



APPENDIX F – Framework Agreement DRAFT 20DEC2024

PLUSH ANIMALS MUSEUM SHOP NATURALIS

The undersigned:

Stichting Naturalis Biodiversity Center, having its statutory seat and offices at Darwinweg 2, 2333 CR Leiden, duly represented by Mr. Drs. E.J.F.B. van Huis, General Director, hereinafter referred to as "Naturalis,"

and

[name], having its statutory seat at [**postal code] [**city where Contractor is established], at [street and house number, no P.O. box], registered in the trade register of the Chamber of Commerce under number [], hereinafter referred to as "Contractor,"

hereinafter jointly referred to as the "Parties,"

Whereas:

- Naturalis has organized the European tender for Plush Animals Museum Shop Naturalis, the announcement of which was published on TenderNed on [...] under number [...];
- Contractor submitted a Proposal on [date] as part of the European tender for Plush Animals Museum Shop Naturalis;
- The Contractor's Proposal meets the requirements set by Naturalis;
- The Contractor is among the top three bidders with the most economically advantageous proposals;
- Naturalis has decided to enter into a Framework Agreement with the Contractor for the requested Products and Services, as defined in the Invitation to Tender including its Appendices and Memorandum of Information;



- The Parties wish to establish in this Framework Agreement the terms and conditions applicable to the relationship between Naturalis and the Contractor.

The Parties have agreed as follows:

1. Subject of the Agreement

1.1 Naturalis and the Contractor agree, within the scope of this Framework Agreement, on the principles and terms under which Naturalis may order Plush Animals with the Contractor.

1.2 Specific details for orders for plush animals will be detailed in Further Agreements with reference to this Framework Agreement.

2. Contract Documents

2.1 The following contract documents collectively describe the rights and obligations that arise for the parties under this Framework Agreement::

- A. this signed Framework Agreement, including its appendices, the Invitation to Tender, including its associated appendices, the memorandum of information, the Contractor's Tender and the Naturalis General Purchasing Conditions 2011
- B. the changes and extensions to the Framework Agreement and its annexes that have been mutually agreed upon in writing by the parties;

2.2 If the contract documents and/or other applicable provisions are mutually contradictory, unless a different intention arises from the Framework Agreement, the following order of precedence applies, in descending order of importance:

1. the further agreements for providing plush animals;
2. the changes and extensions to the Framework Agreement that have been mutually agreed upon in writing by the parties;
3. this signed Framework Agreement;
4. the memorandum(s) of information, where a later memorandum takes precedence over an earlier memorandum;
5. the Invitation to Tender, including Appendices;



6. the Naturalis General Purchasing Conditions 2011;
7. the Tender Form submitted by the Contractor;
8. the remaining parts of the Contractor's Tender.

- 2.3 If the order of precedence referred to in paragraph 2.2 does not resolve the contradiction, the conflict will be interpreted with due regard to reasonableness and fairness and in light of Naturalis' interests.
- 2.4 Apart from the documents and agreements explicitly mentioned in this Framework Agreement and any subsequent changes mutually agreed upon in writing by the parties, no other documents or agreements are applicable in the relationship between Naturalis and the Contractor
- 2.5 Amendments to the Framework Agreement are only valid if agreed upon in writing.
- 2.6 If any provision of the Framework Agreement or its associated appendices is void or voidable by its nature and/or content, this will not affect the other provisions of the Framework Agreement and annexes

3. Duration, Extension, and Maximum Scope of the Framework Agreement

- 3.1 This Framework Agreement will be entered into between Naturalis and the Contractor for an initial term of 2 (two) years, commencing on 1 April 2025 and ending on 31 March 2027.
- 3.2 Naturalis and the Contractor have the mutual right to extend the Framework Agreement under the same conditions 1 (one) time, for a period of 2 (two) years. The extension occurs tacitly, with both Parties having the option to terminate no later than 6 (six) months before the end of the current contract term.
- 3.3 No later than 9 (nine) months before the end of the current contract term, the Parties will enter into discussions to evaluate the execution of the Framework Agreement in the context of its extension.
- 3.4 The maximum combined scope of the Framework Agreements concluded for the Assignment is € 700.000 excluding VAT. If this maximum scope is reached during the term of the Framework Agreement, the Framework Agreement will immediately terminate.



4. General Obligations of Naturalis

- 4.1 Naturalis will provide the Contractor with the information, data, and decisions necessary to properly perform and fulfill the Assignment in a timely manner, provided that the Contractor timely requests the aforementioned information, data, and decisions from Naturalis.
- 4.2 If necessary for the execution of the Assignment, Naturalis will make facilities available and grant the Contractor's personnel access to the locations where the Assignment is being performed.
- 4.3 Upon full, correct, and timely execution of the Assignment, Naturalis will pay the invoiced amount within thirty days after receipt of the invoice and Naturalis' approval of said invoice.

5. General Obligations of the Contractor

- 5.1 The Contractor shall perform the Assignment properly and carefully, safeguard Naturalis' interests to the best of its knowledge, and carry out its duties to the best of its ability and knowledge. The Contractor shall avoid anything that may harm the execution of the Assignment.
- 5.2 The Contractor declares that it has reviewed all information provided by or on behalf of Naturalis and confirms that this information provides sufficient insight to properly execute the work and that the data contains no errors, discrepancies, ambiguities, or any cause for doubt.
- 5.3 The Contractor monitors developments in laws and regulations relevant to Naturalis and advises on them within the context for Naturalis. It is essential that Naturalis is promptly alerted to (potential) changes in laws and regulations and their (potential) impact. Specific points of attention include:
 - a. consequences for operations, finances, safety, and/or reputation;
 - b. liability;



c. scheduling and interrelation with other activities.

5.4 The Contractor is obligated to maintain confidentiality regarding all information about Naturalis' operations that becomes known through the execution of the Framework Agreement, and ensures that its personnel comply with this obligation, even after

6. Compensation, invoicing, and payment

6.1 The Basic Assortment (Appendix D to the Invitation to Tender) to this Framework Agreement specifies the rates agreed upon between Naturalis and the Contractor, in euros excluding VAT and based on 2025 price levels (per 1 April 2025).

6.2 In addition to Article 3.2 of the Naturalis General Purchasing Terms Conditions 2011, the agreed prices and rates referred to in paragraph 1 are fixed during the first contract year. Thereafter, the Contractor may propose a price increase or decrease annually as of April 1 (for the first time on April 1, 2026). The maximum indexation is in accordance with the *CBS Harmonised Index of Consumer Prices, 093100 Games, toys and hobbies*.

As a basis for calculating the price increase or decrease, the average index figure of the four most recently published and finalized quarterly index figures in the "Year-on-Year Changes" column must always be used. The Contractor must submit a substantiated proposal no later than March of the current calendar year. Price changes can be implemented after approval by Naturalis. Indexation proposals for previous years cannot be submitted or implemented retroactively.

6.3 The prices stated in this Framework Agreement are all-inclusive. All-inclusive means that they cover all activities or costs related to the deliveries and services, including administrative and office expenses, travel and accommodation costs, transportation costs, general expenses, profit, and risk.

6.4 The Contractor invoices Naturalis in accordance with the terms and conditions specified in the Further Agreement.

6.5 Naturalis will pay the amounts owed under the Framework Agreement, provided they are approved, to the Contractor within thirty (30) days of the invoice date.



- 6.7 Non-payment by Naturalis of (a part of) the invoice(s) due to suspected substantive inaccuracies in the invoice(s) — provided that such suspected inaccuracies are promptly communicated in writing to the Contractor after discovery — or due to the unsoundness of the invoiced performance does not entitle the Contractor to suspend or terminate its performance.
- 6.8 The Contractor may not suspend its obligations under this Framework Agreement and/or Further Agreement on the grounds that Naturalis is in default of a payment obligation. The Contractor also cannot terminate this Framework Agreement on those grounds, without prejudice to its right to seek such termination through legal proceedings..

7. Subcontracting

- 7.1 If the Contractor wishes to use subcontractors for the execution of the Assignment, which have not previously been subject to the approval of Naturalis, the Contractor must submit a request to Naturalis. This request must be accompanied by a solid justification and information on which part of the Assignment requires the involvement of third parties. Subcontractors may not be contracted without the permission of Naturalis. Naturalis is free to attach conditions to such permission.

8. Conformity, Non-Performance, and Termination

- 8.1 The Contractor guarantees that all products supplied and/or work performed by him is in accordance with the Framework Agreement, including attachments, and meets the expectations that Naturalis may have based on the Framework Agreement, including attachments.
- 8.2 If either party fails to fulfill one or more of its obligations under this Framework Agreement, the other party shall issue a notice of default, unless the fulfillment of the relevant obligations is already permanently impossible, in which case the defaulting party is immediately in default.



- 8.3 The notice of default will be issued in writing, granting the defaulting party a reasonable period to fulfill its obligations. This period is considered a final deadline, after which the defaulting party is in default if no performance is made after the expiration of the final deadline. Naturalis is always entitled to terminate the Framework Agreement extrajudicially or to terminate it if the Contractor is in default. This does not affect other rights in case of default.
- 8.4 If the unilateral termination of the Framework Agreement is a result of the Contractor's substantial failure in performing the Framework Agreement, the Contractor's right to payment for his work is forfeited.

9. Non-Attributable Default

- 9.1 If either party is unable to perform or fails to fulfill its obligations under this Framework Agreement for a period of more than 10 working days due to a default that is not attributable to it, the other party has the right to terminate the Framework Agreement, in whole or in part, by registered letter with immediate effect, without any entitlement to compensation arising from this.
- 9.2 A non-attributable default does not include, in any case: lack of personnel, strikes, illness of personnel, attributable defaults of third parties engaged by the Contractor, and/or liquidity or solvency problems on the part of the Contractor.

10. Liability

- 10.1 The party that is at fault in failing to fulfill its obligation(s) under this Framework Agreement shall be liable to the other party for compensation of the direct damage suffered or to be suffered by the other party. The parties shall not be liable to each other for indirect damage.
- 10.2 Direct damage is understood to mean:
- A. Damage to the property of Naturalis and/or third parties;
 - B. Costs of necessary modifications and/or changes made to limit or repair the damage;



- C. Costs of emergency measures and/or hiring third parties;
- D. Costs related to the idle time of employees, goods, and facilities of Naturalis, as well as the idle time of third parties engaged by Naturalis in the context of the execution of the Framework Agreement, insofar as these costs are reasonably unavoidable;
- E. Demonstrably owed fees and penalties to third parties, as well as the value of lost rights provided by third parties;
- F. Reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event giving rise to the liability;
- G. Reasonable costs incurred to determine the cause of the damage, the liability, the direct damage, and the method of repair.

10.3 The liability for direct damage referred to in Article 10.2 is limited to a maximum of €500,000 per incident and a maximum of €1,000,000 per year.

10.4 The limitations of liability set out in this article do not apply:

- A. in the event of intent or gross negligence on the part of the Contractor and/or its personnel, and/or
- B. in the case of infringement of intellectual (property) rights as referred to in Article 11.2, and/or
- C. in the event of statutory strict liability, such as product liability.

10.5 The liability for consequential damages referred to in subsection 10.1 is excluded.

Consequential damages include:

- A. loss of profit;
- B. costs incurred to prevent, mitigate, or determine consequential damages;
- C. damages other than the direct damages mentioned in subsection 10.2.

11. Insurance

11.1 The Contractor has adequately insured itself and will maintain adequate insurance through a liability insurance policy with coverage of at least €500,000 per incident and a maximum of €1,000,000 per year.



- 11.2 De door The insurance premiums owed by the Contractor are deemed to be included in the agreed rates.
- 11.3 Naturalis may request access to the policy/policies or a statement from the insurer at any time.

12. Applicable Terms and Conditions

- 12.1 The Naturalis General Purchasing Terms and Conditions 2011, attached as Appendix IV, apply to the procurement procedure and the contract..
- 12.2 The Contractor's general terms and conditions of delivery and payment, or any other general or special terms and conditions of the Contractor or industry standards, do not apply.

13. Amendment and Termination

- 13.1 This Framework Agreement may only be amended or supplemented by a written document signed jointly by Naturalis and the Contractor.
- 13.2 Without prejudice to the options for termination regulated in the Dutch Civil Code in the event of a breach of the Contractor's obligations, Naturalis is entitled to terminate this Framework Agreement extrajudicially by registered letter, without requiring any prior notice or declaration of default, if:
- A. The Contractor applies for (provisional) suspension of payments or is granted (provisional) suspension of payments;
 - B. The Contractor files for bankruptcy or is declared bankrupt, or the Contractor's business is liquidated;
 - C. The Contractor ceases its current business operations or a substantial part of the Contractor's assets is seized;
 - D. The Contractor can otherwise no longer reasonably be expected to fulfill the obligations under this Framework Agreement.;



- 13.3 Mutual obligations that by their nature are intended to continue after the termination or dissolution of this Framework Agreement shall remain in force following such termination..
- 13.4 If this Framework Agreement is dissolved by or at the request of Naturalis, or is not extended at the discretion of Naturalis, Naturalis shall, without prejudice to its other rights, be entitled to demand the delivery of data, documents, or materials developed by the Contractor in the context of the agreed services, or that the Contractor holds on behalf of Naturalis..

14. Indemnification for Third-Party Intellectual Property Rights

- 14.1 The Contractor shall indemnify Naturalis against claims from third parties regarding (alleged) infringement of their intellectual property rights.

15. Governing Law

- 15.1 his Framework Agreement is exclusively governed by Dutch law.
- 15.2 If, after the signing of the Framework Agreement, changes occur in mandatory legal or regulatory provisions that affect the content and/or implementation of the Framework Agreement, the parties shall make further arrangements regarding such matters.
- 15.3 Unless the parties agree on an alternative form of dispute resolution, the competent court in The Hague shall have exclusive jurisdiction over all disputes arising between the parties in connection with this Framework Agreement. This also applies to disputes related to agreements resulting from or associated with this Framework Agreement, unless the relevant agreement explicitly provides otherwise..



17. Appendices

The following appendices form an integral part of this Framework Agreement:

Appendix 1: Memorandum(s) of Information;

Appendix 2: Invitation to Tender for the European Procurement of Media, including accompanying annexes;

Appendix 3: Contractor's Submission;

Appendix 4: Naturalis General Purchasing Conditions 2011

Thus agreed, drawn up and signed in duplicate,