

## Attachment 6 – Memorandum of information: Advice and Specific Expertise ROK Aviation 3

In this memorandum of information, the submitted (anonimised) questions are presented together with the corresponding answers provided by the contracting authority. This memorandum of information thereby becomes an integral part of the European tender under TenderNed reference **TN 566654** and its associated annexes.

Question no.	Add. Info	Document	Question	Answer
1	Par. 2.5.3	Descriptive document	In paragraph 2.5.3 – Core Competencies, you describe for lot 6 in CC 6.2 unmanned aviation and related domains. What do you mean by related domains?	By related domains, we mean knowledge areas other than aviation-specific expertise that are required to implement the unmanned aviation policy.
2	Par. 2.5.2	Descriptive document	2.5.2 Financial and Economic Capacity – Based on agreements with our insurer, we are not permitted to provide third parties (including clients) with access to the insurance policy or separate policy conditions. However, as an alternative, we can submit proof of insurance, being a declaration from the insurer stating that we are adequately insured.	Yes, instead of submitting the full insurance policy, you may suffice with providing proof of insurance or a confirmation of coverage from your intermediary/insurer stating that coverage is in place for the liability insurance and the professional liability insurance (PLI).
3	Par. 2.5.4	Descriptive document	2.5.4 Quality Assurance – You require submission of the ISO 9001:2015 certificate or a declaration from an independent accredited body. We do not possess this certificate, but we do have a quality system that is equivalent to ISO 9001:2015. For that reason, we would like to submit a description of this system together with a self declaration confirming that it is equivalent to ISO 9001:2015. Are you willing to accept this as an equivalent alternative?	It is permitted, if your company does not have a quality assurance system in accordance with ISO standard 9001:2015 but has implemented similar measures in the area of quality assurance, to demonstrate this by providing a description of this system accompanied by a self-declaration. This will be regarded as equivalent.
4	Par. 3.5	Descriptive document	In paragraph 3.5 “documents to be submitted with the Tender and during the verification phase,” the table specifies that the “Compliance Matrix / Technical Specification” must be included with the tender submission. However, it is unclear to us what you mean by this. Could you please clarify which documents the tenderer is expected to submit under this item in the overview?	By mistake, the compliance matrix was included in the table in paragraph 3.5 of the descriptive document. “Compliance Matrix / Technical Specifications” will be changed to “Annex 5 Mandatory Forms.” You must submit Annex 5, completed, with your tender. This also applies to consortium members and third parties.
5	Par. 3.2.1	Descriptive document	Is it correct that there are no maximum rates applicable for the obligation of effort services, and that we as the tenderer are free to determine the appropriate rates?	Yes, that is correct.
6	Par. 3.2.1	Descriptive document	Is it correct that no maximum rates apply to the effort based obligations and that we, as the tenderer, are free to determine the appropriate rates?	Yes, that is correct.
7		Descriptive document	A number of parties in the market possess knowledge that you, as the contracting authority, may prescribe (for example, specific expertise from NLR, or from Significance when using AEOLUS). How do you ensure that this knowledge is available to all consortia? Can you agree that, for assignments in which you expect such specific expertise, these parties will also be available for collaboration with all consortia?	The contracting authority aims to formulate subsequent requests in such a way that no party-specific knowledge or expertise is prescribed. The objective is to describe the required knowledge and experience in a functional and objective manner, so that multiple market parties are able to meet these requirements.  The contracting authority cannot agree to the prior mandatory availability of specific knowledge to all consortia.
8	Art. 2.5.3	Descriptive document	Under section 5.2.3, the required core competencies of the Tenderer are listed. Is the interpretation correct that for lot 1 it is sufficient to submit only one reference for only one core competency (CC) in this lot, and that submitting multiple references for multiple core competencies does not provide any advantage for the Tenderer in the evaluation of the tender?	Yes, that is correct: submitting multiple reference assignments does not provide any advantage for the tenderer. Section 2.5.3 states the following: For lot 1, the tenderer must submit one reference assignment per core competency, where possible, in order to demonstrate that they meet (or can meet) the core competency. At least one of the following five core competencies must be demonstrated by the tenderer: CC 1.1 through CC 1.5. The words “where that is possible” on page 20 of the descriptive document are removed.
9	Art. 2.5.3	Descriptive document	You do not request a minimum scope as a requirement/criterion for the reference assignments. This means that, in principle, any reference can comply. Is there a minimum contract value (possibly differing per lot) that you expect for the references to be submitted?	No. In none of the lots is a minimum contract value included (or will be included) as a requirement for the reference assignments.
10	P5	Descriptive document	It is stated that KGG participates in lot 5. This concerns Airspace. However, in the accompanying text there are frequent references to the energy transition and wind turbines. This mainly concerns lot 3. Has this perhaps been presented incorrectly?	The Ministry of KGG may commission assignments under Lot 5 – Airspace. The reason for this is indeed the task of developing offshore wind energy sites. KGG and IenW work closely together to achieve these objectives.  In this context, the safe integration of air traffic to and from, for example, oil and gas platforms in the vicinity of future wind farms is of great importance. Both KGG and IenW may request studies on topics such as new flight concepts, safety assessments, the design of flight procedures, and more.  Please also refer to the more detailed description of Lot 5.

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11	P7	Descriptive document	For lot 7, the core competency states that the tenderer must have: "demonstrable knowledge of and experience in the aviation sector in deploying suitable candidates for effort based assignments, specifically within aviation, through their own organisation or their own network. The assignment must concern an organisation with more than 400 employees (FTE)." Could you clarify why it is so important that the experience was gained within the aviation sector and what specific knowledge and experience you expect exactly?	Experience in the aviation domain is important because understanding the challenges and the context of high time pressure in a politically and publicly sensitive domain is decisive for the extent to which project and programme management and control can be successfully carried out.
12	P7	Descriptive document	For lot 7, the core competency states that the tenderer must have: "demonstrable knowledge of and experience in the aviation sector in deploying suitable candidates for effort based assignments, specifically within aviation, through their own organisation or their own network. The assignment must concern an organisation with more than 400 employees (FTE)." Would you be open to tenderers who can demonstrate experience in project control and programme management within an organisation of more than 400 FTE, active in a sector where infrastructure and logistics play a crucial role, instead of requiring experience exclusively from the aviation sector?	No, assignments specifically within the aviation sector have been requested. A reference assignment that has not been carried out within the required sector does not qualify.
13	Par. 1.1.5	Descriptive document	The document mentions the division between effort based work (hiring of personnel) and result based work (deliverables/reports). Is it possible to provide insight, in the table in paragraph 1.1.5, into the ratio between effort based and result based obligations for each lot?	No, this is not possible. The volume depends on political, economic, budgetary, administrative or organisational developments within the Contracting Authority and the associated contraction or growth of the Client, as well as the role and responsibilities of the Client within the central government. As a result, the demand for services under the Framework Agreement may change, which affects the eventual utilisation of the Framework Agreement and therefore also the distribution between effort based assignments (temporary staffing) and result based assignments (deliverables/reports).
14	Par. 1.2.2	Descriptive document	The document does not explicitly address the inclusion of non Dutch entities in a consortium. It only specifies that reporting must be done in Dutch. What is your position if a Dutch consortium includes a non Dutch (but EU based) partner? (Reporting will always be done in Dutch.)	It is possible for a Dutch consortium to include a non Dutch, but EU based, partner. Reporting will be in the Dutch language.
15	Par. 1.4	Descriptive document	The document states: "For assignments smaller than €50,000 excluding VAT, the Client may approach one of the Framework Agreement contractors directly." Given the inflation of recent years, this amount seems quite low. We would like to ask you to reconsider this upper limit based on reasonable inflation standards, taking into account the proposed ROK3 term of 2+2 years.	No, this is not possible. For assignments smaller than €50,000 excluding VAT, the Client may approach one of the Framework Agreement contractors directly.
16	Par. 1.9	Descriptive document	In the Descriptive Document on p. 12, section 1.9, the following is stated: Tenderers may obtain information on obligations regarding taxes, environmental protection, worker protection and working conditions applicable in the Netherlands via <a href="http://www.rijksoverheid.nl">http://www.rijksoverheid.nl</a> under 'Ministries':  regarding taxes from the Ministry of Finance; regarding environmental protection from the Ministry of Economic Affairs; regarding worker protection and working conditions from the Ministry of Social Affairs and Employment.  Could you indicate which specific information source (page/link) you are referring to for the "environmental protection obligations" through the Ministry of Economic Affairs, and confirm whether your expectation is solely that tenderers comply with the applicable Dutch laws and regulations, or whether additional/specific environmental requirements apply that must be explicitly declared or demonstrated?	The contracting authority acknowledges that the standard link included in paragraph 1.9 of the descriptive document does not directly refer to information on obligations regarding taxes, environmental protection, worker protection, and working conditions applicable in the Netherlands. To clarify which obligations are meant, the contracting authority refers to the following link on the Pianoo website: <a href="https://www.pianoo.nl/nl/inkoopproces/fase-1-voorbereiden/specificeren/verplichtingen-op-het-gebied-van-het-milieu-sociaal">https://www.pianoo.nl/nl/inkoopproces/fase-1-voorbereiden/specificeren/verplichtingen-op-het-gebied-van-het-milieu-sociaal</a>

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17	Par. 2.2.2	Descriptive document	The provision in section 2.2.2 'Other Subcontractors' is not entirely clear. May a consortium or an independently bidding party subcontract work to another party that has submitted a tender under the same lot (either independently or as part of a consortium)? And what about subcontracting to another party (as a subcontractor) that has submitted a tender under a different lot within the ROK LV3?	See section 2.2.1. A company may submit only one Tender per lot. This may be done independently, as an individual company, or within a consortium—meaning together with one or more other companies. A consortium counts as a single Tenderer. Sub question 1: A consortium or an independently bidding party may not subcontract work to another party for parts of the assignment if that party has already submitted a tender (either independently or as part of a consortium) for the same lot. Sub question 2: A consortium or an independently bidding party may subcontract work to another party that has submitted a tender for a different lot under ROK LV3, provided that prior approval is obtained from the Contracting Authority.
18	Par. 2.5.2	Descriptive document	In paragraph 2.5.2 of the descriptive document, a professional liability insurance (PLI) is required for an amount of at least €2,500,000 per incident and €5,000,000 per year. This is a significant increase compared to the current ROK and, in our view (and that of our insurer), is not proportionate to the risks associated with assignments in lots 7 and 8. Can the required insurance amount for the PLI be reduced for these lots to €1,000,000 per claim and per insurance year?	We agree to lower the professional liability insurance (PLI) per incident and per year to €1,000,000.00 for lots 7 & 8.
19	Par. 2.5.4	Descriptive document	In paragraph 2.5.4 of the descriptive document, the suitability requirement states that within 10 working days after a written request from the Contracting Authority, a quality assurance certificate must be submitted. If your company does not have a quality assurance system in accordance with ISO standard 9001:2015, but has implemented equivalent quality assurance measures, you must prove this within the prescribed period by submitting a declaration from an independent accredited body. This declaration must describe the measures taken. This declaration must then also be submitted as supporting evidence. This requirement is new compared to the previous Aviation Framework Agreement and excludes many SMEs. This was also not communicated earlier. Starting a costly and labour intensive ISO 9001 trajectory at this stage is no longer possible within the tender deadline. The proposed alternative to ISO 9001 — namely that quality assurance must be demonstrated by an independent accredited body — in practice also amounts to an ISO 9001 equivalent quality system. Question: Can this suitability requirement be removed?	Not agreed, see the answer to question 3.
20	Par. 2.5.4	Descriptive document	You require a quality assurance system ISO 9001 (or an equivalent system, but with evidence from an accredited body), also for all subcontractors. We have several questions regarding this:  Does this requirement apply at the moment of awarding the framework agreement, or at the moment of awarding a specific call off contract / assignment? Are you willing to accept that subcontractors who adhere to the main contractor's quality management system do not need their own ISO certificate? This would prevent small specialist parties (for whom it is not clear in advance whether interesting assignments will arise under the framework agreement) from being excluded from participation.	Sub question 1: The quality assurance system applies upon awarding of the framework agreement. Sub question 2: Yes, that is possible. See also the answer to question 3.
21	Par. 4.1	Descriptive document	The timeline until April 7 for submitting a very extensive proposal with multiple parties is ambitious (especially considering the upcoming February holiday). Could you provide justification on whether a one month extension would be possible?	No, this is not possible. The current Aviation 2 framework agreement has an end date of 1 September 2026. Before this date, the contracting authority wishes to have concluded a new framework agreement.
22	Par. 4.1	Descriptive document	Given the current timeline toward the submission deadline, combined with the quality documentation, the verification/alignment of references, and the administrative workload, the workable time is practically limited due to, among other things, the spring holiday and the Easter weekend. In order to submit a complete, carefully prepared, and well verifiable proposal (and thereby ensure comparability in the evaluation), we request that you move the submission deadline. Do you agree to postponing it to 21 April 2026?	No, this is not possible. The current Aviation 2 framework agreement has an end date of 1 September 2026. Before this date, the contracting authority wishes to have concluded a new framework agreement.
23		Descriptive document	In specific cases, cooperation between consortia could be of added value for IenW, for example when essential expertise is distributed across multiple consortia. Are there possibilities within the framework contract (after prior approval and in exceptional cases) to allow cooperation between consortia?	See the answer to question 17.

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24		Descriptive document	Are you planning, under the new Framework Agreement, to also issue assignments that lie at the intersection of civil and military aviation? For example, assignments related to Flexible Use of Airspace and the military co use of civil airports?	At this time, there are no concrete short-term plans for assignments on this subject. Flexible use of airspace is, however, typically a topic that would be commissioned under this lot (5 – Airspace).  The same applies to military joint use of civil airports (and vice versa); depending on the precise scope of the assignment, such projects could fall under Lot 2 – Living Environment.
25		Descriptive document	Although the estimated total value of the framework agreement is €72.5 million (excluding VAT), experience with the current ROK shows that only a small number of assignments exceeded €200,000. How does the contracting authority expect this to change under the new ROK?	We cannot provide assumptions or direction on this. The volume depends on political, economic, budgetary, administrative, or organisational developments within the Contracting Authority and the associated contraction or growth of the Client, as well as the Client's role and responsibilities within central government. As a result, the demand for services under the Framework Agreement may change, which affects the eventual utilisation of the Framework Agreement and therefore also the distribution between effort based assignments (temporary staffing) and result based assignments (deliverables/reports).
26		Descriptive document	Is partial compliance with the required Core Competencies sufficient to submit a tender for a parcel where multiple Core Competencies are specified?	For lot 1 tenderers must be able to demonstrate at least one of the mentioned five core competencies. For all other lots the tenderers must demonstrate that it is able to meet all the core competencies.
27		Descriptive document	Given that the parcels are largely technical in scope, how does the contracting authority intend to ensure access to sufficient strategic support, for example in relation to advice on the Aviation Policy Memorandum (Luchtvaartnota)?	The contracting authority will provide, if needed and in case not publically accessible, additional information in the request for subsequent agreements.
28		Descriptive document	How does the contracting authority plan to address the need for strategic advice and support in achieving the organisation's 'taakstelling', given the predominantly technical nature of the parcels?	Achieving the organisation's 'taakstelling' is not within the scope of this framework agreement.
29	7	Annex 1 – Lot Description for Lots 1 - 8	For lot 7, it is stated that "control and project and programme management" concerns the departments, projects, and programmes of the Aviation Directorates. Could you provide several examples of possible requests under this lot?	Possible subsequent requests under this lot could be: manager projectcontrol for the Unmanned Aviation department, projectmanager of a subsidy scheme, planning management advisor at the Programme Area Airport Schiphol, information provision employee across departments.
30		Annex 1 – Lot Description for Lots 1 - 8	In which lot do sustainability studies fall that are not directly related to energy carriers or pricing? For example: standardisation, non CO <sub>2</sub> climate effects, behavioural effects, climate targets, etc.	These types of studies can fall under Lot 3 (see the scope description, which includes standards as well as national and international obligations and targets, including climate goals and the policy approach to non-CO <sub>2</sub> climate effects). Related questions may also appear under Lots 2 and 4.
31		Annex 16 – Model reference contracts	In section 5 of the 'model reference assignments', a "Description and reference number" is requested. We do not assign general reference numbers to all the assignments we carry out. Would you agree to omit the reference number in section 5?	If you do not assign reference numbers to your assignments, you do not need to include them in section 5. However, you must include the description of the assignment, as well as the results achieved, such as quantities, delivery times, etc.
32	GD-7	Annex 2 – Programme of Requirements	You write: "If a supplier suspects that there is a possible conflict of interest when a specific contractor will compete for a contract, they must report this as soon as possible, but no later than the submission of a further quotation, to the Contracting Authority so that it can initiate an investigation in a timely manner." Is the Ministry of Infrastructure and Water Management (IenW) willing – in the interest of transparency and the prevention of possible conflicts of interest – to disclose, after the final award of ROK3, which consortia (and in which composition) have been awarded which lots?	Yes, after the final award, a publication will be made on TenderNed of the contract award notice, indicating for each lot the main contractor(s) to whom the framework agreement has been awarded. After the final award, framework contractors will receive the ROK LV3 manual, which includes all suppliers and their subcontractors, partners, and consortia.
33	PO-3	Annex 2 – Programme of Requirements	Replacement of personnel (requirement PO-3) Requirement PO 3 obliges the Contractor to replace personnel at the Client's first request. The Contractor requests that this requirement be amended to state that replacement will only take place after prior consultation between the Client and the Contractor, and that the Contractor must agree to the replacement before it is implemented. Are you willing to amend this requirement?	No, the requirement will not be amended. As described in PO 3, an evaluation will take place before the Client submits the request to replace the consultant.
34	PO-6	Annex 2 – Programme of Requirements	Based on requirement PO 6 in the Schedule of Requirements, the Client may request that the Contractor's Personnel provide certificates of conduct or undergo a pre employment screening. We consider this provision unreasonable in light of privacy regulations. In addition, all our employees have already undergone extensive screening in accordance with our own pre employment screening policy (of which a certificate of conduct is a part). We request that you declare requirement PO 6 inapplicable. Are you willing to do so?	No, PO 6 will not be declared inapplicable.
35	RS- 3	Annex 2 – Programme of Requirements	Can you explain what is meant by "national coverage area," as referred to in Annex 2 – Schedule of Requirements ROK LV3, under RS 3 (knock out requirement)?	RS 3 does not exist. The contracting authority assumes that you mean GD 3. This means that you must be able to carry out subsequent assignments throughout the entire Netherlands and, optionally, in the Caribbean Netherlands.
36	SR-1	Annex 2 – Programme of Requirements	Does the 2.5% SROI obligation also apply to smaller assignments, for example below €50,000?	For the SROI obligation, the following applies: The Supplier must annually allocate 2.5% of the turnover invoiced by them and paid by IenW to contribute to SROI (see SR 1). This therefore applies to the total turnover of all subsequent assignments invoiced by you and paid by IenW.

Question no.	Add. Info	Document	Question	Answer
37	PR-1	Annex 2 – Programme of Requirements	Is it possible to apply price indexation at the level of the framework agreement? Otherwise, as a supplier, we are dependent on the individual choices made for each Further Offer Request. We believe it is more appropriate to allow indexation based on the total framework agreement that is concluded.	No, this is not possible. See Article 4.4 in Annex 7 – Concept Framework Agreement.
38	P1	Annex 3 – Sub-award Criteria – SG1 Case Question Lot 1	Under the heading "Dilemma," it is stated that it has been explicitly decided that the current Aviation Safety System Monitor will (initially) not serve as an additional supervisory instrument. Is the interpretation correct that this principle may be abandoned in the elaboration of the requested approach?	Yes, the new monitor will increasingly become a steering instrument for the 'Coördinatiegroep Luchtvaartveiligheid' (responsible for guiding the implementation and maintenance of the State Safety Programme) in order to better align with the International Civil Aviation Organization (ICAO) and European Union Aviation Safety Agency (EASA) systematics. However, it will not become an additional supervisory instrument, since the steering mainly concerns internal actions aimed at properly setting up and maintaining the system, and therefore does not relate to entities under supervision in operational practice.
39	P1	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	In several lots, including lot 1, you state the following: "You must elaborate the above in a maximum of 4 A4 pages, excluding the cover page and table of contents, using Verdana font size 9. If the maximum number of pages is exceeded, these will not be assessed. There is also room for supporting visual material such as tables or (process) diagrams, etc." If the maximum is exceeded, will (1) only the text on page 5 and beyond not be assessed, or (2) will the entire text not be assessed?	For clarification, this will be adjusted. The text for Lot 1: 'You must elaborate on the above in a maximum of 4 A4 pages, excluding cover page and table of contents, using font Verdana 9. If you exceed the maximum number of pages, these will not be evaluated. In addition, there is room for supporting visual material such as tables or (process) diagrams, etc. The text in the image must be legible (without needing to enlarge it). The supporting visual material must add value to the case description and may not contain new information.' will be replaced by: When answering Sub-award Criterion 1 of Lot 1, you must submit a maximum of 6 A4 pages, using font 'Verdana' and font size '9'. The maximum number of A4 pages indicated includes any images/illustrations. The text in the image must be legible (without needing to enlarge it). If you submit more than the specified maximum number of A4 pages, the pages exceeding the maximum will not be evaluated. You are allowed to add a title page and/or divider/cover page. These do not count towards the maximum number of pages. A title page and/or divider/cover page should only state which Sub-award Criterion it concerns. The text for Sub-award Criterion 1 for Lots 2 to 8 will be adjusted in the same manner. The following maximum number of pages applies to these lots:  Lot 2: maximum 6 A4 Lot 3: maximum 6 A4 Lot 4: maximum 5 A4 and a maximum of 2 A4 for the hypothesis Lot 5: maximum 6 A4 Lot 6: maximum 6 A4 Lot 7: maximum 4 A4 Lot 8: maximum 5 A4
40	P1	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	You write for several lots, including lot 1, the following: "You must elaborate on the above in a maximum of 4 A4 pages, excluding cover page and table of contents, using Verdana 9 font. Any pages beyond the maximum indicated will not be assessed. In addition, there is room for the use of supporting visual material such as tables or (process) diagrams, etc." Does the space for supporting material fall within the 4 pages or not? If not, is there a page limit for this?	See the answer to question 39.
41	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	In the description of the case question it states: "This study must provide insight into the policy options and preconditions in order to make a well considered and future oriented choice." Which choice is being referred to here? What is the explicit decision that the contracting	The government of Bovenland would like to determine which energy mix it should prioritize, which policy options are desirable to achieve this, and which preconditions need to be arranged by the government of Bovenland.
42	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	What is the time horizon of the study (e.g. 2030 / 2035 / 2040 / 2050)?	2050
43	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	Which preconditions are non negotiable (e.g., CO <sub>2</sub> reduction targets, biodiversity, water use, air quality)?	Preconditions are those elements that must, at a minimum, be put in place by the government in order to realize the desired energy mix. Since European and Dutch legislation (coincidentally) applies in Bovenland, these are the minimum preconditions that must be met, including the (statutory) targets relating to these matters (such as all Fit for 55 measures).
44	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	What data is available for island Y? What is the current and expected fuel demand for Airport Y (per year, per aircraft type, and per flight segment)?	X Airport, located on the island of Y, is comparable to an airport with the size and traffic profile of Düsseldorf or Brussels. Both handle intercontinental flights but are primarily focused on intra-European traffic.  Given the airport's island setting, there are relatively more short-haul flights to cities on the mainland. Publicly available data from these airports can be used for this purpose.
45	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	To what extent are fuel import considerations and strategic autonomy/relevance factors in the decision making of island Y?	An important consideration. It concerns determining, given the island context, what the best choices are in terms of fuel mix. The new coalition agreement can be used as a starting point for this.

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46	P3	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	What is the desired study timeline and the fixed milestones (decision points that need to be met)?	The study is planned to take approximately six months. We expect at least a position paper (after one month) and a final report/final presentation. In addition, stakeholders should be involved throughout the process, with the manner of their involvement left to the researcher's discretion.
47	P4	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	For the case question of lot 4, a research report is requested. You also mention that aspects such as planning, a description of interim and final deliverables, and working methods will be assessed. The terminology 'approach/elaboration' is also used. Could you clarify whether, for this case question, you are seeking a research justification with the applied methodology that can be attached to a report, rather than a substantive research (report)?	For this case study, you are asked to develop a research design and an action plan.
48	P4	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	The case question for lot 4 concerns a new system for levying aviation tax. Could you indicate which variants of design and measurement you would like to see elaborated at a minimum?	<p>Four options:</p> <ol style="list-style-type: none"> <li>1. A fixed rate for all distances and for all travel classes.</li> <li>2. A fixed rate for all distances, with a 100% surcharge for business class.</li> <li>3. Three distance categories (increasing rates) for all travel classes: <ul style="list-style-type: none"> <li>- 0 to 2,000 km</li> <li>- 2,000 to 5,500 km</li> <li>- &gt;5,500 km</li> </ul> </li> <li>4. Three distance categories (increasing rates) with a 100% surcharge for business class: <ul style="list-style-type: none"> <li>- 0 to 2,000 km</li> <li>- 2,000 to 5,500 km</li> <li>- &gt;5,500 km</li> </ul> </li> </ol> <p>The contractor will submit a proposal (within the project itself, not in the tender) regarding the differences between the rates for the distance categories.</p>
49	P4	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	For the case question of lot 4, you indicate that a distinction must be made between short term and long term effects. Could you clarify how you define short term and long	By short term we mean within the next 5 to 15 years; by long term we mean over the next 20 to 30 years
50	P4	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	For the case question of lot 4: for the classification by travel class, can we use economy vs. business, or do you require a different/more detailed classification?	By classification by travel class, we mean economy vs. business.
51	SA1 & SA2	Annex 3 – Sub-award Criteria 1 – Lots 1 to 8	Are the five substantive assessment criteria of the case studies in SA1 and SA2 weighted equally?	The Contracting Authority assumes that you mean SG 1 for lots 1 through 8. The following sentence will be added (BD, paragraph 3.2.1 sub award criteria, page 25): "The overall picture of the individual sub aspects mentioned above and the extent to which the elaboration aligns with the question will be assessed."
52	V. 1.2	Annex 4 – Sub award Criterion 2	V1.2 of the questionnaire concerns the use of AI. Several options are listed. It is not entirely clear to me what is meant by an "own, segregated" AI application. Could you clarify what would and would not be considered an own, segregated application?	There is an own, segregated AI application (also referred to as Private AI) when the artificial intelligence operates within a controlled, secured infrastructure, and where data does not leave the secure environment. Examples include hosting an AI model in an isolated cloud environment or in an in house local data center. Purchasing licenses from AI providers under consumer level terms does not fall under segregated AI applications, because in such setups the (meta)data is still shared with the provider of the AI system.
53	V. 3.3	Annex 4 – Sub award Criterion 2	V3.3: We strongly request that the contracting authority / the Ministry of Infrastructure and Water Management (I&W) remove the last answer category and recalibrate the remaining categories in terms of points. Although we understand and take seriously the importance of conflict of interest, attempting to enforce or encourage not delivering services to clients other than the contracting authority (I&W in this case) may potentially conflict with the Dutch Competition Act (Mededingingswet). It is certainly a classic example of potential abuse of economic dominance by the purchasing party. Rewarding, through a higher score, the exclusion of service delivery to other parties—i.e., parties other than I&W—across the full scope of the framework contract in terms of time and subject matter, is not in line with how a socially responsible contracting authority such as the government typically procures in a market.	Not agreed. V3.3 remains unchanged.
54		Annex 4 – Sub award Criterion 2	Our consortium consists of multiple organizations. Can we assume that we may complete the questions as a consortium, and that the answers therefore apply at the consortium level? And thus are not applicable to all individual organizations within our consortium?	Yes, you may complete the questions as a consortium.

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55	Art. 1.3	Annex 7 – Concept Framework Agreement	Because deviations from the agreement may be agreed upon in the Memorandum of Information (Nota van Inlichtingen), and the documents belonging to the tender are also being refined, we propose explicitly adding the Memorandum of Information at the top of the hierarchy listed in Article 1.3 of the Agreement. Can you agree to this? If not, why not?	Article 1.3 of Annex 7 (concept framework agreement) will be amended as follows: The following documents jointly constitute the Framework Agreement. Insofar as these documents conflict with one another, the document mentioned earlier shall prevail over the one mentioned later:  this document; the Memoranda of Information; the ARVODI 2025; the Descriptive Document including annexes; the Tender.
56	Art. 10.1	Annex 7 – Concept Framework Agreement	Article 10.1 is not entirely clear – does it refer only to the insurance, or also to the liability amounts?	It concerns both.
57	Art. 8.3	Annex 7 – Concept Framework Agreement	Of course, we are willing to cooperate with an audit and we will also provide all data necessary for this purpose. However, we request that you limit the audit right to what is required to verify the accuracy of the invoice. In view of the above, are you willing to restrict Article 8.3 in this way and take the following requirements into account, and amend the provision accordingly?  the audit to be carried out is announced in good time and coordinated with the Contractor in advance as much as possible; given confidentiality agreements with third parties, no access is granted to (digital) systems, but only to stand alone files containing the relevant information; strict confidentiality is observed with regard to all information reviewed; the audit hinders the Contractor's operations as little as possible; the Contractor's internal house rules are respected; the costs of the audit are borne by the Contractor only if there is a material deviation in invoice amounts.  If not, why not?	Agreed.
58		Annex 7 – Concept Framework Agreement	Because the Contractor is part of an organization that is subject to various forms of supervision, specific regulations regarding independence apply to it. These regulations oblige the Contractor to terminate the engagement in extreme cases if its performance would conflict with laws or regulations. To prevent the Agreement from conflicting with these mandatory regulations, an additional clause must be agreed upon regarding termination of the Agreement. Are you willing to include the following in the Agreement? "Contractor is entitled to terminate the Agreement with immediate effect by means of a written notice to the Client if the Contractor determines that (a) the government, a supervisory authority, a professional organization, or an administrative body has introduced new laws or regulations, decisions, policies, or instructions, or has amended existing laws or regulations, decisions, policies, or instructions, as a result of which the performance of the Agreement would become wholly or partially unlawful or otherwise improper, or would conflict with independence or professional rules, or if (b) circumstances have changed in such a way that performance of the Agreement by the Contractor would become wholly or partially unlawful or otherwise improper, or would conflict with independence or professional rules.	Agreed.
59	Art. 10.1	Annex 7 – Concept Framework Agreement	Liability Insurance (Art. 10.1 Agreement) Can you confirm what exactly is meant in Article 10.1 of the Agreement regarding the liability insurance? The current wording does not appear to be grammatically correct, and as a result it is unclear what exact obligation rests with the Contractor.	By way of derogation from Article 19.2 of the ARVODI-2025, the Contractor shall have a business liability insurance with coverage of at least € 2,500,000 per incident and € 5,000,000 per year. See also the answer to question 18.

Question no.	Add. Info	Document	Question	Answer
60	Art. 2.1	Annex 7 – Concept Framework Agreement	Unilateral extension option (Art. 2.1 Agreement) Article 2.1 of the Agreement grants the Client the unilateral right to proceed with an extension. This does not appear reasonable to the Contractor, and any extension should always occur through consultation and written agreement. Are you willing to amend this article accordingly?	No, the purpose of concluding the framework agreement is precisely to enter into a collaboration with each other for at least 2 years, with an optional extension of 1×2 years. With reference to Annex 8 – ARVODI 2025, termination and cancellation are possible under Articles 21.1 through 21.4.
61	Art. 7	Annex 7 – Concept Framework Agreement	Intellectual property rights (Art. 7 Agreement in conjunction with Art. 23 ARVODI 2025) Intellectual property rights to statements and reports belong to the Contractor and are not transferred to the Client. If this were otherwise, it would imply that a client would be entitled to modify and further distribute statements and reports. The Client obtains a right of use for internal purposes. Based on the above, we therefore propose to declare Article 7 of the Agreement and Article 23 of ARVODI 2025 inapplicable and to include the following provision in the Agreement: "The Contractor retains all intellectual property rights with respect to the results of its work. All intellectual property rights that the Contractor uses or has used during the performance of the assignment for the Client, or that arise from it, or that it develops or has developed, belong to the Contractor. The Client is expressly prohibited, except where required by law, from reproducing, publishing, or exploiting products in which intellectual property rights of the Contractor are embodied, or products upon which intellectual property rights rest for which the Contractor has acquired usage rights, including but not limited to computer programs, system designs, methods, advice, (model) contracts, and other intellectual creations of the Contractor, all in the broadest sense of the word. The Client obtains a right of use for internal business purposes with respect to the delivered results.	We do not agree with your proposal. The reason for this is that a usage right limited to internal business purposes is not sufficient for us with respect to the deliverables. For example, we may need to provide the deliverables to third parties, such as the House of Representatives. Active and passive disclosure obligations under the Open Government Act (Wet open overheid) may also require us to publish the deliverables. If the deliverables consist of models or similar items, it is important for us to obtain the intellectual property rights in order to use those results and/or make them available. Finally, we want to emphasize that we do not wish to obtain the intellectual property rights in order to "alter statements and reports," as suggested in the question.
62	Art. 8.2	Annex 7 – Concept Framework Agreement	Providing information (Art. 8.2 Agreement) Are you willing to add to Article 8.2 of the Agreement that the Contractor will provide information to the Client insofar as this can reasonably be required of the Contractor?	Agreed.
63	Art. 8.3	Annex 7 – Concept Framework Agreement	Audit (Art. 8.3 and 8.4 Agreement) The audits referred to in Articles 8.3 and 8.4 of the Agreement are formulated too broadly. The Contractor proposes the following wording: "The Client may conduct (or have conducted) an audit once per year, or when specific circumstances give cause to do so. The Client must notify the Contractor in a timely manner. The audit concerns the elements of the services relevant to the assignment and may not infringe upon confidentiality obligations agreed with third parties. The Contractor will provide all reasonable cooperation with audits. The costs of the audits shall be borne by the Client.	Agreed.
64	Art. 9	Annex 7 – Concept Framework Agreement	The Contractor considers it too far reaching that all research materials must be transferred to the Client. The Contractor is also bound by statutory provisions and professional rules regarding retention periods. For clarity: as stated in the previous question, the Contractor will also remain the rights holder of the intellectual property rights of the work. Are you therefore willing to declare Article 9 inapplicable?	No, we are not willing to do so. First of all, we emphasize that we did not give an affirmative answer to the earlier question you refer to (number 61). We refer to our response to that question, which explains that – and why – we have an interest in obtaining the intellectual property rights.
65		Annex 7 – Concept Framework Agreement	The Contractor notes that no template for the Subsequent Agreement (Nadere Overeenkomst) has been shared yet. Is this template already available so that the Contractor can also review this agreement?	No, the Subsequent Agreement (Nadere Overeenkomst) is not part of the tender documents and is therefore not shared.

Question no.	Add. Info	Document	Question	Answer
66	Art. 11.1	Annex 8 - ARVODI 2025	<p>Article 11.1 ARVODI-2025 lists three statutory exceptions to the duty of confidentiality. For the Contractor, an additional exception is necessary for situations in which professional rules require the Contractor to disclose information, or where disclosure is necessary for the Contractor to defend its own interests, in or out of court. It is also additionally necessary that information may be shared with affiliated entities within the same group and with advisors engaged by the Contractor.</p> <p>We therefore propose to add the following text after '... to the disclosure thereof': '... or insofar as the Contractor (i) is obliged or entitled to do so on the basis of applicable (professional) rules, (ii) disclosure is necessary for the defence of its legitimate interests in or out of court, or (iii) disclosure is necessary for the performance of the Agreement, including the provision of information to entities affiliated with the Contractor or to advisors engaged by the Contractor.'</p> <p>Are you able to agree to this? If not, why not?</p>	Agreed.
67	Art. 11.3	Annex 8 - ARVODI 2025	<p>Article 11.3 Confidentiality – We cannot agree to this broad audit authority. Can you agree to the following addition to Article 11.3? 'Audits shall not be carried out by competitors of the Contractor and shall be limited to the confidential information relating to the performance of the Services.</p>	Not agreed. However, agreed with the answer to question 63.
68	Art. 11.3	Annex 8 - ARVODI 2025	<p>The text of Article 11.3 does not specify in what manner the Client intends to exercise supervision, nor what that supervision entails. Could you clarify what is meant by this supervision? Could you also confirm that this supervision does not mean that the Client seeks access to the Contractor's office locations or to all of the Contractor's documents? We consider such a right of supervision – which amounts to a disguised audit right – regarding the storage and use of confidential information by the Contractor to be both unworkable and unnecessary. The confidentiality obligations and the related requirements are already sufficiently safeguarded in the contractual provisions. Moreover, the Client may assume that the Contractor, as a professional organization, will treat the confidential information in accordance with the agreement. Should this not be the case, the Contractor can be held liable in accordance with the agreement. In view of the above, we request that Article 11.3 be declared inapplicable. Can you agree to this? If not, why not?</p>	Agreed.
69	Art. 11.4	Annex 8 - ARVODI 2025	<p>Article 11.4 Confidentiality – The Contractor is a member firm of a network of affiliated member firms, each of which is a separate legal entity. Given the way in which the Contractor is organised, it is necessary for the Contractor, in the context of its services, to be able to share information with other member firms within our network. This information is shared, among other things, for internal (supporting) purposes, including administration and/or IT support, compliance with supervisory requirements and legal obligations to which the Contractor is subject, and the prevention of conflicts of interest. Can you confirm that the term 'third parties' as used in this article does not refer to our member firms?</p>	Agreed.
70	Art. 12	Annex 8 - ARVODI 2025	<p>Processing of data (Art. 12 ARVODI 2025) Insofar as personal data are processed in the course of providing our services, the Contractor considers itself to be a controller within the meaning of the GDPR. This means that the Contractor does not enter into data processing agreements with clients. The background to this position is that the Contractor provides its services as a professional, independent advisor. The Contractor determines entirely independently how it will perform its work, which means it uses, and prepares its advice independently. This independence is essential for the Contractor to continue ensuring the quality of its services. The obligation to follow instructions from the client, as a processor must do, inherently undermines the quality of the services. Do you share our view that, since the Contractor, as controller, will not receive any instructions from the Client regarding the processing of personal data, no data processing agreement as referred to in Article 12.3 ARVODI 2025 will be established in the context of this assignment? If not, why not?</p>	<p>We understand your explanation regarding the division of roles and the importance you attach to maintaining your independent position as an advisor. At the same time, Article 12 of the ARVODI 2025 and the GDPR make clear that the qualification of parties as a 'controller' or a 'processor' cannot be determined solely by the parties themselves, but depends on the actual processing activities carried out in the context of the assignment. If and to the extent that, in performing the assignment, you process personal data for which we determine the purposes and means, you qualify as a processor and a data processing agreement is indeed required. Conversely, if it turns out that you process personal data solely for your own purposes, then you are indeed a controller, and Article 12.3 ARVODI 2025 does not apply.</p>

Question no.	Add. Info	Document	Question	Answer
71	Art. 12.1	Annex 8 - ARVODI 2025	Article 12.1 – Data Processing Are you able to agree to the following replacement of Article 12.1? "The Contractor may use the data provided by the Client for benchmarking, analysis, research and development, thought leadership, and related purposes, and to improve the services, provided that such use does not publicly identify the Client or refer to the Client. In all cases, the Contractor will comply with applicable law and (professional) regulations.	Not agreed.
72	Art. 13.2	Annex 8 - ARVODI 2025	With respect to Article 13.2: Dienst Justis states on its website that issuing a Certificate of Conduct (VOG) can take up to 8 weeks. The Contractor therefore has no influence over this. A deadline of 'no later than three Working Days before commencement of the activities' is therefore not always realistic. We therefore propose the following as replacement text: "The Client may request that the Contractor's Personnel provide certificates of conduct." Can you agree to this? If not, why not?	Agreed.
73	Art. 13.2	Annex 8 - ARVODI 2025	Could you clarify what a security investigation, as referred to in Article 13.2, entails exactly?	The contracting authority assumes that you mean Article 13.3. A security screening is carried out by the AIVD. For more information, see the website <a href="https://www.aivd.nl/onderwerpen/taken-van-de-aivd/veiligheidsonderzoek/wat-is-een-veiligheidsonderzoek">https://www.aivd.nl/onderwerpen/taken-van-de-aivd/veiligheidsonderzoek/wat-is-een-veiligheidsonderzoek</a> .
74	Art. 17	Annex 8 - ARVODI 2025	Article 17 We do not provide a bank guarantee. We propose to declare this provision inapplicable. Can you agree to this?	No, the Contracting Authority cannot agree to this. If applicable, the Client will provide the standard bank guarantee template to be completed.
75	Art. 19	Annex 8 - ARVODI 2025	Article 19 – Liability We appreciate that you are willing to limit the liability. The proposed cap, however, contains a higher level of liability than we are accustomed to agreeing with our Clients. In view of the foregoing, we request that you replace the text of Article 19.2 ARVODI with the following: "Unless the Parties have agreed otherwise, (...), whereby the liability is limited to a maximum of three times the contract value per contract year, or part thereof, for which the Agreement is in force, up to a maximum of EUR 5,000,000 per contract year, or part thereof, for which the Agreement is in force." Are you able to agree to this?	Not agreed.
76	Art. 19	Annex 8 - ARVODI 2025	Article 19 – Liability The Contractor must be able to rely on the information provided to him/her. It is the Client's responsibility to provide the Contractor with information that is accurate, complete, and reliable. Any damage resulting from the provision of incorrect or incomplete documents and/or information, and which is consequently suffered by the Client, must be compensated by the Contractor. We kindly request that you add the following provision to Article 19: "The Client shall indemnify the Contractor against claims from third parties for damage caused by the fact that the Client, or third parties engaged by the Client, have provided the Contractor with incorrect and/or incomplete documents and/or information, unless the Client can demonstrate that the damage is not related to culpable acts or omissions on the part of the Client, or was caused by intent or gross negligence on the part of the Contractor.	Not agreed.
77	Art. 19	Annex 8 - ARVODI 2025	Article 19 – Liability Under the law, the Contractor is liable for the auxiliary persons and subcontractors it engages. To protect the Contractor's auxiliary persons and subcontractors, we request that the following be added to Article 19: "The Client shall raise and/or exercise any complaints, claims, and rights of recourse relating to the services, or otherwise arising from this Agreement, exclusively against the Contractor and not against the auxiliary persons and/or subcontractors engaged by the Contractor."	Not agreed.

Question no.	Add. Info	Document	Question	Answer
78	Art. 19	Annex 8 - ARVODI 2025	<p>The limitation of liability included in Article 19 ARVODI 2025 raises several questions. Only once the actual contract value is known can it be determined whether the outcome is proportionate and whether the proposed caps do not result in an unbalanced allocation of risks. Paragraph 3.9.1.1 of the Proportionality Guide (3rd revision, 2022) stipulates that when establishing a limitation of liability, due consideration must at least be given to the actual risks faced by the contracting authority, as well as the limits customary in the sector concerned, taking into account the nature and scope of the assignment.</p> <p>In order to clarify the provision, align the liability with our role and responsibilities in the context of the assignment, and ensure consistency with the Proportionality Guide and what is customary in our industry, we propose a new provision to replace the current Article 19.2. This proposal corresponds to the optional clause included in the ARVODI 2025 model Service Agreement:</p> <p>'Notwithstanding Article 19.2 of ARVODI 2025, the liability referred to in that paragraph is limited to direct damage up to a maximum of three (3) times the contract value per event and three (3) times the contract value per contract year, or part thereof, for which the Agreement is in force.'</p> <p>Are you willing to include this deviation from Article 19.2 in the agreement, or alternatively amend Article 19.2 accordingly?</p> <p>In addition, we propose adding the following to Article 19.2:          'The Contractor shall never be liable for limitations in use, loss of data, commercial agreements, goodwill, revenue, or profit (regardless of whether such damage is considered direct, indirect, or consequential), nor for any other indirect or consequential damage in connection with the Agreement. The Contractor is not liable for damage resulting from false, misleading, or incomplete information provided by the Client or third parties.'</p> <p>Can this interpretation of the optional clause be adopted? If not, what amendment is proposed and why?</p>	<p>We do not agree with the proposed clarifications and addition. With regard to liability, we maintain the requirements and conditions as set out in the procurement documents, including the ARVODI 2025.</p>
79	Art. 19.3	Annex 8 - ARVODI 2025	<p>Article 19.3(d) ARVODI 2025 results in the Client being able to pass on regulatory fines to the Contractor in full and without limitation. Such fines, however, are primarily punitive in nature and, in principle, fall within the risk sphere of the controller. The processor acts within the instructions of the controller. Without limitation, double liability may arise—namely recourse by the Client and a fine imposed on the Contractor for the same facts. This is not necessary for effective enforcement of the GDPR and does not align with the proportionality requirements under the Public Procurement Act and the Proportionality Guide. Furthermore, such unlimited liability is virtually uninsurable in the market.</p> <p>To avoid this, we request that the last sentence of Article 19.3(d) be amended as follows:          'Damage shall also include a fine imposed by the supervisory authority, but only insofar as and to the extent that it is directly attributable to the Contractor due to a breach attributable to the Contractor, and excluding double recovery where the Contractor itself has been fined by the supervisory authority.'</p> <p>Can you confirm that this amendment may be adopted? If not, what alternative wording do you propose and why?</p>	<p>Thank you for your explanation regarding Article 19.3(d) of the ARVODI 2025. We understand your concerns about potential unlimited liability and the insurability of supervisory authority fines. At the same time, Article 19 of the ARVODI aligns with our responsibility as controller and with the obligation to require appropriate safeguards from contractors who process personal data in the performance of the assignment.</p> <p>We will not adopt the proposed wording verbatim, as the ARVODI terms must generally be applied uniformly and because a complete exclusion of liability for fines is not consistent with the allocation of responsibilities under the GDPR where damage results from an attributable failure or negligence on the part of the contractor.</p> <p>However, we are open to a clarification that prevents:</p> <ul style="list-style-type: none"> <li>– liability arising for fines that cannot be attributed to your actions, or</li> <li>– double recovery in cases where you have yourself been fined by the supervisory authority.</li> </ul> <p>We therefore propose to include that recourse is only possible insofar as the fine is 'directly the result of a breach attributable to the Contractor of obligations arising from the assignment or the GDPR'.</p> <p>This provides a clear and proportionate delineation, aligns with the structure of the ARVODI, and avoids double liability, without excluding essential responsibilities.</p>
80	Art. 19.5	Annex 8 - ARVODI 2025	<p>Article 19.5 provides that damage suffered by the Contractor or third parties as a result of the use of items belonging to the Client shall be entirely at the Contractor's expense and risk. Unlike Article 19.4, Article 19.5 contains no reference to Articles 19.2 and 19.3. To avoid a disproportionate shift of risk and to ensure consistency within Article 19, we request the following addition to Article 19.5:          'The provisions of paragraphs 2 and 3 apply mutatis mutandis.'</p> <p>Can you confirm that this clarification will be adopted? If not, what alternative wording do you propose and why?</p>	<p>We do not agree with the proposed addition. We see no reason to propose an alternative formulation.</p>

Question no.	Add. Info	Document	Question	Answer
81	Art. 19.5	Annex 8 - ARVODI 2025	<p>With respect to Article 19.5: When the Client shares the results of the Services with third parties, we cannot accept liability towards these third parties. Since we have no contractual relationship with these third parties and they are not known to us in advance, we have no possibility to limit our liability towards them. For this reason, it is customary in the market that the Client indemnifies the Contractor against claims from third parties arising from the use of the results of the Services. After all, the Contractor performs the Services exclusively for the benefit of the Client, and the Client bears the risk for the use of the results of the Services.</p> <p>We therefore propose adding the following provision to Article 19:          "The Client shall indemnify the Contractor against all claims from third parties arising from or related to the work performed or to be performed for the benefit of the Client, unless the Client demonstrates that the claims are not related to culpable acts or omissions of the Client or were caused by intent or wilful recklessness on the part of the Contractor.'          Are you able to agree to this? If not, why not?"</p>	<p>Article 19.5 of the ARVODI 2025 refers to Article 5 of the ARVODI, which states:          "The Parties may agree that, in performing the Services, the Contractor is loaned items that are the property of the Principal. The Principal may attach conditions to such a loan."          The results of the Services cannot be regarded as items within the meaning of Article 5. We therefore see no reason to follow your proposal.</p>
82	Art. 21.3	Annex 8 - ARVODI 2025	<p>With respect to Article 21.3(c), can you clarify that internal reorganisations within the Contractor's group—without any material impact on the delivery of the Services—do not constitute a 'material change' and therefore do not constitute grounds for termination?</p>	<p>No, the Contracting Authority cannot clarify this in advance. The assessment of whether a 'material change' is involved will be made when the change is announced by the Contractor.</p>
83	Art. 23	Annex 8 - ARVODI 2025	<p>Article 23 – Intellectual Property</p> <p>This article is not feasible due to applicable professional regulations. Under applicable laws and professional rules, we cannot and may not transfer intellectual property rights to our clients. In this context, we propose to amend the text as set out below and to grant the contracting authority a perpetual right of use with respect to the Services.</p> <p>'In deviation from Article [23 ARVODI], the following applies:</p> <p>23.1 The Contractor retains all rights to the intellectual property that the Contractor uses, has used, develops, or has developed in the performance of the Services, except where third parties (including but not limited to the Client) are the rightful owners of such intellectual property rights.</p> <p>23.2 The Contractor grants the Client a non exclusive and non revocable right of use for an indefinite period for the purpose of the Services performed under the Agreement. The Contractor warrants that it is entitled to grant this right of use.</p> <p>The Client is expressly prohibited from reproducing, disclosing, and/or exploiting such intellectual property. The Client may not make the intellectual property available to any third party, except for the purpose of obtaining an expert opinion on the Services.</p> <p>The Client has the right to use the results of the Services for its own internal use, insofar as such use is compatible with the purpose of the Assignment.</p>	<p>We do not agree with the text you have proposed. Please refer to our response to question 61.</p>
84	Art. 23	Annex 8 - ARVODI 2025	<p>Article 23 – Intellectual Property</p> <p>Under applicable professional regulations, the Contractor cannot transfer intellectual property rights. We therefore propose to declare Articles 23.3, 23.4, and 23.5 inapplicable.</p>	<p>Not agreed. Please refer to our response to question 61.</p>

Question no.	Add. Info	Document	Question	Answer
85	Art. 23.6	Annex 8 - ARVODI 2025	Article 23.6 – Indemnification regarding infringement of IP rights We cannot agree to this indemnity, as it is unusual in our sector. Are you willing to agree to deleting this indemnity	Not agreed.
86	Art. 24	Annex 8 - ARVODI 2025	Article 24 – Transfer of rights and obligations Can you confirm that the term ‘third parties’ as used in this article does not refer to our member firms?	No, consent is required in the event of a transfer even if it concerns member firms.
87	Art. 26	Annex 8 - ARVODI 2025	Could you indicate the relevance of Article 26 in relation to the requested services? We consider our employment conditions to be an internal business operations matter on which clients have no direct influence. Moreover, it is legally not permitted to disclose individual arrangements made with employees, insofar as that is even the intention. Could you clarify which employment related arrangements you are referring to? Is providing a letter from the tax authorities confirming that we meet our obligations regarding the payment of social security contributions sufficient for you? Or is this provision intended to allow the Client to request additional information? Legislation and regulations may prevent compliance with such requests from the Client. We therefore request that this article be declared inapplicable to the framework agreement. Are you able to agree to this? If not, why not?	Not agreed. The proposal from question 88 will be adopted.
88	Art. 26.3	Annex 8 - ARVODI 2025	Article 26, paragraphs 3, 4 and 5 – Employment Conditions We naturally comply with applicable laws and regulations in the field of employment conditions, as well as any applicable collective labour agreements. However, we cannot agree in advance to your request to provide insight into (individual) employment related arrangements, given their confidential nature. We therefore request that the text of Article 26(3), (4), and (5) be replaced in full with the following wording: ‘The Parties shall consult with each other if the Client sees reason to obtain access, whether or not through competent authorities, to the aforementioned employment-related arrangements. Any provision of requested information by the Contractor shall be anonymised to the extent permitted under applicable laws and professional regulations.’ Are you able to agree to this?	Agreed.
89	Art. 3	Annex 8 - ARVODI 2025	Naturally, we wish to fulfil our obligations under the agreement in cooperation with the Client, but only insofar as our professional rules – including independence rules – permit such cooperation. We also assume that the ‘intended use’ referred to in Article 3 relates solely to the explicitly and formally documented requirements in the Agreement, and not to a broader or independently interpreted meaning assigned by the Client. We therefore propose adding the following wording to the framework agreement, with reference to this article: ‘The Contractor shall perform the assignment in accordance with applicable laws and professional regulations. The Client shall fully respect any obligations arising from these rules for the Contractor. The Contractor shall never be required to undertake or refrain from any act that would conflict or be incompatible with the aforementioned rules. The “intended use” referred to in this article shall exclusively mean: the use that follows directly and unambiguously from the requirements set out in the Agreement.’ Are you able to agree to this proposed wording? If not, why not?	Agreed.

Question no.	Add. Info	Document	Question	Answer
90	Art. 4.1	Annex 8 - ARVODI 2025	<p>Article 4.1 ARVODI 2025 requires the Client's prior approval for the replacement of personnel. In addition, under Article 4.2 ARVODI 2025, the Client may demand that we replace personnel. Our services rely heavily on specialist expertise. To ensure quality, it is crucial that we determine ourselves which employees we deploy, so that the most suitable person is always working on the assignment. It is also sometimes necessary to replace individuals due to staff turnover or long term illness.</p> <p>We therefore propose replacing paragraphs 4.1 and 4.2 with the following wording:  'The Contractor may temporarily or permanently replace persons tasked with the performance of the services. To ensure continuity, the Contractor will, as far as possible, deploy the same individuals, thereby minimising the burden on the Client.  If the Client reasonably considers that a person tasked with the performance of the services lacks one or more of the qualifications set out in the request for proposals, or is not performing the work to the Client's satisfaction, the Parties shall consult on the replacement of the person concerned. The Parties shall seek a reasonable and appropriate solution. The starting point is that persons will be made available who have comparable expertise, education and experience (in accordance with the requirements of the request for proposals).'</p> <p>Is this wording acceptable to you? If not, why not?</p>	Agreed.
91	Art. 6.1	Annex 8 - ARVODI 2025	<p>Art. 6.1 – Subcontracting</p> <p>In the interest of performing the work, it is necessary for us to involve affiliated entities, both in the Netherlands and abroad, in the assignment. This includes, for example, providing administrative and/or IT support and/or engaging knowledge and expertise from another jurisdiction. Nevertheless, we alone will remain responsible to you for the performance of the Services and for all other obligations under the Agreement.</p> <p>Can you confirm that the term 'subcontractors' as used in Article 6(1) does not refer to our affiliated entities, and that we therefore do not require your prior consent for involving affiliated entities?</p>	Agreed.
92	Art. 1.3	Concept agreement	<p>Order of precedence (Art. 1.3 Agreement)</p> <p>Article 1.3 of the Agreement provides that the Agreement prevails over the Nota van Inlichtingen. The Contractor does not consider this reasonable, since possible deviations from the Agreement based on the Nota van Inlichtingen would then not prevail over the Agreement, even though this is the intended effect.</p> <p>The Contractor therefore requests the Client to agree to the following order of precedence:</p> <p>the Nota van Inlichtingen;  the Agreement;  the ARVODI 2025;  the request for proposal, including annexes;  the tender submitted by the Contractor to the Client, dated [day month year], reference [reference].</p> <p>If you are not willing to include the above order of precedence in the Agreement, can you then guarantee that the amendments resulting from the Nota van Inlichtingen will be incorporated into the Agreement?</p>	See the answer to question 55.
93	Art. 21.3	Missing provisions	<p>Absence of interim termination right for the Contractor</p> <p>Under the regulations applicable to us – including those safeguarding our independence – we require a termination option at all times that enables us to terminate the agreement if continuation of the assignment would conflict with applicable regulations or professional standards. We therefore propose the following provision, in addition to Article 21 ARVODI 2025:</p> <p>'In addition to Article 21 ARVODI 2025, the Parties may terminate the Agreement in writing, subject to a notice period of thirty (30) days.'</p>	<p>Article 21 of ARVODI 2025 is supplemented as follows:</p> <p>'The Parties may terminate the Agreement in writing, subject to a notice period of thirty (30) days, if a situation arises in which continuation of the Agreement would be contrary to the regulations or professional standards applicable to the Contractor.'</p>

Question no.	Add. Info	Document	Question	Answer
94		Missing provisions	Absence of indemnity in favour of the Contractor It is desirable and customary within the sector to agree an indemnity in favour of the Contractor. Such an indemnity is, however, missing. Are you willing to agree to the following provision: 'The Client shall indemnify the Contractor against all claims from third parties arising from or related to the work performed or to be performed for the benefit of the Client, unless such claims result from intent or wilful recklessness on the part of the Contractor's managerial staff. The indemnity also covers all damages and (legal) costs incurred or made by the Contractor in connection with such a claim.	Not agreed.
95		Missing provisions	Absence of a fallback provision A generally formulated clause concerning the laws and regulations applicable to the Contractor, including conduct and professional rules, is missing from the Agreement. Are you willing to agree to the following additional wording: 'The Contractor shall perform the assignment in accordance with the applicable laws and (professional) regulations. The Client shall at all times fully respect the obligations arising therefrom for the Contractor and the persons performing the work. The Contractor shall never be required to undertake or refrain from any act that would conflict with or be incompatible with the aforementioned rules.' Are you willing to agree to this?	Agreed.
96		Missing provisions	Absence of a non solicitation clause Under independence regulations, a non solicitation arrangement must be agreed between the Client and the Contractor. The Contractor therefore wishes to include the following provision in the Agreement: 'The Parties shall not, during the performance of the work and for a period of one (1) year after termination of the Agreement, employ or otherwise engage any persons involved in the performance of the work on behalf of the other Party, nor enter into negotiations with such persons regarding such engagement, unless with the prior express written consent of the other Party, which consent shall not be unreasonably withheld.	Not agreed.
<b>Message to the Contracting Authority</b>				
1	Par. 1.5	Descriptive document	The sentence: 'By submitting an offer, you indicate that your Tender complies with the annex 'mandatory entry forms' (see annex 5).' is amended to: 'With your Tender, you must submit a declaration of conformity (annex 5) in which you declare that you agree with the procurement procedure and accept all requirements, conditions, and provisions.	
2	Par. 4.5	Descriptive document	To the sentence: 'Which documents these are is indicated in the table below,' the following clarification is added in the 'when' column: 'upon request.'	
3	Par. 3.1	Annex 5	The words 'Consultancy and Engineering Services (2)' are replaced with 'Aviation Consultancy and Specific Expertise (3)'	