

Concept Framework Agreement

between

Invest International B.V.

and

<Name contractor>

concerning

Hiring capacity to execute the role of the
Internal Audit Function

Contract number: <Contract number>



The undersigned:

1. Invest International B.V., located at The Hague, registered with the Dutch Chamber of Commerce under registration number 83517626, legally represented by Vanessa Hart, CFRO, hereinafter referred to as "Contracting Authority",

and

2. **<Name Contractor>**, located at **<name of place>**, registered with the **<Dutch? Or other country>** Chamber of Commerce number: **<registration number>**, legally represented by **<First name> <Surname>**, **<Function>**, hereinafter referred to as "Contractor",

collectively referred to as the Parties

CONSIDERING THAT:

1. The Contracting Authority has a need for capacity to execute the role of the Internal Audit Function (IAF).
2. For this Internal Audits Function (IAF), the Contracting Authority has organized a European public tender process, published on 10 June 2024.
3. **<name of company>** has submitted a proposal on **<day/month/year>**.
4. **<name of company>** has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Framework Agreement.
5. The Contracting Authority has awarded the Framework Agreement to the Contractor.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several terms in this Framework Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

Article 1. Object of the Framework Agreement

- 1.1 The Contracting Authority grants Contractor the Framework Agreement to perform the organization (managing the IAF) and the execution of the Internal Audits in accordance with the Tender Documents published by the Contracting Authority on the TenderNed platform dated 10 June 2024 with reference B04.008.2024 (Appendix 1) and the Proposal submitted by the Contractor dated **<date>** (Appendix 3). The Contractor hereby accepts this Framework Agreement, to the extent that the content of this Framework Agreement does not deviate from the publication on TenderNed.
- 1.2 To the extent that these documents contradict each other, the document referred to earlier shall prevail over the document referred to later:
 1. this Framework Agreement
 2. the verification report (Appendix 6)
 3. Memorandum of Information dated **<date>** (Appendix 2)
 4. Tender Guideline with reference B04.008.2024, Appendices included (Appendix 1)
 5. ARVODI 2018 (Appendix 5)
 6. the Proposal issued by the Contractor to the Contracting Authority dated **<date>** (Appendix 3)
- 1.3 Prior to each audit to be performed, the Contractor creates and presents an audit scope. The execution of each audit can only start after approval in writing of the auditee and the Director Risk & Compliance and occasionally the CFRO.

1.4 The results of each Internal Audit will be delivered in the form of or completed by the submission of a final audit report. The final audit report will in any case include a statement of the results achieved, the methods and techniques used, as well as the conclusions and recommendations based thereon. The final audit report will be delivered in digital form.

1.5 The final report is preceded by a draft report.

Article 2. Conclusion, duration and termination of the Framework Agreement

2.1 This Framework Agreement is effective as from 1 January 2025 and has an estimated total contract value of max EUR 1,200,000, based on a period of seven (7) years.

2.2 The agreed Internal Audits shall be provided during the period from 1 January 2025 to 1 January 2028 with an option, exercisable unilaterally by the Contracting Authority, to extend this Framework Agreement under the same conditions for two (2) periods: one (1) period of three (3) years and one (1) period of one (1) year. When executed including all options for extension, the Framework Agreement will end per 1 January 2032 or sooner if the framework agreement has been exploited (see paragraph 2.1).

2.3 The Contracting Authority shall notify Contractor in writing no later than three (3) months prior to the expiration of the initial / then applicable term of the Framework Agreement in writing if The Contracting Authority exercises the extension option. If the extension option is not exercised by the Contracting Authority, the Framework Agreement will end by operation of law after the expiry of the period referred to in the first sentence of this article / applicable at that time.

Article 3. Price and other financial provisions

3.1 The rates (Appendix 4) stated in this Framework are all-in. They include all materials needed, all travel costs and all additional charges.

Director/Principal: € <hourly rate>

Senior: € <hourly rate>

Medior: € <hourly rate>

Junior: € <hourly rate>

3.2 The maximum hourly rates per function or role mentioned in Appendix 4 shall apply in case the Contracting Authority requests a further quotation for different/extra audits than proposed.

3.3 The Contractor is entitled to index the hourly rates offered (Appendix 4) annually, for the first time as of 1 January 2025 - and thus also the fixed price for the audits. Indexation will take place in accordance with:

CBS vastgestelde indexcijfer Dienstenprijzen; commerciële dienstverlening en transport, index 2015=100 6920A1 Financiële audits door accountants

Formula:

$$\frac{\text{New price-index 3rd quarter current year} - \text{price-index 3rd quarter previous year}}{\text{Price-index 3rd quarter previous year}} \times 100\%$$

- 3.4 The basis for this is the increase in the annual index figure prior to the year to be audited. Price adjustments can only take place prior to the start of the Internal Audit on a relevant Internal Audit and after the Contracting Authority's consent, which the Contracting Authority will not withhold on unreasonable grounds. Catch-ups for unapplied or late requests for price adjustments/additions are not possible. The rates will then remain the same and will not be indexed.
- 3.5 The Contractor must submit the indexation application itemized with a print-out from CBS-Statline and make a reference in the application to the relevant Framework Agreement with the Contracting Authority. The application shall include a statement of the old versus the new prices and rates.
- 3.6 Upon receipt of the application referred to in requirement 3.6, the Contracting Authority shall check it and notify the Contractor if the application has been approved.
- 3.7 The rates of further PO's already issued based on the Framework Agreement will not be indexed.
- 3.8 The Contractor shall invoice electronically (i.e., by mail) quarterly at the end of each quarter. The Contractor sends the invoices to invoices@investinternational.nl, as follows:
 - The invoice is in pdf format;
 - One invoice per PDF;
 - Only one invoice will be attached to each email.
- 3.9 The invoice shall contain at least the following information:
 - a. Invoice number
 - b. Invoice date
 - c. Contractor's name and address
 - d. Contractor's chamber of commerce (CoC) number
 - e. Contractor's VAT identification number
 - f. Contractor's full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank details)
 - g. The Internal Audit provided, with the correct numbers
 - h. Date on which the Internal Audit took place
 - i. The taxable amount for each rate or exemption, the unit price excluding VAT, as well as any prepayment discounts and other rebates if not included in the unit price
 - j. The amount the Contractor charge, excluding VAT
 - k. The VAT rate the Contractor charge
 - l. The amount of VAT to be paid
 - m. Name and address details of Invest International B.V.;
 - n. Cost center 210.01 Invest International B.V.
 - o. The Invest International contract number [<contract number>](#).
 - p. VAT number (NL862901728B01) and KVK number (83517626) of Invest International B.V.

q. An attachment specifying:

1. the name of the expert
2. the number of hours spent
3. the hourly rate

For both conducting audits and managing the IAF in the past quarter.

3.10 An invoice that does not meet the above requirements will not be processed. If the Contractor has any questions or problems with the submission of the invoices, please report this to finance@investinternational.nl

3.11 The Contracting Authority shall pay an invoice after the Contracting Authority's approved delivery of the required service and that complies with the invoicing conditions as stated in article 3.11 of this Framework Agreement within a period of 30 days from the invoice date to an account number specified by the Contractor. Invoices that do not meet the invoicing conditions will not be dealt with by The Contracting Authority. The Contractor will then receive the invoice in return with a request to correct the missing and/or incorrect data.

3.12 Additional Internal Audits will be reimbursed only after prior agreement by the Contracting Authority, in accordance with the ARVODI 2018.

Article 4. Project coordination and audit team

4.1 The Contractor will compose the audit team of experts to be engaged in accordance with its Proposal. Changes within the team will be notified to the Contracting Authority in writing in advance. The Contracting Authority may attach conditions to changes in the composition of the audit team. The Contractor shall determine the way and by which persons the Internal Audit is to be performed.

4.2 If the Contracting Authority is of the opinion that an expert of the Contractor does not (or no longer) or does not properly meet the agreed qualifications or is not willing or able to perform the work properly, the Contracting Authority will be entitled to require the Contractor to suspend this expert for the Contracting Authority and to replace him within five (5) working days. This will be the case, inter alia, if the Contractor's expert has acted in breach of the conditions or has violated the Contracting Authority's trust in any other way.

4.3 If, in the opinion of the Contracting Authority, the Contractor is unable to provide a suitable replacement, the Contracting Authority is entitled to terminate this Framework Agreement with immediate effect.

4.4 Experts of the Contractor to be deployed do not have any disciplinary actions registered in the AFM register. If any of the experts to be deployed incurs such a registration during the term of the Framework Agreement, the Contractor must report this without delay. At the Contracting Authority's request, the Contractor must replace the relevant expert.

4.5 Contractor shall perform the Internal Audits in accordance with the applicable (professional) regulations and what is required of it by or pursuant to the law. The Contracting Authority shall pay the resulting Contractor's obligations always ensuing therefrom. By professional regulations is meant the relevant rules of conduct and professional rules of the (directors of) members/partners involved in the performance, directors, employees and/or third parties engaged, such as the rules of e.g. NBA, NOREA, NOB and FB.

- 4.6 The Contracting Authority guarantees the accuracy, completeness and reliability of the information and documents made available to the Contractor, even if they originate from third parties, unless the nature of the Internal Audit(s) dictates otherwise. Contractor is obliged to immediately report any suspicions regarding the receipt of incorrect, incomplete or unreliable data and documents, even if they originate from third parties to the Contracting Authority to avoid unnecessary work or incorrect conclusions as much as possible.
- 4.7 Contractor shall report in writing on the progress of his work as often as the Contracting Authority so requires, but at least two (2) times a year Contractor shall provide an overview of the services performed in relation to the planning.

Article 5. Contact persons / Project leader

- 5.1 The Contracting Authority's contact is Piter de Jong.
The Contractor's contact is <Name contact person>.
- 5.2 At least two (2) times per year, consultation shall take place between the contact persons of the Parties regarding the performance of this Framework Agreement.

Article 6. Usage of data

- 6.1 The Contracting Authority gives the Contractor permission, within the scope of the agreement and/or the performance, to access and process all data present on the electronic media to be made available by the Contracting Authority. The Contracting Authority also gives Contractor permission to make copies of the data insofar as necessary within the scope of the investigation to be conducted by the Contractor. The Contracting Authority guarantees that Contractor by performing the agreement/performance does not violate the General Data Protection Regulation, or any other similar legislation in any other jurisdiction. Unless otherwise agreed during the performance of the Internal Audits.
- 6.2 Contractor will destroy data collected by it after seven years.
- 6.3 The Parties expressly agree that the Contractor shall inform the Contracting Authority immediately if, for the performance of the Framework Agreement and/or the performance, it appears necessary to engage a third party to assist the Contractor in collecting electronic data. The Contractor will then consult with the Contracting Authority about confidentiality aspects; the Contractor will request the Contracting Authority to agree in advance in writing to the working method chosen by the Contractor.

Article 7. Other terms and conditions

- 7.1 This Framework Agreement is exclusively governed by the "General Conditions of Government for the Provision of Orders for the Provision of Services 2018 (ARVODI 2018)" (Appendix 5), insofar as this Framework Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.
- 7.2 Article 3.1 of the ARVODI 2018 does not concern an obligation to achieve a result (resultaatverplichting), but an obligation of effort (inspanningsverplichting).

- 7.3 Regarding article 4.1 of the ARVODI 2018, Parties agree that independence and objectivity of the Contractor will be respected by the Contracting Authority. However, the Contracting Authority does reserve the right to evaluate the quality of the services and compliance with the agreements made for that purpose.
- 7.4 In addition to article 8 of the ARVODI 2018, Parties agree that 'third parties' as included in article 8.1 of the ARVODI 2018 does not mean entities affiliated to the Contractor and that Contractor does not require the prior consent of the Contracting Authority for the engagement of affiliated entities.
- 7.5 Article 13 of the ARVODI 2018 'Confidentiality' also applies to the Contracting Authority unless the law (including de Wet openbaarheid van bestuur) or a court order requires the Contracting Authority to disclose.
- 7.6 Based on article 13 of the ARVODI 2018, the following is applicable for IT (cloud) service providers: When Contractor uses cloud applications, e-mail providers and other supporting IT (cloud) service providers, for example for document management systems, where files and (client) information are stored in the cloud, if these IT (cloud) service providers, in connection with necessary technical support, have access to confidential (customer) information, Contractor shall make strict confidentiality agreements with these IT (cloud) service providers.
- 7.7 Article 13.1 of the ARVODI-2018 will be adjusted as follows: "The Contractor shall not in any way further disclose anything that comes to his knowledge during the performance of this Framework Agreement, the confidential nature of which he knows or can reasonably suspect, except to the extent that any statutory provision or a court ruling obliges him to disclose it, or if the Contractor is required to disclose under a statutory provision or (professional) rule".
- 7.8 In addition to article 13.4 of the ARVODI 2018, the Parties agree that the Contractor is allowed to keep a copy of data and records in relation to the Internal Audits carried out, so that the Contractor can comply with its legal obligations regarding the retention of data.
- 7.9 Notwithstanding Article 14.1 of the ARVODI 2018, the Parties agree that depending on the type of services provided by the Contractor, it will act as a data controller or as a processor within the meaning of the General Data Protection Regulation (GDPR). The Contractor shall not be entitled at any time to use (or cause to be used) in any way all or part of the personal data made available to it other than for the performance of the Framework Agreement or the processing purposes, except for different legal obligations.
- 7.10 Article 14.2 of the ARVODI 2018 is not applicable.
- 7.11 Article 15 of the ARVODI 2018 will be adjusted as follows: "The Contractor fully guarantees the quality and integrity of the auditors/experts to be deployed for the execution of the Internal Audits. If desired by the Contracting Authority, the Contractor is prepared to have an additional screening carried out (via DSI) prior to the Internal Audit with respect to the auditors/experts the Contractor will deploy for the Internal Audits. The Contractor is prepared to confirm the outcome of this screening to the Contracting Authority".
- 7.12 Article 19 of the ARVODI 2018 is not applicable.
- 7.13 In addition to article 21 of the ARVODI 2018, the Contractor shall indemnify the Contracting Authority against any third-party claims for compensation of damage because of the shortcoming referred to Article 21.3 of the ARVODI 2018. The five (5) bullets of paragraph 21.3 of the ARVODI 2018 are not applicable.

These will be replaced by the following text: "Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to 'three (3) times the annual contract value of the relevant audit' per event and the maximum value of 'six (6) times the annual contract value of the relevant audit' per year for each year or part of a year that the Contract has been in force".

7.14 In addition to Article 21.3 of the ARVODI 2018, the Parties agree as follows: "The Contracting Authority shall indemnify the Contractor against third-party claims for damage caused by the fact that the Contracting Authority or third parties not engaged by the Contractor provided the Contractor with incorrect or incomplete documents or information, unless the Contracting Authority can prove 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. The Contracting Authority shall exercise any rights of action and recourse exclusively against the Contractor and not against (directors of) members/partners, directors or employees of the Contractor or third parties or auxiliary persons engaged by the Contractor".

7.15 Article 21.5 of the ARVODI 2018 will be adjusted as follows: "If the Contractor or third parties suffer damage because of the use of the Contracting Authority's goods as referred to in article 7 of the ARVODI 2018, which damage can reasonably be attributed to the Contractor, such damage shall be entirely at the expense and risk of the Contractor. The limitation of liability mentioned in the third paragraph will then apply accordingly".

7.16 Any liability of Contractor shall lapse two (2) years from the day that the Contracting Authority became aware of the damage.

7.17 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may terminate this Framework Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:

- a. if the Contractor has been irrevocably convicted under criminal law of discrimination within the meaning of articles 137c up to and including 137g and article 429 quater of the Dutch Penal Code, or:
- b. if the Contractor's personnel have been irrevocably convicted under criminal law for discrimination within the meaning of articles 137c through g and article 429 quater of the Penal Code, and the person concerned is a member of an administrative, managerial or supervisory body of the Contractor or has powers of representation, decision-making or control therein.

In the cases referred to under a. and b., the right to dissolution will lapse three years after the relevant conviction has become irrevocable.

7.18 Article 22.4 of the ARVODI 2018 is reciprocal. Where Article 22.4 refers to attachment (beslag), it is meant to be enforceable (executoriaal beslag).

7.19 With regard to article 24 of the ARVODI 2018, the following applies regarding the results of audits:

"Without the prior written consent of the Contractor, the Contracting Authority is not permitted to change the contents of reports, advice or other expressions of the Contractor, written or otherwise, or to provide them to third parties outside its own organization, unless the Contracting Authority has adopted these expressions as its own, therefore under its own name and logo and these expressions do not contain the name of the Contractor or other information that the Contractor could identify as the source".

7.20 Article 26.2 of the ARVODI 2018 will expire based on the condition that the Contractor is able to submit the insurer's statement that shows that the Contractor is minimally insured in accordance with the requirement of this Framework Agreement.

7.21 Article 27.4 of the ARVODI 2018 will be adjusted as follows: "The Parties will consult each other if the Contracting Authority sees reason to receive more information regarding employment conditions. Any provision of information by the Contractor will take place to the extent permitted by applicable laws and regulations".

Article 8. Publication

8.1 In accordance with article 24 of the ARVODI 2018, the following applies to publication: "Only the Contracting Authority is entitled to publish the reports. The Contracting Authority will cite the Contractor as the implementing organization. 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".

Article 9. Declaration of integrity

9.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit to obtain this Framework Agreement or to obtain an Agreement for the performance of Services, 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 members of the Contracting Authority's Staff to perform or refrain from performing any act.

9.2 The Contracting Authority hereby affirms that, during the performance of the Contract, it will in no way undermine the Contractor's independence or act in a manner that undermines the reliability of the research information.

Article 10. Final provision

10.1 In addition to article 22 of the ARVODI 2018, in the event of early termination of this Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered.

10.2 Any derogations from this Framework Agreement are binding only if they have been expressly agreed by the Parties in writing.

10.3 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services are nullified once this Framework Agreement has been signed.

10.4 The Framework Agreement is exclusively governed by Dutch law.

10.5 All disputes arising from the Framework Agreement will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties.

10.6 The Contractor is obliged to provide a proper handover upon expiry of this Framework Agreement to the new Contractor for the audit services as defined in this Framework Agreement, if deemed necessary by the Contracting Authority.

Thus, agreed and signed in duplicate,

The Contracting Authority
Invest International B.V.

Contractor
<Name Contractor>

On behalf of this,

Ms. V.E. Hart
CFRO
The Hague, <date>

<Name and Surname subscriber>
<Function subscriber>
<Place>, <date>

Appendices:

Appendix 1 Tender Guide, Appendices included, dated <date>
Appendix 2 Memorandum of Information, dated <date>
Appendix 3 Proposal Contractor, dated <date>
Appendix 4 Overview prices/rates
Appendix 5 ARVODI 2018
Appendix 6 Verification report

Let's build the sustainable markets of tomorrow together.

Invest International
Malietoren | Bezuidenhoutseweg 12
594 AV The Hague
The Netherlands

procurement@investinternational.nl
info@investinternational.nl

+31(0)70 701 3251

investinternational.nl

