



Contract (ARVODI 2018)

IUC number: 202310082

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the State Secretary of Economic Affairs for Economic Affairs and Climate, legally represented in this matter by T.F. Kockelkoren, Inspecteur-generaal der Mijnen, State Supervision of Mines (SodM), hereinafter referred to as the Contracting Authority,

and

2. [Contractor's full name and legal form], which has its registered office in ..., legally represented in this matter by ... [and ...] [signatory's name], hereinafter referred to as the Contractor,

WHEREAS:

- The Contracting Authority would like to understand the effects of CBBO: on subsidence, on stability and on integrity of the cavern. This assignment will be one of the building blocks that helps SodM to assess the risks of various cavern abandonment scenarios.
- The Contracting Authority has published a tender document for this purpose;
- The Contractor submitted a tender on [day month year];
- The Contracting Authority has awarded the contract to the Contractor based on this tender;
- The Contractor has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

1. Object of the Contract

- 1.1 The Contracting Authority hereby commissions the Contractor to perform services as described in the tender submitted by the Contractor on [date] (ref. ...) based on the tender document issued by the Contracting Authority on [date] (ref. 202310082), in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.
- 1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document including annex(es);
 2. the Summary of Additional Information
 3. the tender document;
 4. the ARVODI 2018;
 5. the tender issued by the Contractor to the Contracting Authority on [date], ref ...

- 1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be submitted in an electronic format that enables web based publication.
- 1.4 The final report will be preceded by a draft report.
- 1.5 The Parties will consult with a view to deciding on the format of the final report. The final report will in any event state that the Contracting Authority is the copyright owner.

2. Formation and duration of the Contract

- 2.1 The Contract takes effect on April 9, 2024 and the agreed Services must be completed by March 31, 2026 at the latest.

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the number of hours actually worked and rates as stated in the quotation (excluding VAT and including travel, accommodation and any other costs). Invoicing will take place according to the schedule as included under requirement 3.7.1. in the tender document.

The maximum sum to be invoiced by the Contractor is € ...,- (excluding VAT); the Contractor guarantees that this sum will not be exceeded.

- 3.2 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 3.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable during the term of this Contract.
- 3.6 The Contractor must send the invoices electronically to:
Staatstoezicht op de Mijnen
Organisatie identificatienummerr (OIN): 00000004000000016000
t.a.v. Financiële administratie

PLEASE NOTE: *If you want to use the Central Government Invoice Portal, you must first select the 'Ministry of Economic Affairs'. You can then choose SodM.*

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in different ways:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>
For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl. For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl.

- 3.7 Article 17.1 of the ARVODI 2018 (and article 3.6 of this Contract) concerning e-invoicing does not apply to organisations located outside of the Netherlands. You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to pdfffacturen@minezk.nl.

4. Contacts

- 4.1 The Contracting Authority's contact is ...
The Contractor's contact is ...
- 4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Time and place

- 5.1 In principle, the Services will be performed at the Contractor's offices.
- 5.2 If the Services are performed at the Contracting Authority's offices, the Contracting Authority will give the Contractor's Staff access to the place where the Services are to be performed and will enable the Contractor's Staff to perform the Services in working conditions that reflect the Party's usual practice and during normal office hours.

6. Other Terms and Conditions

- 6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) (see annex A), of which the Parties have already received a copy, in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.
- 6.2 In addition to the provisions of the ARVODI the following applies with respect to force majeure. Disruptions or delays in the performance of assignments as a result of the Covid-19 or similar pandemic shall in principle not be regarded by the Contracting Authority as a form of force majeure, unless such disruptions or delays result directly and demonstrably from measures taken by the central government of the country where the work is to be performed, containing restrictions on travel movements or transport restrictions that were not foreseeable in advance.
- 6.3 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:
- a. if the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code; or
 - b. if a member of the Contractor's Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code and that staff member is on the Contractor's executive, management or supervisory board or has representative, decision-making or audit powers.
- In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.

- 6.4 In addition to article 24 of the ARVODI 2018, the Contracting Authority has sole authority to publish reports or parts thereof. The Contractor will be cited as the implementing organisation if the Contracting Authority decides to do so. 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.
- 6.5 In addition to article 24 of the ARVODI 2018, the Contractor may use, for the purpose of academic research and education, information obtained in the course of performing the Services, with the exception of personal information of a confidential nature. In doing so, the Contractor will not act contrary to the Contracting Authority's interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance. If the Contracting Authority decides not to publish the results of the Services, the Contractor may submit a written request to the Contracting Authority, asking for permission to publish the results itself. This permission should be given in writing, and will not be withheld without good reason. The Contracting Authority may attach certain conditions to its permission.

7. Conditions applicable to non-policy-oriented research

- 7.1 General
- a. The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's permission.
 - b. The Contracting Authority itself may at any time analyse or otherwise process the research data, or have such analysis or processing carried out, or complete the research, or have it completed.
- 7.2 Transfer of title to research material
- The Contractor transfers to the Contracting Authority, which transfer the Contracting Authority accepts, the title to all the material received, acquired and/or produced and processed by the Contractor for the purpose of the research, in so far as the Contractor has that material at its disposal and in so far as it records data that is part of the research. The transfer takes place by virtue of the fact that both Parties hereby declare that the Contractor will keep the material referred to for the Contracting Authority. The material to which the title is to be transferred does not include the material that records the addresses used for the purpose of the research, unless this material was obtained through or on the instructions of the Contracting Authority.

8. Declaration of integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract 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 any members of the Contracting Authority's Staff to perform or refrain from performing any act.

9. Final provisions

- 9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 9.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the State Secretary of
Economic Affairs and Climate Policy,

[name Contractor]

and commissioned by
T.F. Kockelkoren, Inspecteur-generaal der Mijnen,
State Supervision of Mines

W.A. Van Zeil
Team Manager Procurement Office

[signatory's name]
[signatory's position]

Annex(es):
A. ARVODI 2018