

APPENDIX 9

SCHEDULE OF REQUIREMENTS (SoR)

1. INTRODUCTION

1.1 RULES

The present Schedule of Requirements (SoR) is part of the European public procurement procedure for an Investigation into the Academy's Colonial Past. By submitting a Tender, you agree to all requirements listed in this SoR and the other Tender documents. The requirements are strict requirements. If you do not satisfy them, you will be excluded from further participation in the Tender.

Upon the award being finalised, the present SoR will form part of the Agreement. Contractor is subject to all requirements. That is why the term 'Contractor' should be construed as referring to 'Contractor' in this SoR. In the same vein, 'Contracting Party' should be construed as referring to 'Client'.

1.2 QUESTION ROUND

We have drawn up the schedule of requirements with due care. You, however, are the expert and better aware of what you yourself and/or the market can and cannot provide. Once we have entered the question round (see the Descriptive Document, section 2.3), we therefore ask that you explain with reasons which requirements you consider unreasonable, unfeasible or not enforceable. We will indicate whether and to what extent you may deviate from the requirements in our Information Memos.

2. REQUIREMENTS

2.1 GENERAL REQUIREMENTS

No.	Requirement
ALG-01	Contractor agrees to the contents of all tender documents, requirements, terms and conditions, draft agreements, and so on and further agrees that these can no longer be amended after the conclusion of the final question round (IM), as described in section 2.3 of the Descriptive Document.
ALG-02	Contractor agrees to this Tender's procedure for arriving at an Agreement signed by both parties based on the Draft Agreement (Appendix 11x) and Data Processing Agreement (Appendix xx).
ALG-03	Contractor agrees to all provisions of the Draft Agreement (Appendix 7), supplemented or amended pursuant to Information Memos, whereby a Memo published later will take precedence over a Memo published at an earlier date. Contractor agrees that after awarding the Contract, Contracting Party will amend the Draft Agreement and Data Processing Agreement based on the additions and changes set out in the Information Memos so as to arrive at the final Agreement. The final Agreement will be signed and shared by both parties as soon as possible after the Contract is awarded.
ALG-04	The contractor that has submitted the winning Tender agrees to sign the final Agreements as soon as possible after the Contract is awarded.

ALG-05	Contractor agrees to apply the Academy's General Purchasing Conditions and the General Government Terms and Conditions for Public Service Contracts (ARVODI) 2018, explicitly excluding Contractor's own terms and conditions or those of third parties.
ALG-06	Contractor guarantees that it has the required capabilities, skills and resources to comply (and continue to comply) with the provisions of the Tender documents. Contractor will immediately inform Contracting Party of any significant change in Contractor's situation affecting its ability to comply with the set requirements.
ALG-07	Contractor agrees that its renditions of the (Sub)Award Criteria will become part of the Agreement. Contractor undertakes to adhere to what it has proposed to do when performing the Contract. Exceptions to this are those elements within the renditions that Contracting Party has indicated are impossible, ineffective or undesirable. Further exceptions are any recommendations and proposed measures regarding opportunities and risks; if these are to be undertaken, Contracting Party will indicate so under separate cover.
ALG-08	Contractor agrees that after the award is made, Contracting Party will accept only those subcontractors, third parties, partners, consortium members and/or other cooperating parties that have been identified in Contractor's Tender during the tender procedure and have met the procedural requirements. After the award is made, partners, consortium members or other cooperating parties may be changed/added only if they demonstrably satisfy all the requirements and terms and conditions set out in this tender. Subcontractors and/or third parties may only be changed/added after Client has consented in writing to the same.
ALG-09	In all cases, Contractor must remedy any genuine flaws found in the execution of the investigation while nevertheless delivering what has been agreed. Contractor will bear the cost of this remedy, even if additional.
ALG-10	The final report must be submitted no more than three years after the investigation commences.
ALG-11	Contractor must process all research data according to the FAIR principles, and agrees to submit a detailed plan for this purpose to Contracting Party after being awarded the contract.

2.2 LEGISLATION AND REGULATIONS

No.	Requirement
WET-01	Contractor guarantees that all work to be performed, services to be provided, and products to be delivered that are related to, or arise from, this contract will comply with the strictest statutory requirements and other government stipulations, including EU legislation and the legislation of the countries in which the work is being performed.
WET-02	Contractor guarantees that it complies with all relevant prevailing legislation and regulations.

WET-03	Contractor is in possession of all mandatory permits and exemptions to perform the relevant services. Any related costs will be borne by Contractor.
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2.3 PROJECT COORDINATOR

No.	Requirement
PRJLD-01	The research team's project coordinator must have a proven track record as a researcher, comply with the strictest research quality standards, and have access to institutional complaints systems ensuring research integrity and social safety.
PRJLD-02	The project coordinator should hold a PhD (Dr) and be able to produce evidence of having published in leading, peer-reviewed scholarly journals within the past three years. These publications should be of outstanding quality and should have contributed to the relevant field of study.
PRJLD-03	The project coordinator may not be a member of the Academy, The Young Academy or the Society of Arts and may not have a part-time or other appointment at an Academy institute.
PRJLD-04	The project coordinator must have an 0.2 FTE involvement at the very least for the entire duration of the project.
PRJLD-05	The project coordinator must have demonstrable experience in connecting various knowledge networks, both in the Netherlands and in its former colonies.
PRJLD-06	The project coordinator will be responsible for: - the research quality and integrity of the investigation - timely completion of the activities described in the research plan - financial accountability for the investigation - communication with the client as the main contact person - the interim and final reports.

2.4 RESEARCH TEAM

No.	Requirement
TEAM-01	Only proposals that cover the entire research brief will be considered.
TEAM-02	The investigation may be carried out by a research team whose members are all affiliated with a single organisation, or by a team whose members are affiliated with multiple different organisations. Research teams may include self-employed individuals.
TEAM-03	For reasons of research independence, Academy members, members of The Young Academy, members of the Society of Arts, and researchers with a part-time or other appointment at an Academy institute are excluded from the research team. The team may, of course, consult experts available within the Academy organisation.

TEAM-04	The team will represent a variety of different conceivable perspectives on investigating the Academy's colonial past.
TEAM-05	In accordance with the Academy's <i>Guidelines for Historical-Scholarly Contract Research</i> (2007) (see Appendix 4 of this tender), the contractor will be responsible for arranging supervision for the investigation. In its proposal, the research team must suggest a guidance committee to serve as an external scholarly sounding board for the team.

2.5 COMMUNICATION AND PUBLICATION

No.	Requirement
COM-01	Research results or other statements will not be made public without prior consultation between Contractor and Client.
COM-02	Contractor will cooperate in the preparation of a communication plan by the Academy and adhere to this plan.
COM-03	The Project Coordinator will be the designated contact person for the Academy before, during and after the investigation. In their absence, a single individual must be available as their <u>designated substitute</u> .
COM-04	The project coordinator will submit a report (of up to four pages) every six months regarding the progress of the research project. The report should cover: - a report on the work - a financial report - any problems encountered or anticipated.
COM-05	Pursuant to the <i>Guidelines for Historical-Scholarly Contract Research</i> (2007) (see Appendix 4), all publications will report the authors, client, contractor, and members of the guidance committee.
COM-06	Scholarly research results will be made public, with Client observing a publication right term of 12 months. After expiry of this term, the publication right will revert to Contractor.
COM-07	The results of the investigation will be published only after consultation between Client and Contractor. Upon completing the investigation, the authors will have the right to present their research results to the public and to reuse them in new scholarly research.
COM-08	The reports must be written in Dutch. Contributions by local knowledge networks in another language should be accompanied by a translation into Dutch.

COM-09	Consultations between the research team (or its delegates) and the contact working group to be established by the Academy will take place at least twice a year.
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2.6 PRICES & INVOICING

No.	Requirement
PRY-01	Tenderer will divide any tender fee paid fairly among all the parties that have endeavoured to arrive at the tender. Client may request a specification of this.
PRY-02	Contractor will not charge any costs other than or in addition to those listed on the price sheet submitted with its Tender.
PRY-03	A separate invoice will be submitted for each milestone: 1. Invoice for Tender Fee 2. 30% upon contract award 3. 10% upon receipt of first interim report 4. 10% upon receipt of second interim report 5. 10% upon receipt of third interim report 6. 10% upon receipt of fourth interim report 7. 10% upon receipt of fifth interim report 8. 10% upon receipt of final report 9. 10% after acceptance and completion
PRY-04	Contractor will submit invoices in PDF format to: facturen.financien@knaw.nl . A PDF will consist of no more than one invoice.
	Contractor will ensure that all invoices related to the Contract are administered on Contractor's behalf. Contracting Party will only accept invoices from Contractor, not from third parties.
PRY-05	Invoices must comply with statutory requirements and include at least the following information: ○ Contractor's name ○ Contractor's address ○ Attn.: Forum, Advies en Onderzoek ○ Contractor's VAT number ○ Contractor's Chamber of Commerce number ○ Unique sequence number ○ Date on which invoice was drawn up ○ Description of milestone ○ Amount (in €) excluding VAT per service rendered ○ VAT rate (in %) per service rendered ○ VAT amount (in €) per service rendered ○ Total amount (in €) excluding VAT ○ Total VAT amount (in €)