



Dienst Justitiële Inrichtingen  
*Ministerie van Justitie en Veiligheid*

# Draft Agreement

## **Automatic Arabic Dialect Recognition Prototype**

for the Immigration and Naturalisation Service (IND)

Reference : TN562514

Date : 12-2-2026

Version number : 1.0

## **Automatic Arabic Dialect Recognition Prototype Agreement**

Contract number:

### **The undersigned:**

1. The State of the Netherlands, with its seat in The Hague, represented in this matter by the Minister for Asylum and Migration, Immigration and Naturalisation Service (IND), on whose behalf, Ms R. Maas, Director-General for the IND, hereinafter referred to as: the "Contracting Authority",

**and**

2. <to be specified>, with its registered office [according to its Articles] in <to be specified>, represented in this matter by <to be specified> hereinafter referred to as: the "Contractor",

the Contracting Authority and the Contractor hereinafter to be jointly referred to as: the "Parties".

### **WHEREAS:**

1. The development of a system designed for the automatic recognition of Arabic dialects (hereinafter referred to as: the "A-ADR System") is part of the European CELIA project;
2. The Contracting Authority has, on the basis of the aforesaid project, accepted the assignment to contract a highly specialised supplier capable of developing a prototype for testing;
3. A European public tender for the award of this Agreement took place on the basis of the Tender Documents in accordance with the Dutch Public Procurement Act 2012;
4. The Contracting Authority has assessed the Contractor's Tender as offering the best value for money;
5. This Agreement sets out the terms and conditions that apply to the Contract during the term of this Agreement;

### **HAVE AGREED AS FOLLOWS:**

#### **Article 1**

This Agreement refers to a number of terms with a capital letter. These terms have the meaning given to them in the Descriptive Document and in Article 1 of the General Government Terms and Conditions for IT Contracts 2022 (ARBIT-2022). In derogation therefrom or in addition thereto, the following terms in this service agreement have the following meanings:

Prototype: an AI-based tool capable of automatically recognising spoken Arabic dialects.

## 2. Object of the Agreement

- 2.1 The Contracting Authority commissions the Contractor to develop a working Prototype of an A-ADR System. The contract is deemed completed or accepted when:  
The assignment is considered as completed when:
- An EU AI Act-compliant Prototype for Arabic spoken dialects (based on spontaneous speech) is available under an open-source license, which should allow another party to continue the development.
  - The source code of the open-source prototype is clear, transparent, and flexible, to the degree that another party could perform further training, fine-tuning etc.
  - Only datasets that do not infringe copyright law, privacy law or license agreements have been used for developing the Prototype. The Contractor may therefore only use datasets for which it has granted permission by the Contracting Authority.
  - The documentation of the development and validation processes – necessary to be EU AI Act-compliant - has been delivered.
  - Technical information concerning data-processing – necessary to evaluate the residual likelihood of identification and to demonstrate anonymity of the Prototype - has been delivered.
  - Validation reports are available that provide sufficient clarity on the performance of the Prototype (reliability of the output and factors affecting this reliability) to allow further decision making on possible operational deployment, especially in realistic use case conditions (for which the IND's 293 use case recordings are key).
  - Validation reports include advice on technical requirements concerning test recordings, e.g. on minimal net duration, audio quality, audio format.
  - The potential output produced by the Prototype can be presented in a meaningful way to EU+ Countries, the European Commission and other possible stakeholders (lay persons).
- 2.2 The following documents collectively constitute the Agreement. To the extent these documents contradict each other, the document that appears higher on this list prevails over the document listed thereafter:
1. this Agreement;
  2. ARBIT 2022, Articles 1 through 60;
  3. the Summary of Additional Information and Changes dated <TBD> and <TBD>;
  4. the Tender Documents, including all accompanying annexes;
  5. the Tender submitted by the Contractor on <TBD>.
  6. working agreements to be made by the Parties and laid down in writing, relating to, among other things:
    - a. further details of the governance structure,
    - b. interim payments of the total price offered by the Contractor in addition to the payments referred to in Article 3.4,
    - c. coordination of responses - as submitted by the Contractor as part of its Tender - to the sub-award criteria, and
    - d. all other working agreements appropriate within the scope of the contract.
- 2.3 If and insofar as the need arises during the performance of this Agreement to conclude a processing agreement, the Contractor will cooperate in this. The Contractor may not charge any additional costs for this. The applicable ARBIT 2022 model will be used for the relevant agreement.

## 3. Term of the Agreement

- 3.1 The Agreement will enter into force after it has been duly signed by all Parties.

- 3.2 This Agreement is entered into for a period ending on 31 December 2027. The Contracting Authority has the option, to be exercised unilaterally by the Contracting Authority, to extend the Agreement once by a maximum of 6 months. If the option to extend the Agreement is exercised, the Contracting Authority will notify the Contractor in writing no later than 3 months before the expiry of the initial term. Exercise of the extension option will not affect the total price offered. If the Contracting Authority does not exercise the option to extend the Agreement, the Agreement will terminate by operation of law.

#### **4. Price and other financial provisions**

- 4.1 The Contractor will perform the contract in accordance with the rates included in the Rate Sheet as part of its Tender.
- 4.2 It is expressly stipulated that if the Contractor does not charge VAT, but it transpires that all or part of the Services are not exempt from VAT, this will not be charged to the Contracting Authority.
- 4.3 The price relates to all Services to be performed by the Contractor under this Agreement and any materials required for this purpose, and includes any travel and accommodation expenses and any additional costs, but excludes VAT. Exceptions are (1) licence or other costs for obtaining data sets and (2) international travel undertaken by the Contractor on behalf of the Contracting Authority in the context of the performance of this Agreement.
- 4.4 At the start of the performance of this Agreement, the Contractor will receive an advance payment of 25% of the total price offered. After Acceptance, the Contractor will be entitled to payment of 15% of the total price offered. For the remaining 60% of the total price offered, written working agreements will be made as referred to in Article 2.2, under 6, of this Agreement.
- 4.5 Payment will be made after the Contractor has issued an invoice, taking into account the payment term specified in the ARBIT 2022. The Contractor will issue electronic invoices in the manner prescribed in the Tender Documents.

#### **5. Contact persons**

- 5.1 The contact person for the Contracting Authority is <to be specified>;  
The contact person for the Contractor is <to be specified>.
- 5.2 Contrary to the provisions of Article 2.2 of the ARBIT 2022, the contact persons specified are not binding on the Parties.

#### **6. Termination or replacement in case of a ground for exclusion being applicable**

- 6.1 In addition to Article 30.6 of the ARBIT-2022, the Contracting Authority may terminate the Agreement with immediate effect and without judicial intervention if a ground for exclusion as included in the Tender Documents applies to the Contractor during the term of the Agreement. The Contracting Authority assesses whether a ground for exclusion exists on the basis of Sections 2.86, 2.87, 2.89 of the Dutch Procurement Act. The Contracting Authority may waive termination of the Agreement in, inter alia, the cases provided for in Sections 2.86a or 2.88 of the Dutch Procurement Act.

- 6.2 If, during the term of the Agreement, a ground for exclusion as laid down in the Tender Documents applies to a third party that the Contractor has relied upon pursuant to Section 2.92(1) of the Dutch Procurement Act or to the subcontractor, the Contracting Authority may require the Contractor to replace the third party or the subcontractor within a reasonable period to be set by the Contracting Authority. The Contracting Authority may terminate the Agreement if the Contractor fails to comply with a request to that effect.
- 6.3 The Contracting Authority will not be obliged to compensate any damage, loss and/or expenses resulting from the premature termination of the Agreement or replacement of the third party or subcontractor under paragraphs 6.1 and 6.2 of this Article.
- 6.4 The Contractor will inform the Contracting Authority in writing and as soon as possible if a situation provided under paragraph 6.1 or 6.2 of this Article arises.

## **7. Other conditions**

Only the ARBIT-2022 will apply to this Agreement, to the extent that it does not deviate therefrom. The applicability of any general and special terms and conditions of the Contractor is excluded.

## **8. Integrity statement**

The Contractor states that it has not offered, given, caused to be offered, or caused to be given any advantage to the Contracting Authority's Personnel in order to obtain the contract. Nor will it do so in the future in order to induce persons employed by the Contracting Authority to perform or refrain from performing any act.

## **9. Final provision**

- 9.1 Deviations from this Agreement will only be binding insofar as they have been expressly agreed upon in writing between the Parties.
- 9.2 By signing this Agreement, any and all previous verbal and written agreements made by the Parties regarding the Services agreed upon herein will lapse.

## **10. Applicable law and jurisdiction**

- 10.1 This Agreement shall be governed by and construed in accordance with Dutch law.
- 10.2 The court in The Hague shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Agreed and signed in duplicate on the latter of the two dates given below,

Place: The Hague	Place: <TBD>
Date:	Date:
The Minister of Asylum and Migration, on whose behalf,	<TBD>
Ms R. Maas	<TBD>
Director-General for the IND	<TBD>

[Annexe(s): - <TBD>