



Public service contract (ARVODI 2018)

“Vibro piling effects on harbour porpoise”

Contract number: 31201201

The undersigned: WOZEP

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Infrastructure and Water Management, legally represented in this matter by director of the directory of Security and Water, Department of Waterways and Public Works (Rijkswaterstaat), Water, Transport and Environment (Water, Verkeer en Leefomgeving), hereinafter referred to as the Contracting Authority Mrs. K. Portegies

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 requires research on the effects of vibro piling on the hearing and behavioural response of harbour porpoise;
- The Contracting Authority has asked [name of company] to issue a quotation for this purpose;
- [Name of company] issued a quotation on [day month year];
- The Contracting Authority has accepted this quotation;
- [Name of company] 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 as described in the quotation submitted by the Contractor on ...nd of 2024 (ref based on the request for quotations issued by the Contracting Authority on (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;
 2. the ARVODI 2018;
 3. the request for quotations;
 4. the other Schedules;
 5. the Quotation issued by the Contractor to the Contracting Authority on 2024, ref
- 1.3 In addition to or in derogation from the provisions of article 1.1 of this Contract, the following Services will be performed:
- 1.4 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 This Contract is formed once it has been signed by both Parties.
- 2.2 The agreed Services must be completed within 18 months after this contract has been signed.

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).



Payments will be made by the following schedule:

Payment post	Package	Product to be provided	Deadline date	Financial value of the payment item (excl. VAT)
10	Training harbour porpoise	3 months progress report		€ ...
20	Tests TTS	3 months progress report		€ ...
30	Tests behaviour	3 months progress report		€ ...
40	4 th progress report	3 months progress report		€ ...
50	5 th progress report	3 months progress report		€ ...
60	Effects vibro piling on hearing (TTS) of harbour porpoise	Final report	(18 months after signing contract)	€ ...
	Effects vibropiling on behaviour of harbour porpoise (disturbance)	Final report		€ ...
	Project delivery meeting	Presentation		€ ...
Total order amount				€ ...

- 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 The Contractor will submit invoices electronically (e-facturation) through 3rd party services provided by Logius. For more information on e-facturation, please consult the website of Logius www.logius.nl/diensten/e-factureren/.
On each invoice, the following order number should be displayed: **4500XXX**.
On any correspondence, the following case number should be mentioned: **31201201**.
- 3.6 The Contractor will claim expenses which are eligible for reimbursement under the Contract, less the VAT it has already paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.



4. Contacts / project managers

- 4.1 The Contracting Authority's project manager is: Elske Rotshuizen. The Contractor's project manager is: ...
- 4.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

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 Schedule 4), 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 Without prejudice to the Contractor's duty, as defined in article 9 of the ARVODI 2018, to report to the Contracting Authority on the progress of the Services as often as and in such a manner as the Contracting Authority deems fit, the Contractor is in any event obliged to report in writing every 3 months.
- 6.4 Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any loss incurred by the other Party.
- 6.6 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.
- 6.7 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.
- 6.8 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply *mutatis mutandis*.



- 6.9 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.

- 6.10 Articles 6.1 and 6.2 of the ARVODI 2018 do not apply. The Contractor may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement staff.

7. User rights

- 7.1 Articles 24.1, 24.5 and 24.6 of the ARVODI 2018 do not apply.
- 7.2 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. Conditions applicable to non-policy-oriented research

8.1 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.

8.2 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.

9. Retention of material

- 9.1 Unless otherwise agreed in writing, the Contractor will retain the research material referred to in this Contract for the Contracting Authority for four years free of charge, starting on the date on which the Contract is signed.
- 9.2 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.
- 9.3 Once the seven-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.

10. 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.

11. Final provisions

- 11.1 Any derogations from this Contract 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 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.

For the Minister of infrastructure and
Water management,
department Water, Transport and
Environment,
director of the directory of

For [Contractor's name]



Security and Water,

mrs. K. Portegies

[signatory's name]

This letter has been provided by Rijkswaterstaat with a digital signature with confidence level 4(PKI certificate).

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