



Procurement Draft Agreement

Rijksinkoop­sa­men­wer­king (RIS)

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Appendix	A Draft Agreement
Reference	2018.65005.011.087
EU contract award procedure	Information campaign 'Working in the Netherlands' for the Dutch Ministry of Foreign Affairs, the Embassy of the Kingdom of the Netherlands in Warsaw, Poland

Public service agreement (ARVODI-2025)

Contract number: ...

The undersigned:

1. The Embassy of the Kingdom of the Netherlands in Warsaw Poland, 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],
hereinafter referred to as the Contractor,

WHEREAS:

- The Contracting authority requires specific services in the field of PR Agencies;
- The Contracting authority has issued a Tender for this purpose;
- [Name of company] issued a Tender on [day month year];
- The Contracting authority has accepted this Tender;
- [Name of company] has sufficiently familiarised itself with what the Contracting authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025).

1. Object of the Contract

- 1.1 The Contracting authority hereby commissions the Contractor to perform Services concerning awareness campaigns as described in the Tender submitted by the Contractor on [date] based on the Descriptive Document issued by the Contracting authority on [date] (reference 2018.65005.011.087, in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.
- 1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this agreement included annexes;
 2. the ARVODI 2025;
 3. the Descriptive Document including Information notice(s);
 4. the Tender issued by the Contractor to the Contracting authority on [date], ref ...
- 1.3 The Services that the Contractor will deliver are as follows:
- A 'Fair Labour mobility' pre-departure information campaign to inform potential mobile workers in Poland, before they arrive in the Netherlands, about their rights and obligations in the Netherlands and where they can find assistance.
 - A 'Posted workers NL' campaign to inform Polish employers who post workers to the Netherlands and Polish self-employed persons who provide services in the Netherlands about the applicable legislation on posting, in particular the notification system for posting.

2. Formation and duration of the Contract

- 2.1 The contract initially is applicable for 2 years and six (6) months, with two options for extension with a maximum of two (2) times a period of twelve (12) months. The maximum duration of the agreement is four years and six (6) months.
- 2.2 The agreed service will be performed in the period from June 22, 2026 to December 31 2028 and can be extended to December 31, 2030 after a positive appraisal and under the condition that budget is available. After a negative appraisal or when no budget is available for extension of the contract the Contract shall end by operation of law.

3. Price and other financial provisions

- 3.1 The Contractor shall execute the 'Working in the Netherlands' information campaign for a fixed, all-inclusive total price. This price complies with all requirements set forth in this Descriptive Document and its Appendices and shall remain firm and non-adjustable for the entire duration of this Agreement.
- 3.2 The Contractor shall perform the Services for a total fixed contract price of EUR....., excluding VAT, for the initial term of the Agreement up to and including 31 December 2030, in accordance with its Tender.
- 3.3. The fixed contract price is all-inclusive, excluding VAT and covers all costs related to the execution of the Fair Labour Mobility pre-departure campaign and the Posted Workers NL campaign. The fixed contract price is divided per calendar year as follows:

	Fair labour migration	Posted workers
Yearly amount 2026	€	€
Yearly amount 2027	€	€
Yearly amount 2028	€	€
Yearly amount 2029	€	€
Yearly amount 2030	€	€
Total price for 4 years and six months excluding VAT, covering the themes 'Fair labour migration' and 'Posted workers' together.	€	

- 3.4 The Services shall be performed over the duration of the Agreement and may not be concentrated in a single calendar year. Annual expenditure shall not exceed EUR 40,000 (excluding VAT) for the Fair Labour Mobility campaign and EUR 50,000 (excluding VAT) for the Posted Workers NL campaign, applicable throughout the term of the Agreement, including any extensions, unless otherwise agreed between the Contracting Authority and the Tenderer during the term of the Agreement.
- 3.5 The Tenderer will issue invoices on a monthly basis. The cost and the description of the invoices will be accepted in advance by the Embassy. Per calendar year the last invoice must be sent to the Embassy no later than November 8. For this purpose, a pro-forma invoice can be issued.

4. Contacts

4.1 The Contracting authority's contact person is: Urszula Kozłowska

The Contractor's contact person is: ...

4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2025, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Time and place

5.1 The Services will be performed in Poland and/or other places as agreed upon in the approved annual action plans.

6 Intellectual Property Rights and Licensees

6.1 Article 23 of the ARVODI-2025 applies to all services provided on behalf of the Contracting Authority and the intellectual property of all material and the underlying source codes lies with the Contracting Authority.

7. Other Terms and Conditions

7.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025) in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.

7.1.3 On ending or termination of the contract, the Contractor will hand over all available information that the Contracting authority desires. The Contractor is obliged to hand over this information in an orderly and usable manner.

7.2 The Contracting authority is entitled to initiate evaluations on his behalf on progress and quality of work.

The Contractor shall cooperate and set conditions by which such evaluations can be conducted successfully.

7.3 If the duty of confidentiality imposed on the Contractor and its Staff under article 13 ('Confidentiality') of the ARVODI 2025 is breached, the Contractor will be liable to pay the Contracting authority a penalty of €50.000,- per event.

7.4 Article 19 ('Advance') of the ARVODI 2018 does not apply.

7.5 The liability referred to in Article 19.3 of the ARVODI 2025 is limited to direct damages and is capped at €500,000 per calendar year (January 1 – December 31).

The above limitations of liability do not apply:

- a. to third-party claims for compensation resulting from death or personal injury;
- b. in cases of intent or gross negligence by the Contractor or its Staff;
- c. to infringements of intellectual property rights as referred to in Article 23 of the ARVODI 2025.

- 7.6 In addition to Article 23 ('Intellectual Property Rights') of the ARVODI 2025, the Contracting Authority has the exclusive right to publish reports or parts thereof. The Contractor shall be credited as the executing organization if the Contracting Authority so decides. Should the Contracting Authority wish to publish explanatory notes or commentaries alongside the final report, it shall consult the Contractor beforehand.
- 7.7 In addition to Article 23 ('Intellectual Property Rights') of the ARVODI 2025, the Contractor may use information obtained during the performance of the Services for academic research and educational purposes, excluding any personal or confidential data. The Contractor shall not act contrary to the interests of the Contracting Authority. In case of doubt, the Contractor shall consult the Contracting Authority in advance.
- 7.8 The Contractor may replace personnel within the team. In such cases, notwithstanding Article 6.3 of the ARVODI 2025, the Contractor must provide Staff who meet the requirements set out in the Descriptive Document. The rates applicable to the original Staff may not be increased upon replacement.

8. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 All changes to this Contract will be formed in addenda to this Contract.

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

Place:
Date :

Place:
Date :

For the minister of Foreign Affairs

For <Contractor's name>

The Deputy Head of Mission at
the Embassy of the Kingdom of the
Netherlands in Poland,

Mr. T. Stoppels

<signatory's name and position>

Appendices:

- 1 ARVODI 2025 (in possession of Parties);
2. Descriptive Document with reference: 2018.65005.011.087 and it's appendices (in possession of Parties);
3. Information notices (in possession of Parties);
4. Tender of Contractor with reference in possession of Parties).
5. Draft Data Processing Agreement.