



Memorandum of information European tender '2050 Security of Supply Monitoring and Assurance study'

Date: April 18, 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. This memorandum of information forms an integral part of the tender document (with reference 202311059).

#	Section / Subject	Question	Answer
1.	General	Does EZK have non-public relevant information (i.e. purchased datasets/forecasts, EZK proprietary energy models) that can be shared with the contractor?	No. The Contracting Authority would like contractors – during the tendering procedure as well as during the execution - to use publicly available information and does not provide non-public information.
2.	Section 2.1	The objective of the assignment is twofold: to gain better insights on the one hand and to describe data and functional requirements on the other hand. How does the Tendering Authority perceive the relative weights in terms of project time/budget of the two parts of the assignment, e.g., 80/20, 50/50?	The assignment describes four activities in order to achieve the two objectives and dividing time over the activities may be more insightful. The first three activities, mainly focused on gaining insights, weigh much more than the fourth (at least 80% of budget/time).
3.	Section 2.1	The Tendering Authority would like to gain more insights into societal benefits of security of supply in different sectors. 3a. Which societal benefits should be included in the study? 3b. What level of detail is the Tendering Authority interested in, for instance, is a whole-sector analysis sufficient?	Answer 3a: The definition of relevant societal benefits is part of the assignment, therefore potential contractors can indicate their vision as part of their proposal. The choice will give an indication of the Tenderer's insight in public and societal considerations. The final list of societal benefits to be included will be discussed during a meeting at the start. Answer 3b: The sectoral effects are not at the core of the analysis, a broad distinction between sectors such as industry, transport, built environment and agriculture will suffice. In addition, it might be useful to distinguish between different types of consumers. Additional differentiations that would increase insights are welcomed.
4.	Section 2.1	In the tender document it is stated that the tenderer would like to gain better insight into the parameters that could impact the security of supply. Is EZK looking for an integrated model that can calculate/forecast the security of supply? Or is EZK looking to get a list of indicators that it can update to calculate security of supply, such as the IEA MOSES model?	The Contracting Authority is looking for a comprehensive set of indicators that can be used to analyse (ex-ante) security of supply for the entire energy system. The framework should be adaptable. It should also clarify the internal relations between different indicators and the outcome for the system as a whole. The expectation is that these indicators will not only include quantitative indicators and that, therefore, this framework is less of a calculation model, but more of a monitoring and forecasting model. The possible application of the indicators (quantitatively or qualitatively) should be reflected in the delivery of the functional requirements (activity 4). The Tendering Authority would like to use these functional requirements as a basis for the development of a tool that will allow for monitoring and analysis of security of supply. Delivery of this tool is not a required deliverable of this project.

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5.	Section 2.1.1	What is the reference of the figure on page 8 of the Tender Document?	The figure has been produced by the Tendering Authority for the purpose of this Tender and has no official status. It is meant as an indicative illustration of relevant factors and does not limit or prescribe the framework that is to be developed by the contractor.
6.	Section 2.1.2	Does the consultant have access to the underlying (quantitative) modelling that was used for the NPE and can this be used to develop the alternative scenarios?	Contractors can use the 'toelichting cijferbasis concept NPE' published 25 September 2023 as a basis and additional details can be discussed with the Contracting Authority as part of the execution of this project. There is no additional quantitative modelling that will be provided to contractors.
7.	Section 2.1.3	Is there a desire to establish a project organization with a steering committee (SteerCo)?	Contractors are asked to propose a project organization which will both provide internal stakeholders within the Ministry and public energy companies (core group, see page 16) to be involved on a regular basis, including on decisions within the project, and consult external experts and stakeholders appropriately. It is up to contractors to decide on the best possible form and function for this, such as a steering committee.
8.	Section 2.1.3	8a. Who are the stakeholders that need to be consulted as part of the consultation rounds that are mentioned in the Tender Document? 8b. Are these consultation rounds to be meetings?	Answer 8a: There is no limited list of external stakeholders and/or experts and it is up to contractors to propose a list. There is however a number of organizations that the Contracting Authority wants to be consulted: these are Gasunie/GTS, TenneT and EBN. Answer 8b: Contractors are asked to propose and explain their preferred way of conducting consultations as part of the proposal to serve the purpose of the assignment in the best possible way. There is not a priori preference on the part of the Tendering Authority.
9.	Sections 2.1, 2.1.2, 2.2	To what extent is the development of the tool that will monitor the security of supply part of this assignment?	The development of the tool as such, as a product, is not part of the assignment. The assignment should result in a conceptual framework, a methodology and description of data requirements and the formulation of functional requirements that can be used to build a tool. The development of the tool itself is explicitly out of scope. Also, see the answer to question 4.
10.	Sections 2.1, 2.1.2, 2.2	10a. To what extent does EZK want the functional requirement to prescribe the tool (software)? 10b. Or are the requirements limited to the methodology, with which a tool can be built?	Answer 10a: The functional requirements should describe what the tool should do, not the system architecture or the specific software requirements. Answer 10b: The requirements are thus limited to the methodology <i>and</i> what this methodology can deliver (through the application of a tool for which only the functional requirements are to be delivered in the project).

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11.	Section 2.1.2	11a. To what extent can the alternative scenario's deviate from the NPE scenario? A variety of scenarios can be thought of. 1b. Does EZK have any limits on how extreme the scenarios can be?	Answer 11a: The goal of using scenarios is to explore relevant possible future developments and therefore the alternative scenarios should deviate substantially. Contractors are invited to propose how and to which extent the scenarios deviate as part of their proposal and vision. Answer 11b: The limits for scenarios are to be derived from relevant uncertainties. The Contracting Authority does not set these limits beforehand, however, the choice of scenarios will be part of decision making within the project in consultation with the Contracting Authority. The main requirement is that it leads to insights that enable the Contracting Authority to secure long term security of supply.
12.	Sections 2.1.2, 2.2	EZK mentions that the definition and framework of security of supply should be applied "as an illustration" to the NPE and two other scenarios. What is the required depth of this illustration?	The illustration should be working as an example with two aims (1) it should demonstrate the use of the framework and thereby serve as a test for its feasibility and effectiveness and (2) it should deliver useful first insights for policy making on how security of supply is affected in different future set ups of the energy system. Given the limited scope and timeline of the project the second objective will only be partially achieved. It is up to contractors to indicate the level to which the second objective can be achieved as part of the proposal.
13.	Section 2.1.3	The study is to be carried out in close consultation with the ministry of Economic Affairs and Climate, and with Energie Beheer Nederland. Does the Tendering Authority have a preferred way in which these consultations are carried out?	No, the Tendering Authority has no preference and it is up to contractors to propose the organization for this consultation. The proposal should indicate how it allows for regular and effective consultation and decision making and it should be clear about required time demands. The core group will consist of several policy makers from different parts of the Contracting Authority and state owned energy companies.
14.	Section 2.1.3	The study is to be carried out in close consultation with the ministry of Economic Affairs and Climate, and with Energie Beheer Nederland. Does the Tendering Authority welcome or refrain from consultation with other parties, such as system operators, knowledge institutions, market parties, etc.?	The Tendering Authority welcomes consultation with other parties, both stakeholders and experts as is explicitly mentioned on page 16. However, the consultation with the core group (drawn from the Contracting Authority and state owned energy companies) will have a different nature, as it also involves decision making during the project execution. Contractors are therefore invited to propose an organization for the project which allows for the involvement of relevant stakeholders and experts in addition to consultation with the Contracting Authority and state owned energy companies.
15.	Section 2.1.3	Will a sounding board be formed for this project? If so, what role does EZK see for the sounding board and what are potential organizations/stakeholders?	See the answers to the questions 7, 8, 13 and 14. Contractors are asked to propose a project organization which will both provide internal stakeholders within the Ministry and public energy companies (core group, see page 16, 5.3.1.) to be involved on a regular basis, including on decisions within the project, and consult external experts and stakeholders appropriately. It is up to contractors to decide on the best possible form and function for this, such as a sounding board.
16.	Section 2.1.3	In the tender document it is stated that the study is commissioned in close consultation with Energie Beheer Nederland (EBN), what role will EBN have in this project?	The Contracting Authority will invite experts from EBN to participate in the core group with colleagues from the Contracting Authority to guide the project. Contractors are asked to propose a project organization which will provide this core group to be involved on a regular basis, including on decisions within the project. It is up to contractors to decide on the best possible form and function for this, such as a steering committee or sounding board.

#	Section / Subject	Question	Answer
17.	Section 2.2	For the public report, who is your intended audience and what are your requirements for publishing the report?	The report should be independently readable and the Contracting Authority must be able to publish it on www.rijksoverheid.nl . There is no specific audience intended, but the report will be used by the Contracting Authority, stakeholders within the energy domain and may well be read by members of Parliament.
18.	Section 2.2	Will this public report be sent to Parliament?	The report will be published on www.rijksoverheid.nl and will be made available to Parliament.
19.	Section 2.2	Has the (digital) tooling to monitor the security of energy supply already been selected? The extent to which the functional requirements can be met differs on the gap with the target digital tooling and has an impact on the time and effort to implement the solution.	The tool has not been selected. Therefore the functional requirements are not limited by the (im)possibilities of a specific existing tool.
20.	Section 2.4	Is it possible to have a shorter contract period than the specified 5 months?	Contractors can propose their own planning for this project (within the mentioned period of 5 months), including a shorter timeframe than the five months indicated as contract period.
21.	Section 3.2.1	The tender states that preliminary results of activities 1 to 3 (see 2.1.2: Activities) are due at the latest by September 6, 2024. Does this mean activities 1 through 3 are finished by September 6th, 2024, or that they are partially completed?	The Tendering Authority requests the main preliminary conclusions from activities 1-3 to be presented by 6 September. A ~70% version of the results in terms of the end product for these activities will be sufficient at that stage.
22.	Section 3.4.2	The Tendering Authority describes a provisional sum of up to 15.000 euro that can be used in unforeseen circumstances. Does the Tendering Authority expect the proposal to include options in which this provisional sum is used?	No, the provisional sum is for unforeseen circumstances and we do not expect a description beforehand of unforeseen circumstances. Any foreseen circumstances should be included in the budget. It is up to the Tendering Authority to decide whether such provisional sum will be available.

Remarks regarding the draft agreement and ARVODI-2018

#	Article from draft framework agreement or ARVODI	Reason for objection	Textual suggestions	Answer
1.	Concept Contract – article 2.1	Article 1.2 of the Agreement does not state that the Memorandum of Information takes precedence over the Contract. Contractor does not think this is reasonable, as possible deviations from the Contract on the basis of the Memorandum of Information do not take precedence over the Contract, whereas this is the intention. The Contractor therefore requests Contracting Authority to agree on the following ranking order: 1. Memorandum of Information 2. The Contract including schedules; 3. Summary of Additional Information; 4. ARVODI-2018; 5. "...". Are you prepared to do so? If not, can you guarantee that the adjustments pursuant to Memorandum of Information will be included in the Contract?	-	Any deviations on the basis of this Memorandum of Information will be incorporated into the final contract.
2.	Missing provisions	Pursuant to independence legislation, a non-solicitation must be agreed between Contracting Authority and the Contractor. To this end, the Contractor would like to include the following provision in the Agreement:	During the performance of the work and within one (1) year after termination of the Agreement, the parties shall not employ or otherwise engage or negotiate with the other party's persons involved in the work, except with the prior express written consent of the other party, which consent shall not be withheld on unreasonable grounds.	Not agreed. In case personnel wishes to apply for an open position at the Contracting Authority, the latter shall not prevent this. However, the Contracting Authority shall not actively invite the personnel of Contractor to apply for a job. Therefore it is up to the individual if he/she wants to apply for a position with the Contracting Authority.
3.	Missing provisions	A generally formulated clause regarding laws and regulations applicable to the Contractor, including rules of conduct and professional practice, is missing from the Agreement. Are you willing to additionally agree the following text:	The Contractor shall perform the assignment in accordance with the applicable laws and (professional) regulations. The Contracting Authority shall at all times fully respect the obligations arising therefrom for the Contractor and executing persons. The Contractor shall never be bound to any act or omission contrary to or incompatible with the aforementioned regulations.	The Contracting Authority never requests the contractor to act in violation with any laws and regulations. However, the Contracting Authority deems itself not bound by specific practices and regulations that certain specific professionals must adhere to.

4.	Missing provisions and ARVODI-2018 art. 22	On the basis of regulations applicable to us, such as to safeguard our independence, we wish to have a termination option at all times that allows us to terminate if continuation of the assignment would contravene regulations or professional standards applicable to us. We would like to propose the following provision in addition to Article 22 ARVODI-2018:	In addition to Article 22 ARVODI-2018, the parties may terminate the contract in writing subject to thirty (30) days' notice.	Not agreed.
5.	Missing provisions	It is desirable and common within the industry to agree on an indemnity in favour of the Contractor. However, an indemnity in favour of Contractor is lacking. Are you willing to agree the following provision:	Contracting Authority shall indemnify the Contractor against third-party claims for damage caused by the fact that Contracting Authority provided the Contractor with incorrect or incomplete information, unless Contracting Authority proves that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of the Contractor.	Not agreed. The Contracting Authority shall indemnify the Contractor against third-party claims for damage caused by the fact that Contracting Authority provided the Contractor with incorrect or incomplete information, unless Contractor proves that the damage is not related to culpable acts or omissions on its part or was caused by intent or gross negligence on the part of the Contractor.
6.	ARVODI-2018 (art. 13 ARVODI-2018)	IT (cloud) service providers: The (draft) agreement 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 agreement 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 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.	Agreed.

7.	ARVODI-2018 Processing of personal data (art. 14 ARVODI-2018)	To the extent that personal data is processed in the provision of our services, Contractor considers itself to be a controller within the meaning of the AVG. This means that Contractor does not enter into processor agreements with customers as this is only required and appropriate if Contractor acts as a processor. The background to this position is that the Contractor is engaged by customers because of its special expertise on the subject in question and thus provides its services as a professional, independent advisor. The Contractor decides entirely independently how it will carry out its work, what resources it will use to do so and what personal data are required for that purpose, and also drafts its opinions entirely independently. This autonomy is essential for the Contractor to maintain the quality of its services. The obligation to follow instructions from the client regarding which personal data we may process and exactly how we may do so, as a processor must do, inherently detracts from the autonomy the Contractor needs to provide high-quality services. Processing personal data is also not at the core of our services but rather a necessary adjunct to deliver our services. Finally; to the extent that the Contractor receives instructions from clients, these basically relate to the desired output of our services and not how we should process personal data. Given the above, we are of the opinion that entering into a processor agreement is neither appropriate given the AVG role we actually have (responsible party) nor necessary for AVG compliance. As the responsible party, the Contractor itself will ensure that the necessary processing of personal data complies with the AVG. The Contractor is, however, willing to make arrangements regarding the processing of personal data appropriate to a situation where there are two independent controllers. A right of instruction cannot be part of this in any case. Do you share our view that, as the Contractor, as data controller, will not receive instructions from the Client regarding the processing of personal data, no processing agreement as referred to in Art 14.2 ARVODI-2018 will be established in the context of the present assignment. If not, why not?	-	We have not included a processing agreement as part of this tender. The Contract Authority agrees that this is not necessary for this assignment.
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8.	ARVODI-2018 (art. 15.1 and 15.2 ARVODI-2018)	Security checks: 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 yes, to declare the articles 15.2 and 15.3 of the ARVODI-2018 not applicable in the Contract?	No, we do not agree to the suggestion. The employees with the Contracting Authority are also obliged to show the same kind of certifications of good conduct, security checks etc.
9.	ARVODI-2018 (art. 21.3 ARVODI-2018)	Liability: 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 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.	The Tendering Authority does not agree. Liability is already limited in comparison to the civil code. Also, related events will be treated as a single event. Hence the Tendering Authority is of the opinion that within the framework of the explanatory notes of ARVODI and regulation 3.9D this is a balanced distribution of liability.

10.	ARVODI-2018 (art. 24 ARVODI-2018)	Intellectual Property: 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 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.	Not agreed. We have no intention to change the deliverables, also, as stated in the in the tender document paragraph 2.2, 'The study will result in a final report that can be read on its own and is suited for publication', hence it will not be for internal use only. Furthermore, please find article 7 of the draft contract.
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11a.	Concept Contract and ARVODI-2018 Intellectual property rights (art. 24.1 t/m 24.6 ARVODI-2018 and article 7.1 Concept Contract)	It is necessary, based on the professional regulations applicable to our organization, that the intellectual property rights to statements and reports belong to the Contractor. Otherwise, this would mean that the Contracting Authority would be entitled to modify the statement or report. From our discipline, we bear professional responsibility for our statements and other reports. It is therefore important for us to include a provision in the agreement stipulating that the intellectual property rights to the reports and statements to be delivered by us remain with us and you cannot, therefore, proceed with further distribution or adaptation of the work products to be delivered by us without our prior consent. Accordingly, based on the foregoing, we propose to declare Articles 24.1 to 24.6 ARVODI-2018 inapplicable and include the following provision in the Framework Agreement:	Contractor retains all intellectual property rights. All intellectual property rights which the Contractor uses or has used or develops or has developed during the performance of the order for the Contracting Authority or resulting from it belong to the Contractor. Subject to a statutory obligation, the Contracting Authority is explicitly forbidden to reproduce, disclose or exploit products containing the Contractor's intellectual property rights or products subject to intellectual property rights for which the Contractor has acquired rights of use, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of the Contractor, all in the broadest sense of the word. The Contracting Authority does, however, receive an extended right of use in respect of the products supplied.	The suggestion is not followed. The Contracting Authority does not intend to change or modify the report and deems itself not bound by professional regulations of other parties. Also, see the answer to question 10.
11b.	Concept Contract and ARVODI-2018 Intellectual property rights (art. 24.1 t/m 24.6 ARVODI-2018 and article 7.1 Concept Contract)	If we are required to transfer the intellectual property rights to the results to be delivered by us, we wish in any case to limit the distribution circle thereof and to deliver the results to be delivered in such a way that they cannot be traced back to the Contractor. It is very common within the consultancy branch to limit the distribution of work products and/or to make the distribution subject to certain conditions (among others that the work products are not traceable to the Contractor). If Contracting Authority holds the intellectual property rights to our work products, it is possible to make such changes to our report that, if it is distributed to third parties and is traceable to us, Contractor suffers significant damage as a result. We therefore propose the following additional provision:	In addition to Article 24 ARVODI-2018, the parties agree as follows: the Contracting Authority shall not, without the Contractor's prior written consent, disclose to third parties the Contractor's approach or working methods and the like, nor make available and/or disclose the Contractor's quotation, report, advice or other written statements to third parties. The Contracting Authority shall also ensure that third parties cannot take cognizance of the contents referred to in the previous sentence. Contracting Authority shall be entitled, without prior written permission from Contractor, to disclose and/or provide to third parties the final report produced by Contractor in the context of this assignment if any statutory regulation, or a court ruling, obliges Contracting Authority to do so. If the final report is provided by the Contracting Authority to third parties and/or disclosed on the basis of any statutory regulation or court ruling, the Contracting Authority shall inform the Contractor in writing in good time prior to the provision and/or disclosure.	The report will be published and made available to Parliament. The Contracting authority has no intention to disclose the quotation in as far this is protected by procurement law. Also, see the answers to question 10 and 11.a.

12.	ARVODI-2018	For our previous projects with the Ministry of Economic Affairs and Climate Policy we have needed to have some amends to the terms and conditions of the ARVODI 2018. For this piece of work, we would require for these amends to be made:	-	-
12a.	21.3	Addition to section 21.3, which is required to comply with our group legal operating guidelines (and has been accepted by MinEZK on the previous appointment).	The liability is limited to two times the total fees paid for the assignment, indirect and consequential damages are excluded, and the liability period is limited to the duration of the assignment.	Not agreed. Also, see the answer to question 9.
12b.	24.1 – 24.6 and 24.9	Removal of sections 24.1 - 24.6 and 24.9 and replacement with:	24.1 The Contractor shall retain sole and exclusive ownership and all intellectual property rights (including but not limited to copyright) of all (a) know-how, computer software, computer programs, drafts, documents, information, material, inventions, patents or designs owned by the Contractor which the Contractor may use to provide the Services, and (b) the Work Product. The Contracting Authority shall have a non-transferrable, non-exclusive, royalty-free and perpetual license to use any and all Work Product developed pursuant to this Agreement for its internal business purpose for which the Services were initially commissioned, which shall include the use by the Contracting Authority's Affiliates, provided that such use is in compliance with this Agreement. 24.2 The Contracting Authority shall retain sole and exclusive ownership of all know-how, computer software, computer programs, drafts, documents, inventions, copyrights, patents or designs owned by the Contracting Authority which the Contractor may use to provide the Services ("Contracting Authority's Intellectual Property") 24.3 The Contractor indemnifies the Contracting Authority against all claims brought by third parties in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. The Contractor is obliged to take any action that may help to prevent stagnation and to limit the additional costs and/or damage incurred as a result of such breaches, and to do so at its own expense.	The Tendering Authority does not agree. Also, see the answers to questions 5, 10, 11 and ARVODI art. 22.

			24.4 Without prejudice to the above provisions, the Contracting Authority may, if a third party holds the Contractor liable for a breach of its intellectual property rights, cancel the Contract in writing, in full or in part, out of court, without prejudice to its other rights vis-à-vis the Contractor, such to include but not limited to any right to compensation. The Contracting Authority will not exercise its right to cancel the Contract until it has first consulted the Contractor.	
12c.			Except where explicitly identified within the scope of this engagement, any Services delivered to the Contracting Authority shall be for the benefit of the Contracting Authority only, and it shall not be copied, referred to or disclosed, in whole or in part, to a third party without the prior written consent of the Contractor.	Not agreed. Also, see the answer to question 11b.