Public service contract (ARVODI 2018)

IUC number: 202310083

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 Judith Arendse, (deputy) Head of International Development Department, Directorate International Programs,
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 execution of services Learning Oriented Monitoring Combi-tracks;
- The Contracting Authority has published a tender document for this purpose;
- The Contractor submitted a tender on [*day month year*];
- The Contracting 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*] (ref. 202310083, based on the tender issued by the Contracting Authority on [*date*] (ref. 202310083, 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
3. the tender document;
4. the ARVODI 2018;
5. the tender issued by the Contractor to the Contracting Authority on [*date*], ref 202310083

1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. A digital copy of the final report will be supplied. The final report must be submitted in electronic form.

1.4 The final report will be preceded by a draft report, which will be supplied digitally.

1.5 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 Contracting Authority intends to conclude a Contract for an initial period of 5 ½ months (inception phase), including a unilateral option for the Contracting Authority to extend the Contract to the implementation phase by another 2 years and 4 months (28 months). The total duration of the Contract including extension is 2 years 9 ½ months.

3. Price and other financial provisions

3.1 The Contractor will invoice retrospectively, based on the number of *hours* per month actually worked and a *hourly* rate of 1. team member €… (excluding VAT and including travel, accommodation and any other costs) and 2. team leader €… (excluding VAT and including travel, accommodation and any other costs).
The maximum sum to be invoiced by the Contractor is €1,500,000.-- (excluding VAT); the Contractor guarantees that this sum will not be exceeded.

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 as follows:
- Quarterly invoicing based on actual hours/days worked and costs made, approved by Contracting Authority .

3.6 Invoicing by the Contractor must submit invoices electronically in the manner prescribed in the tender document.

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 In principle, the Services will be performed at the fourteen countries mentioned in the tender document paragraph 2.1.1 and the Contractor's offices.

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 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.

6.3 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.

7. Conditions applicable to non-policy-oriented research

7.1 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.

7.2 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.

8. Retention of material

8.1 Unless otherwise agreed in writing, the Contractor will retain the research material referred to in this Contract for the Contracting Authority for 5 years free of charge, starting on the date on which the Contract is signed.

8.2 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.

8.3 Once the 5 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.

9. 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.

10. Final provisions

10.1 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 and signed in duplicate.

The Hague,	[*place*],
[*date*]:	[*date*]:
For the Minister of Economic Affairs	[*name Contractor*]
And commissioned by Judith Arendse	
(Deputy) Head of International Development Department, Directorate International Programs, Netherlands Enterprise Agency (RVO):	
and commissioned by	
Jan van Putten	[*signatory's name*]
Team Manager Procurement Office	[*signatory's position*]