



Framework Agreement (Arvodi 2018) relating to Evaluations International Programmes of RVO

IUC number: 202311014

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by [signatory's name and position], 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:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of evaluations of international programmes of RVO, to agree fixed terms for a certain period with [enter number of framework contractors] service providers;
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having an initial term of 24 months, with two optional extensions of 12 months each (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
3. An EU contract award procedure for the selection of Parties to this framework agreement has been conducted on the basis of the Tender Document and subject to the Public Procurement Act 2012;
4. The Contracting Authority has judged the Contractor's bid, and those of [number] other Parties, to offer the best price-quality ratio;
5. This Framework Agreement lays down the conditions that apply to all Further Agreements for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement and that may or may not be awarded to the Contractor after competition between the Framework Contractors based on the award criterion of the most economically advantageous tender;

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the Contracting Authority's document dated [date], ref. 202311014, which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of this Framework Agreement in the area of evaluations of international programmes of RVO.

Tender: the tender dated xxx, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated ...

Further Agreement: a written agreement signed by the Contracting Authority and the Contractor based on the Framework Agreement and in accordance with the Request for Quotations of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.

Quotation: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Quotations under this Framework Agreement.

Request for Quotations: an invitation by the Contracting Authority under this Framework Agreement to all Framework Contractors to submit a Quotation for a public service contract.

Framework Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services in the area of evaluations of international programmes of RVO.

1. Object of the Framework Agreement

- 1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Quotations for Further Agreements to perform Services. In response to the Request for Quotations, the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor. If the Further Agreement referred to in the Request for Quotations is awarded by the Contracting Authority to the Contractor on the basis of the award criteria for the further award stipulated in the Tender Document, the Contractor must perform that Further Agreement in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Further Agreement with the Contracting Authority.
- 1.2 The following documents are an integral part of this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document including schedules;
 2. the Memorandum of Information, [date];
 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 Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement apply in full to all Further Agreements concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Quotations, unless a Further Agreement expressly departs from this Framework Agreement.
- 1.5 A Further Agreement states the specific Services to which it relates and its duration.

- 1.6 The result of the Services performed under each Further Agreement must in any case be laid down in the form of a final report. The final report must in any event state that the Contracting Authority is the copyright holder, specify the results achieved, the methods and techniques applied, and the resulting conclusions and recommendations, and contain a list of contents and a summary.
- 1.7 The final report must be submitted digitally. In addition, Contractor ensures that its online publications of reports prepared as part of an evaluation performed under this Contract, comply with the WCAG guidelines. The Contracting Authority will specify any further specifications for the format of the final report in the Further Agreement.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement comes into effect on <<datum>> and has an initial contract period of 24 months with two (2) times an option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of twelve (12) months. The total duration of the Framework Agreement is therefore maximum 48 months, including extension options.
If the Contracting Authority does not wish to make use of an extension option, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Framework Agreement will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.
- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Further Agreements. The terms of this Framework Agreement continue to apply to any Further Agreements remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Further Agreements awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Agreements for each contract for the performance of Services.
- 2.4 Contracting authority is entitled to terminate this framework agreement prematurely as soon as the maximum value and/or amount of the contract is reached, or is threatened to be exceeded, without any further compensation. Contracting authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

3. Awarding Further Agreements

- 3.1 For each evaluation to be performed under this Framework Agreement, the six Framework Contractors are always put in competition by means of a Request for Quotations (mini-competition). The rates agreed within the framework of the Framework Agreement shall apply as a maximum for the rates to be agreed in the Further Agreement. Framework contractors may therefore offer lower rates in the tender for the Further Agreement than agreed in the Framework Agreement, but not higher rates.
After the Request for Quotations, Contracting Authority intends to enter into a Further Agreement with the Contractor who submits the most economically advantageous Quotation for the evaluation. To this end, the Contractors with whom a Framework Agreement has been concluded are again called upon to compete. In each Quotation, Contracting Authority aims to take the quality into account for 90% and the price for 10% in order to arrive at the Quotation with the best price-quality ratio.

- 3.2 Every Request for Quotations procedure has at least one round of questions. Contractor is obliged to notify in writing no later than the deadline for asking questions for the first round of questions whether it will submit a quotation. In case after that deadline it appears that none of the Contractors will submit a quotation then Contracting Authority will tender that evaluation assignment outside the Framework Agreement. If the value of the evaluation assignment is below the European tender limit, the evaluation will be put out to tender by multiple or single negotiated tender with parties other than those under the framework agreement.
- 3.3 The Contractor must submit a Quotation, having regard to the provisions of this Framework Agreement, within the number of working days stated in the Request for Quotations. The Contracting Authority will not be required to pay to obtain a Quotation.
- 3.4 The Quotation, including the fee, must comply with and may not be less favourable than the Tender submitted.

4. Price and other financial provisions

- 4.1 The maximum value of the Framework Agreement is EUR 6,000,000.
- 4.2 The Contractor may invoice for Services performed under a Further Agreement in arrears in accordance with the payment schedule as stipulated in the request for quotations.
- 4.3 The following maximum rates apply to this Framework Agreement.

Experience level	EUR per hour
Junior	
Senior	

- 4.4 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.
- 4.5 The value referred to in article 4.1 of this Framework Agreement relates to all Services to be performed by the Contractor under the Further Agreement in question. It includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs. It does not include VAT.
- 4.6 The agreed rates are in any case fixed until 1 January 2026.

Indexation requests can only be made once a year, only in October. Before and after this month, indexation requests for the next year will no longer be accepted. Indexation requests should be sent to the following email address: contractmanagement@RVO.nl

The prices and rates can be adjusted in accordance with the CBS Collective Labor Agreement wages per hour including special rewards, category business services. The monthly figure of the most recent published month is used for this, whereby the index figure of the month of the commencement date of the Contract is set at 100%.

The Contractor must submit the application specified with a printout from the CBS-Statline and make a reference in the application to the relevant Contract with the Client. The application includes a statement of the previous versus the new prices and rates.

After receipt of the request, the Client will confirm to the Contractor whether this request has been approved.

- 4.7 Invoicing by the Contractor must submit invoices in the manner prescribed in the Request for Quotations.
- 4.8 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

5. Contacts / Project managers

- 5.1 The contact person of the Contracting Authority is xxx
The contact person of the Contractor is xxx
- 5.2 At least once per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 5.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

6. Time and place

- 6.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.
- 6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Further Agreement must be performed and also to enable such Staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. The Parties undertake to instruct their Staff to abide by the house, security and confidentiality rules applicable at the place where the work is to be carried out.

7. Other Terms and Conditions

- 7.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Agreement are governed exclusively by the ARVODI 2018 (*already in the Parties' possession*), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.

8. Conditions applicable to evaluation data

- 8.1 General
- a. The Contracting Authority will not use the evaluation 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 evaluation data, or have such analysis or processing carried out, or complete the evaluation, or have it completed.
- 8.2 Transfer of title to evaluation data
- The Contractor transfers to the Contracting Authority, which transfer the Contracting Authority accepts, the title to all the data received, acquired and/or produced and processed by the Contractor for the purpose of the evaluation, in so far as the Contractor has that data at its disposal and in so far as it records data that is part of the evaluation. The transfer takes place by virtue of the fact that both Parties hereby declare that the Contractor will keep the data referred to for the Contracting Authority. The data to which the title is to be

transferred does not include the personal details used for the purpose of the evaluation, unless this data was obtained through or on the instructions of the Contracting Authority.

- 8.3 Both Parties inform each other in case they publish evaluations, research, and/or results based on the data collected in context of an evaluation performed under this Framework Agreement. If the results to be published contradict in anyway results already published Contractor and Contracting Authority determine by mutual agreement how to deal with these contradictions and if they can be published.

9. Retention of data

- 9.1 Unless otherwise agreed in writing, the Contractor will retain the research data referred to in this Contract for the Contracting Authority for the duration of the Contract.
- 9.2 Once the retention year period has ended the Contractor will make the data available to the Contracting Authority or will destroy it free of charge at the latter's request. If the Contractor does not notify the Contracting Authority of the end of the retention period, the retention of the data will be tacitly continued until one of the two Parties gives written notice of its discontinuation.

10. Declaration of integrity

The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Further Agreements for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. 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.

11. Final provisions

- 11.1 Any derogations from this Framework Agreement or a Further Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 11.2 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services, whether under a Further Agreement or not, are nullified by the signature of this Framework Agreement.

Done and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the Minister of
Economic Affairs and Climate Policy,
and commissioned by
[Contractor's name][name of portfolio]

[name Contractor]

Jan van Putten,
Team Manager Procurement Office
[Schedule(s): ...]

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