



Public service contract (ARVODI 2018)

IUC number: 202311059

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, R. Cino, Manager, Directorate Strategy for the Energy System, 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',

also jointly referred to hereinafter as 'the Parties',

WHEREAS:

- The Contracting Authority requires the deployment of a research agency;
- 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 quotation submitted by the Contractor on [date], ref. [...] based on the tender issued by the Contracting Authority on [date], ref. [...], 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 schedules;
 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 electronic form.

2. Formation and duration of the Contract

- 2.1 This Contract is formed once it has been signed by the Parties and lasts until the results of the Services has been accepted by the Contracting Authority.
- 2.2 The agreed Services must be completed by November 20, 2024.
- 2.3 Preliminary results of activities 1 to 3 (see 2.1.2 of the Tender Document) must be completed at the latest by September 6, 2024.

3. Price and other financial provisions

- 3.1 The Contractor will perform the Services for a fixed aggregate fee of € [...], - (excluding VAT and including travel, accommodation and any other costs).
- 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.
- 3.5 Up to 75% of the total amount will be paid after approval by the contracting authority of the interim results. The remainder will be paid after acceptance of the final report.
- 3.6 Payment will be made once the results of the Services have been accepted.
- 3.7 The Contractor will submit invoices electronically in the manner prescribed in the Tender Document:

[...]

4. Contacts / project managers

- 4.1 The Contracting Authority's contact is [...].
The Contractor's contact is [...].
- 4.2 The Contracting Authority's project leader is [...].
The Contractor's project leader is [...].

5. Time and place

- 5.1 In principle, the Services will be performed at the Contractor's offices.

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) *[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.

7. User rights

- 7.1 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

8. Retention of material

- 8.1 Unless otherwise agreed in writing, the Contractor will retain the research material referred to in this Contract for the Contracting Authority for four (4) years free of charge, starting on the date on which the Contract is signed.
- 8.2 The Contractor must replace the material referred to above free of charge for as long as it is in its possession, if all or part of the material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.
- 8.3 Once the four (4) year period has ended the Contractor will make the material 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 period referred to, the retention of the material will be tacitly continued until one of the two Parties gives written notice of its discontinuation.

9. 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.

10. Final provisions

- 10.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 10.2 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 on the later of the two dates stated below and signed in duplicate.

The Hague, [date]

[place, date]

For Minister of Economic Affairs and Climate Policy,
legally represented in this matter by,
R. Cino, Manager, Directorate Strategy for the
Energy System,

For [Contractor's name],

W.A. van Zeil
Teammanager IUC-EZK

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