



Public service contract (ARVODI 2018)

IUC number: 202410004

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs, legally represented in this matter by Barto Piersma, Director of National Programmes of the Netherlands Enterprise Agency, 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:

- The Contracting Authority requires for Expert support: Cost effectiveness and business case analyses for future wind farm sites;
- 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] based on the tender issued by the Contracting Authority on [date] 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, issued by Contracting Authority dated [....];
 3. the tender document;
 4. the ARVODI 2018;
 5. the tender issued by the Contractor to the Contracting Authority on [date], ref ...

2. Formation and duration of the Contract

- 2.1 This Contract comes into effect on [date] and ends on [date].
- 2.2 The agreed Services will be performed in the period described under 2.1. If, due to unforeseen circumstances, the work is not finished by this last date, the Contract can be extended by the Contracting Authority under the same conditions until all Services are completed. The Contracting Authority will inform the Contractor at least 1 month before the end of the Contract in case the Contracting Authority wishes to extend the Contract.

3. Price and other financial provisions

- 3.1 Hourly rates offered for the Agreement (including the optional scope) are:
for Senior experts between € h (excl. VAT);
for Junior experts between € h (excl. VAT).
- 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 Payment will be made once the results of the Services have been accepted.
- 3.6 Based on the purchasing conditions of the central government, you are obliged to send your invoice as an e-invoice. An e-invoice can be received and processed electronically. A PDF/email is not an e-invoice.

What information should you include?

Address your e-invoice to: RVO-energie or organisation identification number (OIN): 00000004000000163000.

This is the digital address for your e-invoice. It ensures that your e-invoice arrives correctly.

State the order number/reference: WOZ2240183.

Please copy this number exactly, without additions or changes. Only then can your e-invoice be processed.

Would you like to know more about how you can e-invoice? More information can be found in the e-invoicing leaflet for the central government and via the e-invoicing Helpdesk website: helpdesk-efactureren.nl.

If the invoice is not sent via one of the above methods, this may result in the invoice not being processed or the payment term being extended.

For companies not established in the Netherlands

The section concerning e-invoicing does not apply to companies located outside of the Netherlands. These companies can send their invoice by email to RVO at Energie.Roermond@rvo.nl.

4. Contacts / project managers

- 4.1 The Contracting Authority's contact is ...
The Contractor's contact is ...
- 4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Time and place

- 5.1 If the Services are performed at the Contracting Authority's offices, the Contracting Authority will give the Contractor's Staff access to the place where the Services are to be performed and will enable the Contractor's Staff to perform the Services in working conditions that reflect the Party's usual practice and during normal office hours.

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.
- 6.2 The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).
- 6.3 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*.
- 6.4 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.
- 6.5 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.

7. 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.

8. Final provisions

8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

8.2 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 and signed in duplicate.

The Hague,
[date]:

[place],
[date]:

For the Minister of
Economic Affairs

[name Contractor]

and commissioned by
Barto Piersma, Director of National
Programmes of the Netherlands Enterprise
Agency:

Jan van Putten.
Team Manager Procurement Office

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