



Annex 3c – Draft Further Agreement regarding the Core Team

Implementation of Framework Agreement, ref. 202409075

FURTHER AGREEMENT REGARDING THE ESTABLISHMENT OF A CORE TEAM, ref. 202409075A,

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister Climate Policy and Green Growth, legally represented in this matter by
... *[signatory's name and position]*,

hereinafter referred to as the Contracting Authority,

and

2. *[Contractor's full name and legal form]*,
which has its registered office in ...,
legally represented in this matter by
..... *[and ...] [signatory's name and position]*,

hereinafter referred to as the Contractor,

WHEREAS:

1. The Contracting Authority and the Contractor concluded a Framework Agreement on *[date]* relating to the implementation of activities in the area of a Technical Support Organisation, ref. 202409075, hereafter referred to as 'the Framework Agreement', which applies to all contracts for the performance of Services that the Contracting Authority awards during the term of the Framework Agreement;
2. As part of the Tender document [ref. 202409075], the Contracting Authority asked Tenderers to submit a Quotation for the establishment of a Core Team as part of their Tender.
3. The Contractor submitted a Tender including a proposed Core Team , *ref. ...*, to the Contracting Authority on *[date]*.
4. The Contractor's Tender, containing a proposed Core Team , was judged to offer the best price-quality ratio and subsequently Contractor was awarded the Framework Agreement and the Further Agreement for the establishment of a Core Team .
5. This Further Agreement lays down the specific conditions applicable to the performance by the Contractor of the establishment of a Core Team .

AGREE AS FOLLOWS:



1. Applicable conditions

- 1.1 This Further Agreement is governed by the provisions of the Framework Agreement, in so far as this Contract does not depart from it. The terms written with initial capitals in this Further Agreement are defined in the Framework Agreement. The term 'Contract' in the ARVODI 2018 is to be read as 'Further Agreement' for the purpose of this Contract.
- 1.2 The conditions included in the Quotation (including price indexation, discounts and guarantees) do not apply in so far as they are less favourable for the Contracting Authority than those included the Framework Agreement.

2. Object of the Further Agreement

- 2.1 The Contracting Authority hereby commissions the Contractor to establish and put at the disposal of Contracting Authority, a Core Team, which commission the Contracting Authority hereby accepts, in so far as this Further Agreement does not depart from it.
- 2.2 The following documents together form the Further Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
- 1 this document;
 - 2 the Framework Agreement (ref. 202409075) including attachments dated [date];
 - 3 the Tender Document (ref. 202409075) including attachments dated [date];
 - 4 the ARVODI 2018;
 5. the Tender in response to the European call for tenders with reference 202409075 and date xx.

3. Personnel

- 3.1 The Contractor shall deploy for the performance of the Task Order specified in the Tender document [ref. 202409075] the following personnel, indicating job profile/level:
- Name: <<xxxx>>, job profile/level: Project Leader
Name: <<xxxx>>, job profile/level: Technical-nuclear lead
Name: <<xxxx>>, job profile/level: Technical-civil lead
Name: <<xxxx>>, job profile/level: Commercial, Contractual and procurement lead
Name: <<xxxx>>, job profile/level: PMO lead
- 3.2 The activities of the Core Team, mentioned in article 3.1, are understood to at least involve:
- 3.2.1 The activities listed under 2.5.4 of the Tender Document.
- 3.2.2 The rendering of reactive general advice and/or support within the TSO scope, as contained in subsection 2.5 of the Tender document, to Contracting Authority following queries or proposals of Contracting Authority staff.



4. Duration

- 4.1 This Further Agreement has an initial contract period of one (1) year starting from <<date>> and ending <<date>>. This Further Agreement has an option to extend, to be exercised unilaterally by the Contracting Authority, under the same conditions, with four (4) times a maximum period of one (1) year. The total duration of the Further Agreement is therefore maximum five years including extension options.
- 4.2 At least three months before the expiration of this Further Agreement contract period, Contracting Authority will communicate to Contractor whether Contracting Authority will extend the Further Agreement, submit a new Request for Quotation or let the Further Agreement expire without succeeding Agreement.

5. Place and time of work

- 5.1 The work ex 3.2 will, in principle, be performed at the offices of The Ministry of Climate Policy and Green Growth at Bezuidenhoutseweg 73, The Hague. Should the execution of article 7.1 of the Framework Agreement be effected, the work come to be performed at the to be defined offices of NEO NL.
- 5.2 The work of the entire Core Team, mentioned in article 3.1, shall be performed from Monday to Friday with each Core Team member for a maximum of 9 hours per day and 40 hours per week.
- 5.3 Parties can agree to temporarily deviate from 5.2, if such is required by specific, temporary and significant circumstances.

6. Financial provisions

- 6.1 The Contractor will perform the Task Order to be provided under this Further Agreement for a price based on actual time worked, using the rates referred to the Tender in response to the European call for tenders with reference 202409075 and date xx.

- 6.2 Payment will be made on receipt and approval of an monthly submitted invoice.

- 6.2.1 **For companies established in the Netherlands only:**
Contractor must send the invoices electronically to:
Ministry Climate Policy and Green Growth
Organisation identification number: 00000003952069570000
Attn. Financiële administratie

Invoices must be sent in one of the three following ways:

- Invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through [Peppol](#);
- E-invoicing through a service provider.

If you create an e-invoice via the invoicing portal, you only need to enter the order number in the field "Reference or order number". Sending more information in the field "Reference or order number" can lead to problems in the automatic acceptance and processing of the invoice.



For more information: <https://www.helpdesk-efactureren.nl/e-facturen-verzenden>

If the invoice does not meet the above requirements or is not sent in the manner stated, this may result in the invoice not being processed or the payment term being extended.

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl.

For questions regarding e-invoicing via an accounting program ([Peppol](#)), please contact operations@peppolautoriteit.nl.

For more information go to: [E-invoicing the Dutch central government: information for suppliers | Helpdesk e-factureren \(helpdesk-efactureren.nl\)](#)

6.2.2 **For companies not established in the Netherlands**
The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

You must send the invoices in PDF to pdfacturen@minezk.nl.

The invoice must be specified with Purchase order number

When your invoice is not submitted in accordance with these requirements, it will not be processed or the payment term will be extended.

7. Contacts and reports

7.1 For the purpose of this Further Agreement, the Contracting Authority's contact is ... and the Contractor's contact is The contacts will hold consultations on the Contractor's implementation of the work as frequently as the Contracting Authority demands, and at least once per three months.

7.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot make legally binding agreements on the Parties' behalf.

Thus agreed and duly signed by both parties,

The Hague,
[date]:

[place],
[date]:

For the Minister of Climate Policy and Green Growth,
and commissioned by
[Contractor's name][name of portfolio]

[name Contractor]

[signatory's name]
Teammanager Procurement Office

[signatory's name]
[signatory's position]

[Schedule(s):]