



Framework Agreement (Arvodi 2018) relating to HR service provider Morocco.

IUC number: 202305024

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 [signatory's name and position], 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:

1. The Contracting Authority wishes, in relation to the performance of Services in the area of HR services, to agree fixed terms for a certain period with one service provider;
2. To this end, the Contracting Authority wishes to conclude a Framework Agreement having an initial term of 36 months, with two (2) optional extensions of each twelve (12) months (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
3. An EU contract award procedure for the selection of Parties to this framework agreement has been conducted on the basis of the Tender Document and subject to the Public Procurement Act 2012;
4. The Contracting Authority has judged the Contractor's bid to offer the best price-quality ratio;
5. This Framework Agreement lays down the conditions that apply to all Further Agreements for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement and that may or may not be awarded to the Contractor after competition between the Framework Contractors based on the award criterion of the most economically advantageous tender;

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018). In derogation thereof or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the Contracting Authority's document dated [date], ref. ..., which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of this Framework Agreement in the area of recruitment, selection, contracting, employment and salary payment of our project staff.

Tender: the tender dated xxx, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated ...

Further Agreement: the contract between the Contracting Authority and the Contractor in accordance with the request for offer of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.

Proposal: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Proposals under this Framework Agreement.

Request for Proposal: an invitation by the Contracting Authority under this Framework Agreement to all Framework Contractors to submit a Proposal for a public service contract.

Framework Contractor: a tenderer selected to be Party to the Framework Agreement relating to the performance of Services in the area of recruitment, selection, contracting, employment and salary payment of our project staff.

Contracted Project Member (CPM): The project member hired by the Contractor to contribute to the CBI activities in Morocco.

Candidate: A person selected by the Contractor for the shortlist for a CPM position.

1. Object of the Framework Agreement

- 1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Proposals for Further Agreements to perform Services. In response to the Request for Proposals, the Contractor must submit a Proposal that is not less favourable than the Tender submitted by the Contractor. If the Further Agreement referred to in the Request for Proposals is awarded by the Contracting Authority to the Contractor on the basis of the award criteria for the further award stipulated in the Tender Document, the Contractor must perform that Further Agreement in accordance with the conditions of this Framework Agreement. To this end, the Contractor must in that case conclude a Further Agreement with the Contracting Authority.
- 1.2 The following documents are an integral part of this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. the Data Processing Agreement with reference ...
 2. this document;
 3. the Memorandum of Information, [date];
 4. the Tender Document;
 5. the ARVODI-2018;
 6. the Tender issued by the Contractor to the Contracting Authority on [date], ref ...
- 1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.

- 1.4 The terms of this Framework Agreement apply in full to all Further Agreements concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Proposals, unless a Further Agreement expressly departs from this Framework Agreement.
- 1.5 A Further Agreement states the specific Services to which it relates and its duration.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement comes into effect on <<date>> and has an initial contract period of 36 months with two (2) times an option to extend this Framework Agreement, to be exercised unilaterally by the Contracting Authority, under the same conditions, each time with a maximum period of twelve (12) months. The total duration of the Framework Agreement is therefore maximum 60 months, including extension options.
If the Contracting Authority does not wish to make use of an extension option, he will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Framework Agreement will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.
- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from Further Agreements. The terms of this Framework Agreement continue to apply to any Further Agreements remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Further Agreements awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Agreements for each contract for the performance of Services.
- 2.4 Contracting authority is entitled to terminate this framework agreement prematurely as soon as the maximum value and/or amount of the contract is reached, without any further compensation. Contracting authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

3. Awarding further agreements

- 3.1 The Contractor must submit a Proposal, having regard to the provisions of this Framework Agreement, within fifteen (15) working days of receipt of a standard Request for Proposals. The Contracting Authority will not be required to pay to obtain a Proposal.
- 3.2 The Proposal, including the fee, must comply with and may not be less favourable than the Tender submitted.
- 3.3 In the Request for Proposals the Contracting Authority shall state the following information:
- job profile;
 - qualifications and/or specific knowledge and experience;
 - minimum and maximum salary.
- 3.4 The Proposal the Contractor issues on the basis of the Request for Proposal contains the following information:
- A minimum of three suitable candidates;
 - their resumes;
 - their monthly salary based on the requested parttime percentage.

- 3.5 At the request of the Contracting Authority, selection interviews shall be held via Microsoft Teams with the candidates offered by the Contractor. If candidates do not have the necessary facilities at their disposal Contractor facilitates them.
- 3.6 Acceptance of a candidate shall be by written notification by the Contracting Authority's authorised contact person. Subsequently the agreements following from the Request for Proposal procedure will be laid down in a Further Agreement.
- 3.7 The Further Agreement stipulates at least the following:
- a reference to the Request for Proposal;
 - the monthly salary of the CPM;
 - the monthly fee of Contractor;
 - duration of the Further Agreement and its renewal options;
 - method of termination of the Further Agreement;
 - provision of the Certificate of Good Conduct (only upon request);
 - further agreements on integrity, confidentiality and ancillary activities.

4. Price and other financial provisions

- 4.1 Contractor charges a fee for the Services provided under the Framework Agreement. This fee relates to all Services to be provided by the Contractor under the Further Agreement. It includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs. It includes local VAT and does not include Dutch VAT.
- 4.2 The fee for recruitment per CPM is ...% of the gross annual salary of the CPM, including mandatory insurances and allowances, excluding additional (non-mandatory) insurances and allowances, and pension scheme.
- 4.3 The fee for employment, payroll and other HR services per CPM is ...% of the gross monthly salary of the CPM, including mandatory insurances and allowances, excluding additional (non-mandatory) insurances and allowances, and pension scheme.
- 4.4 Contractor invoices additional (non-mandatory) insurances and allowances, and pension scheme as a net cost component without charging a margin.
- 4.5 The maximum value of the Framework Agreement is EUR 400,000.
- 4.6 Contractor notifies Contracting Authority promptly in writing when the total value of the services provided under this Framework Agreement has reached EUR 100,000, EUR 200,000, and EUR 300,000.
- 4.7 In all Further Agreements, it is agreed that the Contractor guarantees not to exceed the maximum total price, if any, specified in the Further Agreement for the provision of the Services.
- 4.8 The Contractor may invoice monthly for Services performed under a Further Agreement that have been accepted by the Contracting Authority. The invoice amount is based on the part-time percentage of each CPM, their wage and the fee of the Contractor.
- 4.9 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.
- 4.10 The agreed fees (percentages) are fixed and invariable for the duration of this Framework Agreement and Further Agreements concluded on the basis of this Framework Agreement.

- 4.11 Article 17.1 of the ARVODI 2018 concerning e-invoicing does not apply to companies located outside of the Netherlands.
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to
- 4.12 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

5. Contacts / Project managers

- 5.1 The contact person of the Contracting Authority is xxx
The contact person of the Contractor is xxx
- 5.2 At least two (2) times per year, the contacts of the two Parties will hold consultations on the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 5.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

6. Time and place

- 6.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.
- 6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Further Agreement must be performed and also to enable such Staff to perform the work in working conditions that reflect that Party's usual practice and in normal office hours. The Parties undertake to instruct their Staff to abide by the house, security and confidentiality rules applicable at the place where the work is to be carried out.

7. Duty of care Contracting Authority

- 7.1 The Contracting Authority shall behave towards the CPM in accordance with Article 7:658, paragraph 4, of the Netherlands Civil Code when exercising supervision and/or management as well as with regard to the performance of the work in the same careful manner as it is obliged to do towards employees that work specifically for Contracting Authority.

8. Security

- 8.1 Upon request of the Contracting Authority the CPM must submit an appropriate Certificate of Good Conduct, no later than four (4) weeks after receipt of the request.

9. Other Terms and Conditions

- 9.1 This Framework Agreement and a contract for the performance of Services in accordance with a Further Agreement are governed exclusively by the ARVODI 2018 (*already in the Parties' possession*), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.
- 9.2 The Contractor guarantees that the Services to be performed by or on behalf of him comply with the laws and regulations applicable to the Contractor.

- 9.3 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).
- 9.4 The Contractor guarantees the Contracting Authority that the income tax, national insurance contributions and/or employee insurance contributions, and turnover tax (VAT) due on the wages of the CPM will be withheld and remitted to the Morocco Tax Authority and that the turnover tax (VAT) due on the remuneration will be remitted to the Morocco Tax Authority.
- 9.5 At the Contracting Authority's first request, the Contractor shall submit as soon as possible a written statement from the Morocco Tax Authority regarding timely and full payment of the wage tax due in respect of the wages of the CPM for the previous quarter and the turnover tax due under Further Agreements.

10. Declaration of integrity

- 10.1 The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Further Agreements for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. 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 Framework Agreement or a Further Agreement 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 award of contracts for the performance of Services, whether under a Further Agreement or not, are nullified by the signature of this Framework Agreement.

Done and signed in duplicate.

The Hague, [place],
[date]: [date]:

For the Minister of [name Contractor]
Economic Affairs and Climate Policy,
and commissioned by
[Contractor's name][name of portfolio]

Jan van Putten,
Team Manager Procurement Office
[Schedule(s): ...]

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