

Purchase and supply framework agreement (ARIV 2018)

contract number and commitment number / purchase order number / resource expenditure number

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Foreign Affairs,
legally represented in this matter by
Mr. H. de Jong, Hoofddirecteur Bedrijfsvoering,
hereinafter referred to as the Purchaser,

and

2. (contractor's full name and legal form),
which has its registered office in ...,
legally represented in this matter by
..... (and ...) (signatory's name),
hereinafter referred to as the Supplier,

WHEREAS:

1. The Purchaser wishes, in relation to the Delivery of EACs, to agree fixed terms for a certain period with two suppliers;
2. To this end, the Purchaser wishes to conclude a Framework Agreement having a term of 4 years laying down the conditions applicable to all contracts for the Delivery of EACs to be awarded by the Purchaser during the said term;
3. An EU contract award procedure for the selection of parties to this Framework Agreement has been conducted on the basis of the Request for Proposal document and subject to the Public Procurement Act 2012;
4. The Purchaser has judged the Supplier's Proposal, and that of one other framework contractor, to offer the lowest or second lowest price;
5. This Framework Agreement lays down the conditions that apply to all contracts for the Delivery of EACs that the Purchaser intends to award during the term of this Framework Agreement and that may or may not be awarded to the Supplier after competition between the framework contractors based on the award criterion of the lowest price;
6. The Purchaser will enter into agreements similar to the present Framework Agreement with one other framework contractor;

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Met opmerkingen [A1]: The yellow-highlighted text applies when the Purchaser actually contracts with two Suppliers. If the Purchaser contracts with only one Supplier, the yellow-highlighted text is amended accordingly.

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Purchasing Conditions 2018 (ARIV 2018). The following additional terms are defined as follows for the purposes of this Framework Agreement:

Term	Definition
Request for Proposal	the document issued by the Contracting Authority dated 28 th of January 2026, ref. 201865003.001.136, describing and explaining participation in the Framework Agreement for the Delivery during a certain period, the applicable public procurement procedure and the selection and award criteria.
Proposal	the quotation issued by the Supplier, dated ..., ref.
EAC	an electronic, uniquely identifiable certificate that represents the environmental attributes associated with the generation of one megawatt-hour (1 MWh) of electricity from renewable energy sources. Each EAC shall, at a minimum, specify the renewable energy source, the generation facility, the country or region of origin, and the production year of the underlying electricity. EACs serve to evidence and transfer the renewable-energy attributes from the point of generation to the final consumer. Ownership and transfers of EACs shall be recorded in a recognised and reliable certificate registry to ensure traceability, exclusivity, and prevention of double counting. An EAC may only be used once to substantiate a renewable-electricity consumption claim. An EAC shall be deemed consumed upon its cancellation (retirement) in the relevant registry. EACs are market-based instruments used to support Scope 2 greenhouse-gas accounting under the Greenhouse Gas Protocol and to demonstrate compliance with renewable-energy targets or sustainability obligations. For the purposes of this Framework Agreement, the term "EAC" includes certificates issued under internationally recognised EAC systems, such as Guarantees of Origin (GO), I-REC(E), or TIGR, provided that such systems meet the requirements set out in this Framework Agreement.

1. Object of the Framework Agreement

1.1 The Supplier will sell and deliver to the Purchaser on demand, in accordance with orders placed by the Purchaser, Products, as referred to in Schedule 1 to this Framework Agreement, during the term of this Framework Agreement, in accordance with the Proposal issued by the Supplier on the basis of the Request for Proposal, unless this Framework Agreement provides otherwise.

1.2 The following documents form part of the Framework Agreement. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this document;

2. the ARIV 2018;
3. the Request for Proposal;
4. the Statement of Work;
5. the other Schedules;
6. the Proposal issued by the Supplier to the Purchaser dated ..., ref. ...

2. Entry into force and duration of the Framework Agreement

- 2.1 This Framework Agreement enters into force on the date that it is signed by both Parties.
- 2.2 The Framework Agreement will be entered into for a term of 4 years, and will therefore commence on April 10th of 2026 and end on April 9th of 2030.
- 2.3 The Purchaser may terminate the Framework Agreement at any time by registered letter, without stating reasons, subject to the following time limits, depending on how much of the term of the Framework Agreement has already elapsed:
 - term of 2 - 4 years: 6 months' notice.

If the Framework Agreement is terminated early, as referred to in this paragraph, the Purchaser and Supplier will settle accounts on the basis of the costs reasonably incurred by the Supplier in respect of the performance of the Framework Agreement, and orders for the Product already placed in accordance with article 3 of the Framework Agreement, which still have to be delivered to the Purchaser after the Framework Agreement has been terminated. The Purchaser is not obliged to indemnify the Supplier in any other way for any consequences of the Framework Agreement's termination.

- 2.4 After the Framework Agreement has been terminated, its conditions continue to apply to orders for Products already placed in accordance with article 3 of this Framework Agreement, which still have to be delivered to the Purchaser after the Framework Agreement's termination.

3. Delivery

- 3.1 During the term of this Framework Agreement, the Supplier will sell the Product and deliver it on demand to the Purchaser, when the latter makes an initial request and subsequently places a written order in accordance with Schedule 1 to this Framework Agreement. The orders placed by the Purchaser in accordance with the previous sentence will be deemed to have been accepted by the Supplier on receipt of the order concerned, by means of the signature of this Framework Agreement.
- 3.2 Supplier will deliver the Product in accordance with the Statement of Work (Annex B) to the following address: missionsustainable@minbuza.nl

4. Price and other financial provisions

- 4.1 The agreed markup per volume band for the Product is listed in Schedule 4 of this Framework Agreement. The markup relates to all the Products to be delivered under this Framework Agreement, together with any accompanying materials and documentation, such as user manuals and the like.
- 4.2 The price for the Product, besides the markup mentioned in article 4.1, **will be agreed upon after a further competition based on price between the two Suppliers in accordance with the Statement of Work in Schedule 1 of this Framework Agreement. The Purchaser will place the order for a specific calendar year with the Supplier with the lowest price quote.**
- 4.3 The Supplier must submit invoices electronically in accordance with the requirements in the Statement of Work.
- 4.4 Adjusting the markup in the Proposal is possible in accordance with the requirements in the Statement of Work.

5. Contacts

- 5.1 The Purchaser's contact is Take Padding (take.padding@minbuza.nl) and CC missionsustainable@minbuza.nl) The Supplier's contact is ...
- 5.2 Notwithstanding the provisions of article 6.2 of the ARIV 2018, the contacts named above may not make legally binding agreements on the Parties' behalf.

6. Other Terms and Conditions

- 6.1 This Framework Agreement is subject solely to the General Government Purchasing Conditions 2018 (ARIV 2018), in so far as it does not deviate from them. Any general and special terms and conditions drawn up by the Supplier do not apply.
- 6.2 The other rights and claims referred to in article 13.3 of the ARIV 2018 may be exercised instead of or in addition to the rights and claims under article 13.2.
- 6.3 Articles 4.5 and 12 of the ARIV 2018 do not apply.
- 6.4 Notwithstanding Article 14 of the ARIV 2018, the Supplier's liability for a failure to comply with its delivery obligations regarding the Certificates shall be determined as follows:

In the event the Supplier fails to deliver the agreed quantity of Products (i.e. EACs) on the Delivery Date, the Supplier shall pay the Purchaser a compensation (the 'Replacement Price' remedy). This compensation shall be calculated as the product of:

1. The quantity of Products that the Supplier has failed to deliver; and
2. The positive difference, if any, between the price at which the Purchaser has purchased or is reasonably able to purchase replacement Products in the market ('Replacement Price') and the agreed price.

The compensation thus calculated shall be increased by any reasonable administrative and transaction costs (including any brokerage fees) incurred by the Purchaser in obtaining the replacement Products. The liability limits set forth in Article 14 of the ARIV 2018 shall not apply to this specific compensation.

- 6.5 If the duty of confidentiality imposed on the Supplier under article 8 of the ARIV 2018 is breached, the Supplier is liable to an immediately payable penalty of €50.000 per event.

7. Declaration of integrity

The Supplier hereby declares that it has not offered or given the Purchaser's staff, subordinates or auxiliary persons any benefit in order to obtain the order, nor arranged for them to be offered or given any such benefit. It will not do so in the future with a view to inducing such persons to perform or refrain from performing any act.

8. Final provisions

- 8.1 Any derogations from this Framework Agreement are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 Any written or oral agreements previously made by the Parties about the order(s) placed under this Framework Agreement for the supply of the Product will be nullified by the signature of this Framework Agreement.

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

The Hague, [date]

[place], [date]

For the Minister of / State Secretary for

For [Supplier's name]

[signatory's name]

[signatory's name]

[signatory's position]

[signatory's position]

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Schedule(s):

1. Statement of Work
2. ARIV 2018
3. Request for Proposal
4. Proposal