

Draft Framework Agreement

between
Invest International B.V.
and

<Name contractor>

concerning
International travel services

Contract number: <Contract number>



The undersigned:

1. Invest International B.V., located at The Hague, registered with the Dutch Chamber of Commerce under registration number 83526617, legally represented by Mr/Mrs <First name> <Surname>, <Function>, hereinafter referred to as "**Contracting Authority**",

and
2. <Name Contractor>, located at <name of place>, registered with the Dutch Chamber of Commerce number: <registration number>, legally represented by Mr/Mrs <First name> <Surname>, <Function>, hereinafter referred to as "**Contractor**",

collectively referred to as the Parties

CONSIDERING THAT:

1. The Contracting Authority has a need for International travel services, hereinafter named as "**Assignment**".
2. For this Assignment the Contracting Authority has organized a European public tender process, published at <day/month/year>.
3. <name of company> has submitted a proposal on <day/month/year>.
4. <name of company> has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Framework Agreement.
5. The Contracting Authority has awarded the Framework Agreement to the Contractor.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several terms in this Framework Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025).

Notwithstanding or in addition to, the following terms are defined in this Framework Agreement:

- Proposal: a Proposal for the provision of Services issued by the Contractor to the Contracting Authority under this Framework Agreement following a Request for Proposal.
- Request for Proposal: an invitation by the Contracting Authority under this Framework Agreement to the Contractor to issue a Proposal for an order to provide Services.

Article 1. Object of the Framework Agreement

- 1.1 The Contracting Authority is entitled to issue Requests for Proposals for during the term of this Framework Agreement for orders to provide International travel services. In response to a Request for Proposal, the Contractor is obliged to issue a Proposal that is not less favorable than the Proposal submitted by the Contractor during the Tender Procedure. The Contractor is obliged to perform that assignment in accordance with the terms of this Framework Agreement.
- 1.2 To the extent that these documents contradict each other, the document referred to earlier shall prevail over the document referred to later:
 1. This Framework Agreement.

2. [Processing Agreement](#).
 3. [Verification report \(Appendix X\)](#).
 4. Memorandum ([memoranda](#)) of Information dated [<date>](#).
 5. Tender Document with reference [<number>](#), Appendices included.
 6. ARVODI 2025 (Appendix 6).
 7. Proposal issued by the Contractor dated [<date>](#), with reference [<reference>](#).
- 1.3 The Contracting Authority is not obliged, during the term of this Framework Agreement, to issue orders to perform Services during the term of this Framework Agreement but is entitled to do so. Contractor therefore has no claim to obtain assignments during the term of this Framework Agreement.
- 1.4 The terms of this Framework Agreement shall apply to assignments performed by Contractor during the term of this Framework Agreement.

Article 2. Conclusion, duration and termination of the Framework Agreement

- 2.1 This Framework Agreement is effective as from [1 April 2026](#).
- 2.2 The agreed Assignment shall be provided during the period from [1 April 2026 and 1 April 2028](#). The Contracting Authority reserves the unilateral right to extend this Framework Agreement, under the same terms and conditions, for up to two additional periods of one year each.
- 2.3 The Contracting Authority shall notify Contractor in writing no later than 2 months prior to the expiration of the initial / then applicable term of the Framework Agreement in writing if the Contracting Authority exercises the extension option. If the extension option is not exercised by the Contracting Authority, the Framework Agreement will end by operation of law after the expiry of the period referred to in the first sentence of this article / applicable at that time.
- 2.4 The Termination of this Framework Agreement shall not affect the rights and obligations of ongoing assignments. The conditions of this Framework Agreement shall continue to apply to all ongoing assignments that continue after the termination of this Framework Agreement.

Article 3. Price and other financial provisions

- 3.1 The agreed services fees are fixed and invariable for the duration of this Framework Agreement, including extensions, as specified in the Pricing sheet.
- 3.2 It is expressly agreed that the Contractor does not invoice a different VAT% comparing to the proposal (Appendix 5). The Contracting Authority will not be liable to pay a deviation in VAT at the expense of the Contracting Authority.
- 3.3 The price referred to in article 3.1 of this Framework Agreement relates to all Services performed by the Contractor. It includes all materials needed for that purpose, such as wage costs, overheads, costs of support activities, costs of using equipment, etc.
- 3.4 The price includes all taxes, levies or duties not specified herein, which are or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently).

- 3.5 The price includes any transaction and/or currency and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.
- 3.6 Contractor shall pre-finance all travel costs and subsequently invoice Invest International after the travel has taken place. Invoicing will be based solely on the actual travel services provided.
- 3.7 The Contractor provides e-invoices (i.e., PDF by mail). The Contractor sends the invoice/invoices to: invoices@investinternational.nl, with a copy to lieke.van.der.heide@investinternational.nl. The invoice shall contain at least the following information:
- a. The attached invoice is in PDF format;
 - b. One invoice per PDF;
 - c. Only one invoice will be attached to each email;
 - d. State our company name Invest International including the appropriate legal entity (B.V.), including our address details;
 - e. State the relevant project reference and cost centre;
 - f. State our VAT and Chamber of Commerce number;
 - g. State your full bank details;
 - h. State your VAT and Chamber of Commerce number;
- Specification of the delivered services, with reference to the traveller and the correct quantities and rates.

An invoice that does not meet the above requirements will not be processed. If the Contractor has any questions or problems with the submission of the invoices, please report this to finance@investinternational.nl.

- 3.8 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in articles 3.7 within a period of 30 days from the invoice date to an account number specified by the Contractor. Invoices that do not meet the invoicing conditions will not be dealt with by The Contracting Authority. The Contractor will then receive the invoice in return with a request to correct the missing and/or incorrect data.

Article 4. Contact persons

- 4.1 The Contracting Authority's contact is Lieke van der Heide.
The Contractor's contact is [<Name contact person>](#).
- 4.2 At least twice times per year, consultation shall take place between the contact persons of the Parties regarding the performance of this Framework Agreement.

Article 5. Other terms and conditions

- 5.1 This Framework Agreement is exclusively governed by the "General Conditions of Government for the Provision of Orders for the Provision of Services 2025 (ARVODI 2025)" (Appendix X), insofar as this Framework Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.

- 5.2 In addition to the provisions of article 21 of the ARVODI 2025, the Contracting Authority may terminate this Framework Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:
- a. if the Contractor has been irrevocably convicted under criminal law of discrimination within the meaning of articles 137c up to and including 137g and article 429 quater of the Dutch Penal Code, or;
 - b. if the Contractor's personnel have been irrevocably convicted under criminal law for discrimination within the meaning of articles 137c through g and article 429 quater of the Penal Code, and the person concerned is a member of an administrative, managerial or supervisory body of the Contractor or has powers of representation, decision-making or control therein.
- In the cases referred to under a. and b., the right to dissolution will lapse three years after the relevant conviction has become irrevocable.

Article 6. Declaration of integrity

- 6.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit to obtain this Framework Agreement or to obtain an Framework Agreement for the performance of Services, 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 members of the Contracting Authority's staff to perform or refrain from performing any act.
- 6.2 The Contracting Authority hereby affirms that, during the performance of the Contract, it will in no way undermine the Contractor's independence or act in a manner that undermines the reliability of the research information.

Article 7. Final provision

- 7.1 Any derogations from this Framework Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 7.2 Any written or oral agreements previously made by the Parties about the award of contracts for the performance of Services are nullified once this Framework Agreement has been signed.
- 7.3 The Framework Agreement is exclusively governed by Dutch law.

7.4 All disputes arising from the Framework Agreement will only be submitted to the competent court in The Hague, on the understanding that Invest International has the right to submit claims against the Contractor to other courts that are competent under national or international law and treaties.

Thus agreed and signed,

The Contracting Authority
Invest International B.V.

Contractor
<Name Contractor>

On behalf of this,

<Name and Surname>
<Function>
The Hague, <date>

<Name and Surname>
<Function>
<Place>, <date>

Appendices:

Appendix 1 Processing agreement.

Appendix 2 [Verification report](#)

Appendix 3 [Memorandum/memoranda](#) of Information, dated [<datum>](#), [<datum>](#)

Appendix 4 Tender Document, Appendices included, dated [<date>](#)

Appendix 5 ARVODI 2025

Appendix 6 Proposal issued by the Contractor dated [<date>](#)

Let's build the sustainable markets of tomorrow together.

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