteria	<i>See the elaboration of the assessment method in paragraph 5.3 of the Tender document in which the different possible scores are described. The Contracting Authority has no examples. It is also not up to the Contracting Authority to provide examples of what is needed to achieve the maximum score. That would take away any innovation, creativity or independent thinking process from the Tenderers.</i>

No.	Chapter from the Tender document related to question	Question	Answer
50.	Paragraph 5.5	How are the variable costs for managing parcels calculated, and what factors influence these costs.	<i>You should provide the costs per parcel. The price per parcel is including the time, effort and capacity to manage those parcels. Please also annex 5 – prices/rates.</i>
51.	Paragraph 6.2	What are the most critical aspects of compliance with the requirements of the assignment in Annex 1 that tenderers should focus on?	<i>You should focus on all of them. Annex 1 outlines the requirements to the Tender.</i>
52.	Paragraph 6.3	How does the individual assessment differ from the plenary consensus meeting in terms of scoring and evaluation?	<i>Both the individual assessment as the consensus assessment take place on the basis of the assessment method as described in Chapter 5 and 6 of the Tender document.</i>
53.	Chapter 7	Can you clarify the specific process for submitting a 'European single procurement document'? Are there any additional documents required?	<i>You should fill in, legally sign and submit annex 2: 'European single procurement document' as stated in chapter 4 and 7 of the Tender document. If you submit a Tender in collaboration with other organisations please read paragraph 7.3.17 of the Tender document carefully.</i> <i>Furthermore, please see paragraph 7.3.15 for the structure and content of the Tender and which documents should be provided when submitting your Tender. And see chapter 4 for which documents can be requested by the Contracting Authority, but do not have to be submitted together with your Tender. Please note that the Reference data (technical qualifications) must be part of the Tenderer as mentioned in paragraph 7.3.15 and chapter 4.</i>
54.	Chapter 7	What are the essential eligibility criteria and compliance requirements that our company must meet to ensure our tender is not disqualified from the assessment process?	<i>The Tender document provides all necessary information. Please see chapter 4, paragraph 5.2, chapter 6 and chapter 7 for more details.</i>
55.	Annex 5	Annual Costs: are these cost per calendar year? 2024, 2025, 2026 and 2027? (excluding indexation)	<i>Yes, this is correct. You must indicate the annual costs per calendar year. We will assess the fictional price per year as stated in paragraph 5.5 of the Tender document.</i>

No.	Chapter from Annex 1 related to the question	Question	Answer
56.	Paragraph 4.4.1	We are thinking about involving international colleagues in this tender who have a lot of experience in Earth Observation with satellite imagery. Would you also allow for a project manager that is fluent in English and Dutch, but who has no experience in the Earth Observation environment; the requested experience in Earth Observation environment would be provided by the international team members who are non-Dutch speaking.	<i>No, we will not allow this. As stated in the Tender documentation also the project manager should be experienced in Earth Observation (EO) environment. There are several reasons why we will keep this requirement:</i> Understanding of Project Requirements: <i>An project manager experienced in the EO domain would better understand the specific requirements, challenges, and nuances associated with projects involving satellite imagery and monitoring of agricultural activities. This insight is critical for making informed decisions and managing the project effectively.</i> Communication and Coordination: <i>Effective communication is essential in any project, and having a project manager with EO experience helps ensure seamless communication with the international team members who are experts in this field. A project manager with EO experience can bridge language gaps and facilitate clear communication between team members.</i> Risk Management: <i>EO projects often involve complex technical aspects and potential risks. An experienced project manager with specific EO experience would be better equipped to identify and mitigate these risks, ensuring that the project runs smoothly and meets its objectives.</i> Contracting Authority Confidence: <i>As a Contracting Authority we have more confidence in a team led by a project manager with expertise in the relevant field. It demonstrates a commitment to delivering high-quality results and understanding the client's specific needs.</i> Decision-Making Ability: <i>A project manager with EO experience is more likely to make informed decisions quickly, especially in situations where</i>

No.	Chapter from Annex 1 related to the question	Question	Answer
			expertise is required. This ability to make timely and knowledgeable decisions is crucial for the success of the project. Efficiency and Productivity: An experienced project manager can streamline processes, optimize workflows, and ensure that the team is working efficiently. This can lead to a higher level of productivity and a higher likelihood of meeting project deadlines. Quality Assurance: Understanding the intricacies of EO projects allows a project manager to enforce quality standards effectively. This is essential for delivering a final product that meets or exceeds NEAs expectations. Adaptability to Unforeseen Challenges: EO projects may encounter unexpected challenges that require quick thinking and adaptability. A project manager with relevant experience is better prepared to handle such situations and guide the team through uncertainties.
57.	Paragraph 2.4	The amount of work is estimated at roughly/at least: $800+10.000+12.000+5.000 = 28.000$ parcels. For both the AMS, GSA and red parcel management processes 'visual inspections' and/or manual steps are required. Does the NEA expect the tenderer to have a manual look at all of these 28.000 expected parcels?	Yes, NEA expects the Tenderer to have a manual look to all of the 28.000 parcels each year, including the first year, 2024.

No.	Chapter from Annex 1 related to the question	Question	Answer
58.	Paragraph 1.4	You have written: The NEA requires all services and products to operate in accordance with the Dutch government's open standards policy, with the underlying goals of promoting interoperability and increasing vendor independence. To be sure we want to ask if you mean that using the Azure platform or the ESRI platform for internal use and viewing capabilities is not allowed as well. Is it accepted to use those two tools in the working process?	<i>Yes, that is acceptable.</i>
59.	Paragraph 1.4	"You have written: Signals that can be used to support interpretation during the CAPI process should also be available in the form of a graph. The data supporting these signal graphs are probably available already, do we need to calculate this data ourselves, or will this data be provided by the NEA so that we can implement this on our viewer?"	<i>Yes, the Contractor should calculate this data yourselves and this will not be provided by NEA. Zonal statistics or signal data needs to be generated by the Contractor if they consider this relevant in the context of assessing agricultural activities. If so, this data also needs to be presented in the viewer.</i>
60.	Paragraph 1.4	" You have written: A button to generate a PDF (NEN-ISO) containing all the images used by for a particular QA activity and the results of the QA. This has to be generated on a file level. NEA employees should be able to edit these PDFs. Is it maybe an type mistake and should file be field? And for edit, do you mean NEA employees should be able to adjust information to the PDF output?	<i>File is indeed file and not field.</i> <i>With file NEA means all the data related to the application of a specific farmer.</i> <i>Yes. NEA employees should be able to edit the files.</i>

No.	Chapter from Annex 1 related to the question	Question	Answer
61.	Paragraph 2.4	What variation do you expect in the amount of work over the years? Or is 2027 considered to be equal with 2025?	<i>We expect the amount of work to remain stable over the years. But as mentioned before the amount of work can either increase or decrease depending on the findings of the QA or due to changes in EU legislation. Please also see the answer to question 57 relating to the amount of work.</i>
62.	Paragraph 2.4	For the input data, we assume the data (shape files) to be received in batches. How are these batches grouped? Random selected parcels with their own crop type, or are the batches grouped on the same crop type? Can you send a subset of these data?	<i>The bulk of the data will be delivered once the subsidy participants have concluded their grant application on the 15th of May of that year. NEA will take some time to process the data. The first batch can be expected at the end of May of that year, following batches will be delivered shortly after. NEA groups the data based on subsidy schemes. The data is not grouped around crop types.</i> <i>We will share a small subset of the data as an example (see annex 13).</i>

Remarks regarding draft agreement, the processing agreement, the ARVODI-2018 and ARBIT-2022

No.	Article from draft agreement, processing agreement, ARVODI-2018 or ARBIT-2022 related to the question	Reason for objection	Answer

63.	Annex 6 Draft contract, article 1.2	In our opinion, the memorandum of information related to this tender should rank above the Tender document and the ARVODI-2018, as the notes may make changes and/or clarifications to the Tender document and/or the ARVODI-2018. Could you please adjust this?	<i>Yes, you are correct. Please see article 1.2 of annex 6 "Draft contract" in which this is already stated.</i>
64.	Annex 6 Draft contract, article 1.2	In addition, we assume that changes to the Draft contract as included in the notes will be incorporated into the Contract itself. Is this correct? If not, then in our view the notes should also rank above the Draft contract. Can you adjust this in that case? In case you cannot agree to the proposed amendment, could you please explain why?	<i>Assuming that by notes you mean adjustments to the draft contract, the ARVODI-2018 and/or the mentioned articles of the ARBIT-2022 as a consequence of the Memorandum of Information, this is correct. Any adjustments made to the draft contract, the ARVODI-2018 and/or the, ARBIT-2022 will be incorporated in the final contract.</i>
65.	Annex 6 Draft contract, Art. 2.1	Contractor needs to have the possibility to terminate the Contract in line with independence laws and regulations, because within our firm we also have an accountancy/assurance department. Could you agree to include in the Contract a right for Contractor to terminate the agreement in the event that independence laws and regulations prohibit the further provision of the Services by Contractor? In case you cannot agree to the proposed amendment, could you please explain why?	<i>Not agreed. The present assignment is not in conflict with laws and regulations. In the exceptional situation that legislation is introduced during the term of the Contract as a result of which the performance of the Services would be contrary to the law, the Contracting Authority will adjust the Contract accordingly in consultation with the Contractor, or the Contract will be terminated.</i> <i>See also the answer to question 78.</i>
66.	Annex 6 Draft contract, Art 2.2	Article 2.2 of the Draft contract regulates an immediately payable penalty if the agreed term is exceeded. Since the Contractor will be largely dependent on the Contracting Authority and/or third parties contracted by the Contracting Authority with regards to the present engagement we do not consider this fine to be realistic. In addition, a fine must be regarded as disproportionate (we refer to Regulation 3.9 A of the Proportionality Guide). The fine is formulated as being immediately due and payable, which means that it is immediately payable without it having been established in court that the Contractor has actually not delivered in accordance with the agreement. Moreover, agreeing on fines is not necessary because the contract conditions include a safety net with regard to the Contractor's liability and the resulting obligation to pay compensation for damage in the event of violation of the obligations under the agreement. Can you therefore agree to delete this article? If you do not agree with this, could you please explain why?	<i>The Contracting Authority has to deal with tight deadlines for paying applicants. In view of this, it is important that the Services are provided within the agreed or extended period in a manner that complies with the Contract. That is why the Contracting Authority works with the penalty provision.</i> <i>The Contracting Authority is prepared to add to Article 2.2 that the fine will only be imposed if there is an imputably shortcoming by the Contractor. The Contractor is expected to have a proactive attitude so that he can deliver on time and in accordance with the Contract. The Contractor must act proactively if the Contracting Authority (and/or third parties engaged by the Contracting Authority) fails to fulfil its obligations under the Contract, as a result of which the Contractor may not be able to fulfil its obligations under the Contract.</i> <i>The Contracting Authority does not share your opinion that a fine is disproportionate. It has already been indicated above why a penalty provision is used and it is indicated that there must be an imputably</i>

			<i>shortcoming. A fine is not comparable to liability. A fine should be seen as an additional incentive to comply.</i>
67.	Annex 6 Draft contract, Art. 6.5	The contractual penalty in Article 6.5 of the Draft contract is very onerous for us. Fines are uninsurable, which means that a penalty clause must be regarded as a disproportionate remedy. The fine is, additionally, formulated as immediately payable, i.e. it is payable immediately without it being established in court that the Contractor has actually violated its duty of confidentiality. In this context, we would like to point out that it is not necessary to agree on a contractual penalty because the law as well as the contractual terms and conditions contain a safety net with regard to the liability of the Contractor and the resulting obligation to pay compensation for damages, in the event of violation of the (confidentiality) obligations under the agreement/purchase terms. In the light of the above, can you agree to declare Article 6.5 of the Draft contract inapplicable? In case you cannot agree to the proposed amendment, could you please explain why?	<i>The Contracting Authority do not agree to declare article 6.5 inapplicable. The information of this Contract is highly confidential which makes the measure - a penalty of 1,000 EUR per event - justifiable.</i> <i>In addition, the Contractor has it in his own hands to comply with the obligation of confidentiality. It is certainly not the intention to increase the number of violations of the confidentiality obligation.</i> <i>A fine is not comparable to liability. A fine should be seen as an additional incentive to comply.</i>
68.	ARBIT 2022, art. 18.2	We are obliged to carry out quality reviews and risk management on client files. Personal data may be processed in this context. Article 18.2 of the ARBIT-2022 does not allow the processing of personal data for purposes other than carrying out the assignment. Do you allow your personal data to be (possibly) used to carry out quality reviews and risk management? In case you cannot agree to the proposed amendment, could you please explain why?	<i>We do not agree with the proposed amendment.</i> <i>Article 18.2 of the ARBIT 2022 does not specifically limit the execution of such obligatory quality reviews and risk management on client files, as long as you adhere to the applicable legislation concerning the GDPR. Therefore, we request to limit the processing of personal data for purposes of quality reviews and risk management within the scope of the contract and should only concern risks and quality involving the services of the contract.</i>
69.	ARBIT 2022. Art 32.3	According to Article 32.3 of the ARBIT-2022, upon termination of the agreement, Contractor must return all documents, books, records and other goods provided by the Contracting Authority. This Article does not provide us with sufficient possibilities to keep an internal file, after the engagement has ended. For internal risk and compliance reasons, we must be able to maintain our own internal work file containing copies (including backups) of relevant documents both during and after the engagement, of course	<i>Please see article 13.4 of the Arvodi-2018 in which this is already stated.</i>

		subject to our confidentiality obligations. We suggest in this regard the following provision: "Article 32.1 of the ARBIT-2022 does not affect the Contractor's right to maintain a file with regard to the Services, containing copies of relevant documents, provided that the Contractor takes appropriate measures to ensure the confidentiality and safekeeping of the file." In case you cannot agree to the proposed amendment, could you please explain why?	
70.	ARVODI 2018, art. 13	The Draft contract contains a confidentiality obligation with regard to information we receive in the context of the engagement. Pursuant to the laws and (professional) regulations applicable to our organisation, we require your explicit permission to share the information in question with IT (cloud) service providers. For (the performance of) the services Supplier makes use of cloud applications, email providers and other supporting IT (cloud) service providers, including for our document management systems, where files and (customer) information are stored in the cloud. In the very limited cases that these IT (cloud) service providers have limited access to confidential (client) information in connection with necessary technical support, strict confidentiality agreements apply. For the record, we emphasize that the support of our internal business processes by these IT (cloud) service providers is necessary for the performance of our services, whereby we accept responsibility for the deployment of these IT (cloud) service providers and the (maintenance of the) confidentiality of (customer) information. On the basis of the above, we request you to include the following text proposal in the Contract to be concluded. We cannot carry out the work without your express consent. "For the purpose of (the execution of) the Services, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely	<i>We cannot fully agree. However, we propose the following adjusted amendment which will be part of final Contract:</i> <i>"For the purpose of (the execution of) the Services, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Contractor's business operations. The Contractor remains responsible and accountability towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned. The Contractor ensures that the confidentiality of the information by the IT (cloud) service providers is guaranteed through appropriate technical and organisational security measures such as the ISO 27001 certification or comparable."</i>

		for the support of the Contractor's business operations. The Contractor remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned." In case you cannot agree to the proposed amendment, could you please explain why?	
71.	ARVODI 2018, Art.14.1	The second sentence of Article 14.1 ARVODI stipulates that the Contractor is not entitled at any time to use the personal data made available to it in any way in whole or in part other than for the execution of the Agreement (unless deviating legal provisions). Because we also provide accounting services, we are subject to risk management and quality review requirements for those services, which requirements also apply to our consultancy branch through internal regulations. Can you agree to amend this article in such a way that the Contractor is able to process personal data for risk management and quality review requirements, internal business purposes, compliance with applicable laws and (professional) regulations and in connection with disciplinary, civil, administrative and/or criminal proceedings (a legal procedure) in which the Contractor or persons affiliated with or employed by the Contractor are involved and in which this information may be important? If you do not agree with this, could you please explain why? In case you cannot agree to the proposed amendment, could you please explain why?	<i>We do not completely agree. We can agree on the following, which will be added to the final Contract.</i> <i>"The processing of personal data should be limited for purposes of quality reviews and risk management within the scope of the contract and should only concern risks and quality involving the services of the contract. Contractor may use the personal data for other purposes than the contract if this is specifically required by applicable law, regulation, professional requirements. If there is a conflict of interest between Contractor and the Contracting Authority, the interest of the Contracting Authority will prevail. Another condition will be that Contractor will take all the appropriate measures to keep the information confidential according to the European Privacy Laws and the GDPR."</i>
72.	ARVODI 2018, Art. 15.1-15.2	Because of the protection of privacy of our employees and as a matter of good employment, we make an objection to show certifications of good conduct of our employees and/or let our employees submit to security checks by the Contracting Authority. We suggest the following. If necessary, we will guarantee in full the quality and integrity of our employees. When required we can perform a screening ourselves (by DSI) on employees who will carry out the assignment in question. We are willing to confirm the outcome of the screening to the Contracting Authority. Can you agree to the proceedings described in the above and, if	<i>Not acceptable. This will not be agreed upon by the Contracting Authority. Hence employees working at the Contracting Authority are also obliged to show the same kind of certifications of good conduct, security checks etc. Please note that article 15.2 provides the option to the Contracting authority to request certifications of good conduct, however this is not per definition required at the beginning of the work.</i>

		yes, to declare the articles 15.2 and 15.3 of the ARVODI-2018 not applicable in the Contract? In case you cannot agree to the proposed amendment, could you please explain why?	
73.	ARVODI-2018, Art. 21.3	It is common practice in our profession to limit liability whereby the maximum liability is in reasonable proportion to the fee involved in the engagement. In this context, we refer to Rule 3.9 D of the Guide to Proportionality issued by the Ministry of Economic Affairs and Climate in June 2020. This Regulation 3.9 D stipulates that the Contractor's liability must be limited, taking into account the limitation of liability that is customary in the relevant sector. The limitation of liability as included in Article 21.3 of the ARVODI is not in line with this, because it concerns a limitation of liability based on a graduated scale determined in advance, as a result of which the maximum liability, depending on the value of the engagement, is many times higher than the liability limitation that is customary in our sector. With due consideration of the above, we propose to include the following provision in the agreement in line with market practice. Can you agree to this? "Article 21.3 ARVODI will be replaced by the following provision. Contractor shall perform his work to the best of his ability, exercising the care that may be expected of him. If an error is made because the client has provided the Contractor with incorrect or incomplete information, the Contractor is not liable for the damage caused. The total liability of the Contractor to the Contracting Authority for any errors that would have been prevented if the Contractor had acted with due care shall be limited to a maximum of three times the amount of the fee paid and/or still owed by the Contracting Authority for the specific work carried out under the Contract from which the errors arose. If the Contract has a duration of more than twelve months, the total liability under the Contract will be limited to a maximum of three times the amount of the fee paid by the client to the Contractor and/or still owed by the Contracting Authority over the last twelve months for the specific work carried out under the Contract from which the errors arose. Related errors are thereby regarded as one error. The limitation of	<i>We do not agree. In principle based on Dutch law parties have unlimited liability for any harm they have caused. Nevertheless, in the ARVODI-2018 this liability is limited to a certain amount per event and per contract year as stated in article 21.3. Furthermore, it stated that this concerns the liability of the party that imputably fails. Therefore the contracting authority does not see any cause to further limit the liability.</i>

		liability shall not apply in the event of wilful misconduct (opzet) or gross negligence (bewuste roekeloosheid) on the part of the Contractor and/or if mandatory national or international legislation or professional rules and regulations do not permit such a limitation. The Contractor is not liable for consequential, indirect, trading or punitive damage and/or loss of profit." In case you cannot agree to the proposed amendment, could you please explain why?	
74.	ARVODI-2018, Art. 24	This article states a complete transfer to the Contracting Authority of all intellectual property rights to the results of the agreement. This is objectionable to us for multiple reasons. We understand the wish of the Contracting Authority to freely use the results/deliverables of the Contract. However, we object to the unlimited and unrestricted use of such deliverables on several grounds. If we would transfer the intellectual property rights of our deliverables to the Contracting Authority, the Contracting Authority would have the right to amend/change and exploit such deliverables. Given the character of the deliverables, this is not favourable. If that would be the case, we cannot vouch for the correctness and completeness of the deliverables and therefore cannot exercise our professional responsibility with regard to the deliverables. With regard to any advice as contained in the deliverables, we would lose our grip on the content and distribution of such advice, if we would transfer the intellectual property rights. This is objectionable for us if the Contracting Authority would want our name and logo on the deliverables. We believe, based on the above, that a use license should suffice for the purpose of this contract. We also refer to rule 3.9.1.2 of the Proportionality Guide. Can you agree to change this article 24 accordingly? "(Intellectual) property rights that vest in the Contracting Authority or the Contractor, or is licensed to them by a third party, before the execution date of the Contract, shall remain vested in the original owner. The Contractor reserves all intellectual property rights in relation to products of the intellect that it uses or has used and/or develops or has developed within the framework of the execution of the	<i>Not acceptable. In contrary to the assumption of the Contractor, the transfer of the intellectual property rights of deliverables to the Contracting Authority, does not imply the right to amend/change and exploit such deliverables in a non-governmental way. Please note that the Contracting Authority will use all results for the public interest. For this reason, the Contracting Authority does not agree on the proposed change to the ARVODI on intellectual property.</i>

		Contract in which it holds or can exercise copyrights or other intellectual property rights. The Contracting Authority may use the results of the Contract for its own internal use, insofar appropriate within the purpose of the Contract.” In case you cannot agree to the proposed amendment, could you please explain why?	
75.	Missing provision (Draft contract)	Can you agree to the additional inclusion of the following provision in the agreement to be concluded? This provision is common in our industry. It is important that this provision is agreed, because it enables the Contractor to carry out the work on time and properly, while respecting the rules of conduct and professional conduct. Indemnification The Contracting Authority indemnifies the Contractor at all times against all claims from third parties arising from or related to work carried out by us in relation to the agreement and/or the performance, except if and insofar as there is intent or deliberate recklessness on the part of the Contractor.	<i>We can agree. We will add this provision to the final Contract.</i>
76.	Missing provision (Draft contract)	Can you agree to the additional inclusion of the following provision in the agreement to be concluded? This provision is common in our industry. It is important that this provision is agreed, because it enables the Contractor to carry out the work on time and properly, while respecting the rules of conduct and professional conduct. Collection of electronic data 1. The Contracting Authority gives the Contractor permission, in the context of the agreement and/or the performance, to access and process all data present on the electronic media to be made available by the Contracting Authority. The Contracting Authority also gives the Contractor permission to make copies of the data to the extent necessary in the context of the research to be carried out by the Contractor. The Contracting Authority guarantees that, by executing the agreement / performance, the Contractor is not acting in violation of the General Data Protection Regulation, or any other similar legislation in another jurisdiction.	<i>Ad 1. We do not agree. Electronic media is not relevant to this contract. Furthermore in the DPA (annex 6a) and SLA (annex 6b) there are already provisions about how data should be collected and stored. Ad 2. For this assignment, the Contracting Authority agrees with point 2. regarding the retention period except for personal data. The provisions of the Processing Agreement apply to personal data. Ad 3. The matter of point 3. Is already regulated in article 8 ARVODI-2018.</i>

		2. Unless otherwise agreed during the execution of the assignment, the Contractor will destroy data collected by it after seven years. 3. The parties expressly agree that the Contractor will immediately inform the Contracting Authority if it appears necessary for the execution of the agreement and/or the performance to engage a third party to assist the Contractor in collecting electronic data. The Contractor will then consult with the Contracting Authority about confidentiality aspects; The Contractor will request the Contracting Authority to agree in writing in advance to the method chosen by the Contractor.	
77.	Missing provision (Draft contract)	Can you agree to the additional inclusion of the following provision in the agreement to be concluded? This provision is common in our industry. It is important that this provision is agreed, because it enables the Contractor to carry out the work on time and properly, while respecting the rules of conduct and professional conduct. Information and documents made available The Contracting Authority will make available to the Contractor all information and documents that the Contractor requires for the correct and timely execution of the assigned assignment in a timely manner and in the form and manner desired by the Contractor. The Contracting Authority guarantees the accuracy, completeness and reliability of the data and documents made available to the Contractor, even if they originate via or from third parties.	<i>Not agreed.</i> <i>The matter regarding data to be provided by the Contracting Authority is already regulated by law through the doctrine of creditor default.</i>
78.	Missing provision (Draft contract)	Can you agree to the additional inclusion of the following provision in the agreement to be concluded? This provision is common in our industry. It is important that this provision is agreed, because it enables the Contractor to carry out the work on time and properly, while respecting the rules of conduct and professional conduct. Professional rules The Services are carried out by the Contractor in compliance with applicable laws and regulations, including the applicable professional rules. The Contractor is never obliged to perform	<i>Not agreed. Firstly, it is evident that Contractor must act in accordance with legislation. It is not necessary to include a provision about this in the contract. Secondly, the Tenderer is aware of the content of this assignment and the contract provisions. The Tenderer can therefore already carry out the test for compliance with legislation and professional rules himself and assess whether he will proceed with making a registration.</i>

		any act or omission that is contrary to or incompatible with the aforementioned laws and regulations.	
79.	Annex 6a, Data Processing agreement	It is unclear to us how and when personal data will be processed. If this indeed would be the case, do you agree to declare the Data Processing Agreement inapplicable? If you will not agree to this, would you then agree that both parties will enter into consultation regarding the exact provision of the Data Processing Agreement after the conclusion of the contract? The division of roles (data processor and data processing responsible) cannot be determined for us upfront.	<i>We are of the opinion that the DPA is applicable to this tender, since the DPA ensures that the compliance with GDPR norms, whether you a processor or controller. In case, during the execution of the contract, you do not process personal data, then the GDPR will serve as a precaution to future changes to the processing of data. It is our objective to enforce the GDPR principles in all aspects of the contract.</i>