

(Date: September 2022)

Amendment Agreement (ARBIT-2022)

Contract number ...

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of / State Secretary for ...,
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 Counterparty,

WHEREAS:

- on *[date]* the Contracting Authority and the Counterparty concluded a Contract, no. ..., concerning ...;
- (Instructions: *Specify any circumstances requiring the Contract to be amended or supplemented*. NB: Delete these instructions before using the Contract);
- the Parties wish to *amend/supplement* the Contract;
- the amendments/additions are compatible with procurement law (including, where applicable, sections 2.163a to 2.163g of the Public Procurement Act 2012);
- <OPTIONAL> the Contracting Authority asked the Counterparty on *[day/month/year]* to submit an additional tender;
- <OPTIONAL> the Counterparty submitted an additional tender on *[day/month/year]*, which the Contracting Authority accepted;
- <OPTIONAL> the Counterparty is sufficiently aware of what the Contracting Authority wants to achieve with the additional public service contract;
- the Parties wish to lay down the *amendments/additions* to the Contract in an Amendment Agreement;

AGREE AS FOLLOWS:

Instructions: Complete the applicable provisions and delete those that are not applicable.

NB: Delete these instructions before using the agreement.

- o With regard to article 2 of the Contract, the Deliverable is *amended/supplemented* in accordance with the Counterparty's tender of [date], ref. ... (Schedule ...), issued on the basis of the Contracting Authority's request for tenders of [date], ref. ... (Schedule ...); the Counterparty hereby accepts this public service contract, in so far as this Amendment Agreement does not depart from it.
- o Schedule ... to the Contract lapses.
- o Schedule ... to the Contract lapses and is replaced by Schedule ...
- o Schedule ... is appended to the Contract.
- o With regard to article 3 and the Contacts Schedule of the Contract, the contact person for the Contracting Authority is replaced by:....
- o With regard to article 5 of the Contract, the date on which the Delivery/Completion of the Product(s) must take place is changed to [date].
- o With regard to article 5 of the Contract, the date of Delivery/Completion of the Deliverable is extended to [date].
- o With regard to article 5 of the Contract, the place of Delivery and/or Completion of the Product(s) is changed to:....
- o With regard to article 7 of the Contract, the Fee is amended as follows:
The maximum total amount that the Counterparty may charge is changed to €...
- o With regard to article 7 of the Contract, the Fee is amended as follows:
The fixed total price is changed to €.... (excl. VAT and including travel, accommodation and any other expenses).
- o The contact person for the Counterparty is replaced by:...
- o Article [...] of the Contract lapses.
- o With regard to article [...] of the Contract, ...

Final provision

In so far as the Contract has not been amended by the above provisions, it will remain fully in force between the Parties, as will the General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022), to which the Contract is subject.

Agreed on the later of the two dates stated below and signed in duplicate.

The Hague, [date]

[place], [date]

For the Minister of / State Secretary for ...

For [*Contractor's name*]

[*signatory's name*]

[*signatory's name*]

[Schedule(s):]