



# SBIR in Developing Markets Guide for businesses

*This guide provides businesses with information on how to submit a bid for SBIR in Developing Markets challenges, the assessment procedure and the conditions for executing a contract for SBIR DM. This Guide has been developed by SBIR DM team of the Netherlands Enterprise agency (RVO).*

SBIR in Developing Markets focuses on developing innovations for societal challenges. An innovation is defined as (the application of) a developed product, service or process that is new or new within a specific context in which it did not previously exist.



# Introduction

**SBIR in Developing Markets (SBIR DM) is a programme implemented by the Netherlands Enterprise Agency (RVO) with phased innovation competitions that focus on societal challenges in selected low and middle-income countries. This multi-year programme is initiated by the Ministry of Foreign Affairs. It provides seed money to entrepreneurs, helping them create positive change by developing promising new markets. It combines Dutch business skills with innovative solutions to specific societal challenges, and it creates opportunities for local businesses to grow.**

SBIR in DM challenges entrepreneurs to transform a societal challenge into a viable business idea; to develop new products, processes, and services for African markets. It leverages the creativity of entrepreneurs to solve societal problems. Dutch entrepreneurs and their partners in the target countries are challenged to study a societal challenge together and turn an innovative idea into a concrete, marketable product or service.

SBIR in DM provides innovative entrepreneurs the opportunity to enter developing markets. These entrepreneurs may have never worked outside the EU, but it helps if they have some knowledge of the target country. All kinds of entrepreneurs and businesses are welcome to join. SBIR in DM provides seed money to help collaborate, form partnerships and integrate innovative ideas into the local context. It also helps with market access and attracting further investment. An innovation can be either technological or non-technological.

Every SBIR DM call leads to several R&D contracts<sup>1</sup> to develop and test prototypes. Ideas can only be submitted during the limited period in which a competition is open. Even though contracts for R&D services fall outside the scope of the EU procurement directive, the procurement of R&D remains governed by the Treaty principles of transparency, equal treatment, and non-discrimination.

The results deriving from work done under the contract, including the Intellectual Property Rights (IPR), belong to the contractor. IPR will not be transferred to RVO. However, RVO does obtain certain rights. The difference compared to exclusive R&D when businesses transfer the IPR are transferred to RVO is reflected in the price for the contracts.

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<sup>1</sup> SBIR DM is a Precommercial Procurement, an approach for the procurement of research and development (R&D) solutions outside the scope of the procurement directives. It is characterised by risk benefit sharing between the public and private actors and by competitive procurement (designed to exclude state aid).

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# 1. The Call

## 1.1 Documents

All information concerning the Call can be found in the following documents:

- The **Questions and Answers** document. This document contains a summary of all anonymised questions received and the given answers.
- The **Bid request**. For Phase 2, RVO will send a bid request that may contain additional conditions.
- The **Call**. This document describes the SBIR DM Challenge and any changes to the procedure as written in the **SBIR DM Guide**.
- The **SBIR DM Guide**. The current document, which describes the procedure of the Call.
- The **templates, application form and the model contract** to which reference is made in this guide.

If there are contradictions between the above documents, the aforementioned document has priority above the later mentioned document. The mentioned documents can be downloaded from the website mentioned in the Call. These documents contain information about both Phase 1 and Phase 2.

## 1.2 Questions and communications

Questions can be directed to the RVO SBIR DM team in writing via [sbir@rvo.nl](mailto:sbir@rvo.nl) until the deadline mentioned in the Call. There is also the opportunity to ask questions during the information meeting(s). Details about these meetings can be found in the Call and on [SBIR in Developing Markets – Innovation programme | RVO.nl](#). The answers to the questions will be published in the ‘Questions and Answers (Q&A) document’ on the RVO website and on TenderNed as soon as possible after the meeting(s).

This Q&A document will be updated regularly, until 9 working days prior to the closing date for bids. The identity of the questioner will not be disclosed. It will contain a summary of both questions and answers from the information meeting(s) and those addressed to the contact point.

It is not possible to discuss your idea with RVO.

Amendments are changes to the Call documents that RVO makes in writing and issues to all applicants. Only under exceptional circumstances amendments will be issued after proposals have been submitted. In such circumstances, RVO will notify all Applicants of the required action.

It is not permitted to contact the members of the assessment committee prior to Phase 1 in the context of an SBIR DM call. If you do so, you may be excluded from further competition.

## 2. Expression of Interest

In order to enter a SBIR DM competition, you need to register your idea or intended innovation with an “Expression of Interest” via the online form mentioned in the Call. The questions in this form will vary depending on the challenge. In general, you will be asked to describe your innovation and the context of the chosen country, how this fits within the company strategy, your expertise, what the challenges and risks are, and why research and development (R&D) is necessary. In addition, you will be asked to answer questions about the local partners and questions related to the specific challenge.

This step prevents you from investing a lot of time in a bid with a detailed project plan that is not, or less, suitable or is considered to have little chance of success in a specific SBIR DM competition.

The Call specifies the deadline for submitting the Expression of Interest and the maximum number of entrepreneurs who may receive a bid request for Phase 1. Details about the submission of the bid will be specified in the bid request.

### 2.1 Assessment of the Expressions of Interest

Experts from RVO and will assess which Expressions of Interest are most in line with the Call’s objectives, whether it concerns R&D and if the idea looks promising. The maximum number of Expressions of Interest that RVO will select for a Phase 1 bid request is stated in the Call.

### 3. Bid SBIR DM Phase 1

If your expression of interest is selected, RVO will send you a bid request for Phase 1.

#### 3.1 Components of your bid

A bid must offer a complete project. It is not possible to offer part of a project. A complete bid consists of:

1. A completed online SBIR DM application form.
2. The Phase 1 project plan according to the template (including the management summary and budget).
3. The management summary as a separate document.
4. If applicable, any additional documents mentioned in the Call.

The submission details are set out in the Bid request.

#### 3.2 Requirements for the bid Phase 1

RVO assesses whether the bid meets the requirements below. In the following cases, bids are not eligible for a contract:

- The proposal exceeds the maximum duration of the programme.
- The SBIR DM application form is missing.
- The proposal is missing or is not in line with the SBIR DM proposal template.
- If applicable: the appendix(es) is/are missing.
- The bid offers, in any way, part of a project instead of a complete project.

An incomplete bid may lead to exclusion from the procedure. RVO may, but is not obliged to do so, allow to repair minor omissions (which are not substantive and have not been mentioned above) after the closing of the Call. In those cases, RVO will send a request by e-mail to rectify the omissions within two working days. When omissions are not corrected in time, or incorrect, the bid is excluded from the competition and will not be assessed by the assessment committee.

The applicant is responsible to send in a complete bid in time at the right location as indicated in the Call document. The risk of delay during digital dispatch or incorrect / incomplete addressing is entirely at the expense of the provider. Bids received after the closing date will not be included in the assessment process.

#### 3.3 Main contractor and subcontractors

SBIR DM competitions are open to all organisations with research and development capabilities. Foundations, (housing) associations, cooperatives, start-ups, etc. may also participate. Foundations, associations, and cooperatives will need to provide additional justification as to why they are the appropriate party to develop the proposed product, process or service and successfully bring it to market. All organisations, including non-profit organisations, must clearly state how they intend to bring the developed innovation to market. E.g. by issuing licences, establish a company at the right time, etc.

An SBIR DM contract is concluded with one party. This 'main contractor' is responsible for the result and is administratively in charge of the project. Unless the main contractor has all expertise in-house, he needs to cooperate with subcontractors. RVO advises you to record agreements between main contractor and subcontractor(s) in writing.

In the project proposal the applicant will indicate which part of the activities will be subcontracted to subcontractors. Upon the request of the RVO, the main contractor could be requested to demonstrate in a satisfactory manner that resources will be available to him. One way of demonstrating this is to submit a written commitment from the subcontractor(s) showing that the resources required of the subcontractor will be at the applicant's disposal for the full duration of the contract.

In section 11.1 further requirements for participating parties are set out.

### 3.4 Price and duration of the contract

The maximum duration of Phase 1 is 6 months. If a different period is specified in the Call, that different period shall apply. Within this time the feasibility phase must be completed.

You are submitting a proposal for a specific outcome at a fixed price stated in the bid. Your bid must be in line with market rates. In other words, a fair price for what you are offering. When determining this price, please bear in mind that the intellectual property rights (IPR) remain with you.

Note. There is no transfer of IPR to RVO. However, RVO does acquire certain rights (see section 5.2). A market-based price reflects the fact that the IPR remains with you and is therefore always lower than the price of exclusive research and development. This refers to research and development that you offer exclusively to the government, whereby all results arising from the contract – including all IPR – are exclusively for the government. You must explain the difference in the budget.

In addition, your bid always includes VAT (please note: the amounts stated in the Call also includes VAT). When doing activities that concern low- and middle-income countries (DAC-ODA list) and the results benefits these countries, a 0% VAT rate may apply for organisations that are classified as entrepreneurs for VAT purposes and are established in the Netherlands.

You will receive a fixed price for the contract and are responsible for the outcome. When conducting the contract, you may collaborate with a research institution or other businesses, or subcontract parts of the work. The scope of the contract shall never exceed the maximum price stated in the Call.

A company may apply for funding or a grant for research in addition to or alongside the SBIR DM contract; however, RVO will only reimburse actual costs for which no grant has been or is being provided. That said, a contract under the SBIR DM may be combined with tax incentives and reductions in tax liability, such as the Netherlands WBSO<sup>2</sup> tax credit for research and development.

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<sup>2</sup> With Tax Credit for Research and Development or WBSO (Wet Bevordering Speur- en Ontwikkelingswerk) you can lower your costs for Research & Development. More informatie on [WBSO: Tax Credit for Research and Development | RVO.nl](https://www.rvo.nl/en/innovation/wbso)

## 4. Assessment process Phase 1

### 4.1 Assessment committee

A committee of experts advises on the ranking of the bids. RVO announces the members of the committee. The committee determines its own working method within the framework of the described procedure.

### 4.2 The assessment criteria

The Call for a specific Challenge sets out the assessment criteria used by the assessment committee to assess the bids. The weighting (number of points) assigned to the criteria is set out in the Call.

#### *1. Impact: to what extent does the innovation contribute to the challenge, and is this realistic?*

The greater the potential contribution of the innovation to the challenge outlined in the call, the higher the proposal scores. It has been made plausible that the solution is indeed a solution to the problem outlined and is applicable in the context. The applicant demonstrates awareness of developments and circumstances in the country for which the innovation is intended and has incorporated this knowledge into the proposal. This includes awareness on how women are affected by and involved in the challenge addressed.

A proposal also scores higher the greater the potential reach of the proposed innovative solution. Factors contributing to a wide reach include: the solution meets the user's needs and is (socially) acceptable. In this regard, the expected contribution must be well-founded, both in terms of quality and, where possible, in quantitative terms.

If the innovation impacts an existing supply chain, it is important that evidence is given into this chain and that the effect of the innovation is indicated.

#### *2. Innovation and expertise*

A bid scores higher if it offers a more innovative solution and it is made plausible that the approach will result in a concrete solution. The solution must include essential (technical) elements that align with the expertise of the applicant and their partners.

The project plan for Phase 1 makes plausible that the applicant has a clear overview of the innovation process and presents a plan in which the relevant feasibility questions are addressed, the (technical) substantive risks are identified, and the necessary expertise and creativity to devise solutions are available or will be mobilised.

In the project plan for Phase 2, the research and development challenges must be substantiated and elaborated in a plan that inspires confidence in the proposed approach. The plan contains concrete milestones and makes plausible how (technical) substantive risks will be mitigated in a timely manner within the duration of the project.

### 3. *Economic perspective*

A higher score is awarded here to the extent that it is made plausible that the innovation can succeed in the market and that (future) clients will actually use and purchase the innovation developed.

The project plan for Phase 1 focuses on the business model. It clearly explains why the innovation is of interest to clients and the added value it provides. In Phase 2, the business model is further developed into a business plan. The intended business model, the involvement of the right parties to bring the innovation to market, and a clear path to commercialisation are key factors here.

### 4. *Price (optional criterion)*

If the price is at or below the minimum price, a project receives the maximum number of points for price. If the price is at the maximum price, a proposal receives 0 points for price. Between the minimum and maximum prices, points are awarded on a linear scale. If the minimum price is not explicitly stated, it is €0.

#### 4.3 Quality threshold

Only bids that achieve at least 60% of the maximum of points per criterion are eligible for consideration for a contract, with exception of the price criterion. The assessment committee recommends awarding contracts to the highest-ranked bids, within the maximum budget and/or quantity specified in the Call.

Only bids that score above the quality threshold will be ranked. If the proposals, to the opinion of the assessment committee, according to these standards are of insufficient quality, the assessment committee will advise not to spend the entire budget published in the Call, or not to award the total number of intended contracts.

#### 4.4 Contracting

The assessment committee advises RVO on the ranking. RVO decides on awarding the contracts on behalf of the Netherlands Ministry of Foreign Affairs. The outcome is determined after the decision of RVO. RVO will inform the applicants about the award decision as soon as possible, usually within 8 weeks after the deadline for sending in the bids.

Successful and unsuccessful applicants will receive the award decision and feedback on their individual proposal. RVO will send the contracts shortly thereafter to the successful applicants. RVO will send the aforesaid award decision to the main contractor as stated in the bid.

If you are dissatisfied with the services of the RVO please refer to the complaints procedure at [Filing a Complaint | RVO.nl](#). A substantiated complaint is valuable for our organisation. It provides us with an opportunity to improve our services.

#### 4.5 Confidentiality

The principle of public access to official documents means that public documents and records (with a few exceptions) should be made available. The principle is balanced by the *obligation of professional secrecy*, that sets down that public authorities are obliged to protect business secrets of others, if disclosure may seriously harm their interests.

Information from the bids is confidential in accordance to above. However, RVO will distribute and publish the following information about the bids that are awarded with contracts:

- The name of the organisation
- The title of the proposal
- The public summary

Experts, employees of RVO and other persons invited to support in the assessment and award process will handle all information confidentially in accordance to above. Experts with a conflict of interest with one or more of the proposals will not assess these proposals. All parties involved in the assessment procedure are bound by a confidentiality agreement and experts will sign a declaration prior to assessing the proposals.

## 5. Phase 1: The feasibility study

### 5.1 Contracting

If you are awarded a contract, RVO will send you a letter about the assessment and the contract as an annex. It is standard practice to pay an advance of 80 to 100% of the bid at the start of the project. Any remaining amount will be paid by RVO once the project has been completed to RVO's satisfaction. The exact schedule for advance payments can be found in the assignment letter or contract. You may submit an invoice for the first advance payment at the same time as you send the signed contract. See section 12.1 for a sample contract.

### 5.2 Intellectual property rights (IPR)

R&D risks and benefits will be shared between Contractors and RVO. The intellectual Property Rights generated within the Contract will be assigned to RVO, RVO acquires the following rights:

- The right to use the results for promotional purposes.
- The right to use the knowledge without paying licence fees.
- The right to disclose the knowledge if RVO deems it necessary in the public interest.
- The option to require the contractor to grant licences to third parties on reasonable terms.

### 5.3 The feasibility study

In the feasibility study, you examine the aspects that are important for the feasibility of your innovation. Following the feasibility study, the following should at least be clear:

- what impact your innovation may have on the societal challenge,
- whether the innovation is (technically) feasible,
- whether development and production are feasible; and
- whether there is market demand. And, if so, which parties are needed to bring the innovation to fruition.

Naturally, you do not need to investigate matters that are already clear in advance during the feasibility study.

### 5.4 Phase 1 result: feasibility report

The outcome of a feasibility study is a report in which you describe the results of the study and the conclusions drawn from them for the next phase. The report is drawn up in accordance with the template for the final report of Phase 1. The fact that Phase 1 results in a report does not mean that Phase 1 is exclusively a desk study. An initial demonstration, for example, can be an effective way of investigating feasibility. Part of the final report is the completed online monitoring and evaluation form.

### 5.5 Changes during Phase 1

Subject to mutual agreement, changes may be made to the project during the execution of Phase 1. Written consent from RVO is required for any change that affects the project's results.

Subcontractors may be changed during the execution of the contract, provided that this does not adversely affect the project outcome. Where a subcontractor is replaced, the new subcontractor must, in the opinion of RVO, be at least as competent as the previous subcontractor.

## 6. Bid Phase 2

### 6.1 Bid request and parties

RVO will send a bid request for Phase 2 if:

- Phase 1 has been completed successfully, and
- The feasibility study concluded that the innovation is feasible.

Phase 2 is open only to parties who have received a bid request and who meet the conditions also set for parties in Phase 1.

A company other than the main contractor for Phase 1 may function as the main contractor for Phase 2 if this is deemed logical based on the feasibility study. The main contractor for Phase 1 must make this clear no later than the date on which the Phase 1 report is submitted.

Note. The Phase 2 bid request may contain additional conditions.

### 6.2 Components of your bid Phase 2

A bid must offer a complete project. It is not possible to offer part of a project. A complete bid consists of:

- A completed online SBIR DM application form.
- The Phase 1 project plan according to the template (including the management summary and budget).
- The management summary as a separate document.
- The business plan according to the template.
- If applicable, any additional documents mentioned in the Call.

The submission details are set out in the Phase 2 bid request.

All the requirements and conditions applicable to bids for Phase 1 also apply to the bid for Phase 2. Only the annexes to the form differ, as indicated above. In addition, the following supplementary condition applies: The tender must focus exclusively on research and development. Activities that do not fall within this scope may not be included in the tender. The scope of research and development is described in section **Fout! Verwijzingsbron niet gevonden..**

### 6.3 Price and duration of the contract

The provisions for Phase 1 also apply to Phase 2 (see section 3.4). The only difference is that Phase 2 lasts for a maximum of two years. If a different period is specified in the Call, that different period shall apply.

### 6.4 Requirements for the bid Phase 2

In addition to the requirements mentioned under section 3.2 'Requirements for the Bid Phase 1', RVO will not present a Phase 2 bid to the assessment committee if the business plan is missing.

## 7. Assessment process Phase 2

The Phase 2 the assessment process only differs on the following points of the Phase 1 assessment process (see section 4):

- Generally, applicants for Phase 2 are given a 15-minute opportunity to clarify and discuss their bid with the assessment committee and answer any questions. For Phase 1, this is usually not the case.
- When assessing the economic perspective, explicit consideration is given to the prospects for a follow-up following the completion of the Phase 2 project.

## 8. Phase 2: Research and development

### 8.1 Contracting

If you are awarded a contract for Phase 2, RVO will send you a letter, explaining the assessment. The contract is an annex. It is standard practice to pay an advance of 20 to 40% of the bid at the start of the project. Up till 90% can be paid during the implementation of the Phase 2 project. The final amount will be paid by RVO once the project has been completed to RVO's satisfaction.

The exact schedule for advance payments can be found in the assignment letter or contract. You may submit an invoice for the first advance payment at the same time as you send the signed contract. See section 12.2 for a sample contract.

### 8.2 Intellectual property rights

The contractor retains the intellectual property rights for Phase 2 as well. The rights acquired by RVO are the same as those for Phase 1 (see section 5.2).

### 8.3 Phase 2 results

At the end of Phase 2, the following will be delivered:

- A final report in accordance with the template for Phase 2.
- A demonstration of a tested product, service or process.
- A completed monitoring and evaluation form.

The following supporting documentation is available for inspection upon request:

- A (technical) specification of the product or a description of the service or process;
- A test report;
- A production plan or plan for the delivery of the service or process);
- Technical documentation; and
- The updated business plan.

### 8.4 Changes during Phase 2

The conditions for making changes during Phase 2 are the same as those for Phase 1.

## 9. Commercialisation – after phase 2

Bringing the innovation to market is not funded by SBIR DM. The company will keep RVO informed of the progress of the commercialisation process.

## 10. Forms and templates

On the RVO website you can download the following templates:

- Template Project plan Phase 1
- Template Feasibility report Phase 1
- Template Project plan Phase 2
- Template Business plan Phase 2
- Template Final report Phase 2

The SBIR DM Expression of Interest form and the application form will be made available when a Call is open.

## 11. Detailed legal provisions

### 11.1 Requirements to parties

Anyone who meets the following conditions may submit a tender for Phase 1 (or, in the absence of Phase 1, Phase 2) of an SBIR DM.

- Upon award of the contract, the contractor must be registered in the professional register or the commercial register in accordance with the regulations of the Member State (EU) in which they are established.
- The applicant must not have been convicted by a final judgment or ruling under Articles 140, 177, 177a, 178, 225, 226, 227, 227a, 227b or 232a, 328ter, second paragraph, 416, 417, 417bis, 420bis, 420ter or 420quater of the Criminal Code.
- The applicant is not in a state of bankruptcy or liquidation, has not ceased trading, is not in a moratorium on payments or a composition, nor is the applicant in any other comparable situation arising from a similar procedure provided for in the laws or regulations applicable to the applicant.
- No application for bankruptcy or liquidation has been made against the tenderer, nor are any proceedings for a moratorium on payments or a composition, or any other similar proceedings provided for in the laws or regulations applicable to the tenderer, pending.
- The applicant is capable of performing the contract with its existing financial resources.
- The applicant is not aware of any claims or necessary investments during the period of the contract's performance that could place the organisation in a position where its financial and economic viability or continuity is jeopardised.
- The applicant has not been convicted by a final court judgement in accordance with the laws or regulations applicable to them of an offence that compromises professional integrity (of the company).
- The applicant has fulfilled its obligations regarding the payment of social security contributions in accordance with the legal provisions of the country in which it is established or in the country of the contracting authority.
- The applicant is not guilty of demonstrable serious professional misconduct, such as fraud and corruption.
- The applicant has fulfilled its obligations regarding the payment of its taxes in accordance with the legal provisions of the country in which it is established or of the country of the contracting authority.

### 11.2 Research, development and innovation

The following activities fall under the term 'research and development':

- Experimental or theoretical activities carried out to acquire new knowledge.
- Systematic or critical research aimed at acquiring new knowledge and skills with a view to developing new products, processes or services, or to significantly improving existing products, processes or services.
- The acquisition, combination, shaping and use of existing scientific, technical, business and other relevant knowledge and skills for plans, schemes or designs of new, modified or improved products, processes or services.
- The creation of designs, drawings, plans and other documentation, provided they are not

intended for commercial use.

- The development of commercially viable prototypes and pilot projects, provided that the prototype is the final commercial product and its production is too costly to be used solely for demonstration and validation purposes.
- The experimental development and testing of products, processes and services, insofar as these cannot be used or adapted for industrial application or commercial exploitation.
- The production of a limited pilot batch: limited production or supply to incorporate the results of field trials and demonstrate that the product or service is suitable for production or supply in larger quantities in accordance with acceptable quality standards.

The following activities do not constitute research and development:

- Routine or periodic modifications to existing products, production lines, manufacturing processes, services and other routine activities, even if such modifications may involve improvements.
- Prototypes whose market readiness has already been tested, and routine or periodic modifications to existing products, production lines, manufacturing processes or services, and other routine activities, even if these modifications constitute improvements.
- Commercial development activities such as series production, delivery to achieve commercial viability or to recoup R&D costs, integration, customisation, incremental adjustments and improvements to existing products or processes.

### **Non-technological innovation**

Industrial and experimental development often involves technical research. However, non-technical research can certainly make a valuable contribution to the development of a product or service. This must be demonstrated in the project plan. The non-technical research must be systematically and robustly designed, use a scientifically sound method, and the results of this research must be applied in the development of the product or service, and thus lead to modifications to the product or service. This must also be evident from the timing of the various components of the project. This can be achieved, for example, through a feedback loop to the technical work packages of the project.

Implementation research, on the other hand ('how should this product be brought to market?', 'what societal barriers exist?', a 'use case' or 'calculating a business case'), where the results no longer influence the product or service, does not meet this criterion. Just like technical research, non-technical research must also involve a risk, for example that, based on the results, there is a chance that product development will have to be radically altered or even halted. This also means that exploratory studies – meaning the collation of knowledge already existing elsewhere or the study of matters where it is clear in advance that they will succeed, without a feedback loop to product development (no uncertainty/risk of failure) – cannot qualify as industrial and experimental development.

### 11.3 Relevant European definitions for Research, Development and Innovation<sup>3</sup>

**‘R&D project’** means an operation that includes activities spanning over one or several categories of research and development defined in this framework, and that is intended to accomplish an indivisible task of a precise economic, scientific or technical nature with clearly pre-defined goals. A R&D project may consist of several work packages, activities or services, and includes clear objectives, activities to be carried out to achieve those objectives (including their expected costs), and concrete deliverables to identify the outcomes of those activities and compare them with the relevant objectives. When two or more R&D projects are not clearly separable from each other and in particular when they do not have independent probabilities of technological success, they are considered as a single project;

**‘feasibility study’** means the evaluation and analysis of the potential of a project, which aims at supporting the process of decision making by objectively and rationally uncovering its strengths and weaknesses, opportunities and threats, as well as identifying the resources required to carry it through and ultimately its prospects for success;

**‘experimental development’** means acquiring, combining, shaping and using existing scientific, technological, business and other relevant knowledge and skills with the aim of developing new or improved products, processes or services, including digital products, processes or services, in any area, technology, industry or sector (including, but not limited to, digital industries and technologies, such as for example super-computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud or edge technologies). This may also encompass, for example, activities aiming at the conceptual definition, planning and documentation of new products, processes or services. Experimental development may comprise prototyping, demonstrating, piloting, testing and validation of new or improved products, processes or services in environments representative of real life operating conditions where the primary objective is to make further technical improvements on products, processes or services that are not substantially set. This may include the development of a commercially usable prototype or pilot which is necessarily the final commercial product and which is too expensive to produce for it to be used only for demonstration and validation purposes. Experimental development does not include routine or periodic changes made to existing products, production lines, manufacturing processes, services and other operations in progress, even if those changes may represent improvements;

**‘industrial research’** means the planned research or critical investigation aimed at the acquisition of new knowledge and skills for developing new products, processes or services or aimed at bringing about a significant improvement in existing products, processes or services, including digital products, processes or services, in any area, technology, industry or sector (including, but not limited to, digital industries and technologies, such as super-computing, quantum technologies, block chain technologies, artificial intelligence, cyber security, big data and cloud technologies). Industrial research comprises the creation of components parts of complex systems, and may include the construction of prototypes in a laboratory environment or in an environment with simulated interfaces to existing systems as well as of pilot lines, when necessary for the industrial research and notably for generic technology validation;

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<sup>3</sup> [https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52022XC1028\(03\)](https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52022XC1028(03))

**‘pre-commercial procurement’** means the public procurement of research and development services where the contracting authority or contracting entity does not reserve all the results and benefits of the contract exclusively for itself for use in the conduct of its own affairs, but shares them with the providers under market conditions. The contract, the object of which falls within one or several categories of research and development defined in this framework, must be of limited duration and may include the development of prototypes or limited volumes of first products or services in the form of a test series. The purchase of commercial volumes of products or services must not be an object of the same contract;

**‘process innovation’** means the implementation of a new or significantly improved production or delivery method (including significant changes in techniques, equipment or software) at the level of the undertaking (at group level in the given industry sector in the EEA), including for instance by making use of novel or innovative digital technologies or solutions. Excluded from this definition are minor changes or improvements, increases in production or service capabilities through the addition of manufacturing or logistical systems which are very similar to those already in use, ceasing to use a process, simple capital replacement or extension, changes resulting purely from changes in factor prices, customisation, localisation, regular, seasonal and other cyclical changes and trading of new or significantly improved products;

## 12. Sample contracts – public service contracts

### 12.1 Sample SBIR DM contract Phase 1 (only in Dutch available)

U hebt op **datum** een offerte uitgebracht voor werkzaamheden onder de projecttitel “**titel**”. Hierbij verleen ik u de opdracht tot de uitvoering van de werkzaamheden.

#### **Omschrijving opdracht**

De opdracht betreft de uitvoering van werkzaamheden zoals omschreven in uw offerte.

#### **Termijn van de opdracht**

De opdracht moet zijn voltooid op **datum**

#### **Vergoeding.**

Vergoeding vindt plaats op basis van de vaste prijs van € **opdrachtssom** (incl. btw) en inclusief alle andere kosten.

#### **Contactpersoon**

De contactpersoon voor deze opdracht is: ...

#### **Voorwaarden**

1. Op deze opdracht zijn de ‘[Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van Diensten 2025 \(ARVODI-2025\)](#)’ van toepassing. Eventueel door u gehanteerde (algemene) voorwaarden zijn niet van toepassing.

2. De artikelen 11, 17 en 23 van de ARVODI-2025 zijn niet van toepassing.

3. In afwijking van artikel 30 van de ARVODI-2025 behoeft Opdrachtnemer voor melding van de opdrachtverlening in publicaties en reclame-uitingen geen toestemming van de Opdrachtgever. De Opdrachtnemer vermeldt hierbij wel dat de opdracht is uitgevoerd in het kader van een opdracht binnen een SBIR DM van de opdrachtgever. De Opdrachtnemer stuurt een kopie van de publicaties naar de Opdrachtgever.

4. De bovengenoemde contactpersoon behandelt deze opdracht en vertegenwoordigt mij hierin. In afwijking van artikel 8.2 van de ARVODI-2025 kan de contactpersoon de partijen niet binden.

5. De navolgende documenten maken deel uit van deze overeenkomst:

- deze opdrachtbrief
- de ARVODI-2025
- de Nota van inlichtingen bij deze SBIR DM d.d.
- de SBIR DM -oproep van **datum**
- de SBIR DM handleiding van **datum**
- uw offerte van «**datum**» met de titel **project titel**

Voor zover deze documenten met elkaar in tegenspraak zijn, gaat het eerdergenoemde document boven het later genoemde. De documenten zijn – ook ongeparafeerd – Bijlagen in de zin van artikel 1.1 ARVODI-2025.

6. De betaling van het totaalbedrag vindt na ontvangst van de factuur hiertoe als volgt plaats:

- € **[voorschot]** (inclusief btw) na ondertekening van akkoord op deze opdrachtbrief;
- en het restant € **[restant]** (inclusief btw) na ontvangst en acceptatie van het eindrapport/resultaat van de Diensten.

Alle deelbetalingen zijn pas definitief na ontvangst en acceptatie van het eindrapport/resultaat van

de diensten.

7. De prestaties worden geleverd in de vorm van c.q. afgerond door indiening van een eindrapport conform het format van de SBIR DM. Het eindrapport dient in ieder geval in digitale vorm te worden opgeleverd.

8. Opdrachtnemer dient mee te werken aan evaluaties die tijdens en na afloop van het haalbaarheidsonderzoek zullen plaatsvinden.

### **Contract en facturering**

Ik verzoek u de bijgevoegde kopie van deze opdrachtbrief rechtsgeldig voor akkoord ondertekend aan mij terug te zenden. Indien ik deze ondertekende kopie niet binnen 14 dagen heb ontvangen, behoud ik mij het recht voor om terug te komen op deze opdrachtverlening.

## 12.2 [Sample SBIR DM Phase 2 contract \(only in Dutch available\)](#)

### **OVEREENKOMST**

Referentienummer: «DOSSIER\_REFERENTIE»

PARTIJEN:

1. De Staat der Nederlanden, waarvan de zetel is gevestigd te Den Haag, te dezen vertegenwoordigd door <de opdrachtgever> namens deze naam van de Rijksdienst voor Ondernemend Nederland, hierna te noemen: 'Opdrachtgever';
2. <opdrachtnemer> gevestigd te <plaats> te dezen rechtsgeldig vertegenwoordigd door <naam> hierna te noemen: 'Opdrachtnemer',

KOMEN HET VOLGENDE OVEREEN:

In deze Overeenkomst is een aantal begrippen met een hoofdletter gebruikt. Aan deze begrippen komt de betekenis toe die hieraan wordt gegeven in artikel 1 van de 'Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van diensten 2025' (ARVODI-2025).

#### **1. Voorwerp van de Overeenkomst**

1.1 Opdrachtgever verleent aan Opdrachtnemer opdracht tot het verrichten van Diensten overeenkomstig de offerte van datum, welke opdracht Opdrachtnemer bij deze aanvaardt.

1.2 De navolgende documenten maken deel uit van deze Overeenkomst. Voor zover deze documenten met elkaar in tegenspraak zijn, prevaleert het eerdergenoemde document boven het later genoemde:

1. deze Overeenkomst
2. de ARVODI-2025
3. het offerteverzoek van datum
4. de nota van inlichtingen bij deze SBIR DM van datum
5. de SBIR DM oproep van datum

6. de SBIR DM handleiding van datum
7. Uw offerte van datum voor het project project

1.3 De in artikel 1.1 bedoelde documenten zijn – ook ongeparafeerd – Bijlagen in de zin van de ARVODI-2025.

1.4 De prestaties worden geleverd in de vorm van c.q. afgerond door indiening van een eindrapport conform het SBIR DM format. Het eindrapport bevat in elk geval een opgave van de bereikte onderzoeksresultaten, de daarbij gebruikte methoden en technieken, alsmede de daarop gebaseerde conclusies. U vindt het format op [RVO](#)

Het eindrapport wordt in digitale vorm aangeleverd bij [RVO](#). Tegelijk met het eindrapport dient online het SBIR DM eindrapport vragenformulier ingevuld te worden. De link naar het formulier vindt u in het *Format SBIR DM Eindrapport fase 2*.

1.5 Het eindrapport dient vergezeld te gaan van een openbare samenvatting van maximaal twee pagina's A-4 volgens het "SBIR DM Format Openbare samenvatting project eind fase 2". Deze samenvatting dient eveneens in digitale vorm te worden geleverd.

1.6 Daarnaast realiseert Opdrachtnemer in fase 2 een opstelling en geeft na afloop een presentatie aan Opdrachtgever waarmee de unieke marktvoordelen van de innovatie overtuigend voor potentiële investeerders en klanten kunnen worden gedemonstreerd.

1.7 Aan het einde van de opdracht zijn bovendien de hieronder genoemde zaken gerealiseerd. Op aanvraag wordt deze documentatie beschikbaar gesteld aan Opdrachtgever:

- een (technische) specificatie van het product of een beschrijving van de dienst;
- een testprotocol;
- een productieplan (plan voor de uitvoering van de dienst);
- technische documentatie, en
- het geactualiseerde businessplan.

## **2. Totstandkoming en duur van de Overeenkomst**

2.1 Deze overeenkomst komt tot stand door ondertekening van de Overeenkomst door alle partijen.

2.2 De overeengekomen Diensten moeten uiterlijk op <<einddatum>> voltooid zijn.

## **3. Prijs en overige financiële bepalingen**

3.1. Betalingen geschieden op basis van een vast bedrag.

3.2 Het vaste bedrag bedoeld in artikel 3.1 bedraagt € offertebedrag inclusief btw, reis- en verblijfskosten en alle eventuele overige kosten.

3.3 Betaling vindt plaats na oplevering van het eindresultaat. Voorafgaand aan en tijdens de werkzaamheden worden voorschotten betaald. Voor zowel de eindafrekening als voor de voorschotten vindt de betaling, na ontvangst van de factuur en acceptatie van de rapportage, als volgt plaats (voor alle bedragen geldt inclusief btw):

€ voorschot na ondertekening van de overeenkomst (factuur kan met ondertekende opdrachtbrief

mee terug worden gezonden);

€ voorschot na ontvangst en acceptatie van de 1<sup>e</sup> voortgangsrapportage;

-etc

- en het restant na ontvangst en acceptatie van het eindrapport/resultaat van de Diensten.

Alle deelbetalingen zijn pas definitief na ontvangst en acceptatie van het eindrapport/resultaat van de diensten.

3.4 Opdrachtnemer zendt de facturen per mail en onder vermelding van het boven deze overeenkomst vermelde referentienummer en van de namen van de contactpersonen van Opdrachtgever en Opdrachtnemer. Indien de factuur niet volgens deze aanwijzingen wordt verzonden, kan dit ertoe leiden dat de factuur niet in behandeling wordt genomen of dat de betalingstermijn wordt verlengd.

#### **4. Contactpersonen**

4.1 Contactpersoon van Opdrachtgever is contactpersoon RVO, contactpersoon van Opdrachtnemer is naam

#### **5. Van toepassing zijnde Voorwaarden**

5.1 Op deze Overeenkomst zijn uitsluitend van toepassing de 'Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van Diensten 2025' (ARVODI-2025). De eventueel door Opdrachtnemer gehanteerde voorwaarden zijn niet van toepassing.

5.2 Artikel 11 en 17 van de ARVODI-2025 zijn niet van toepassing.

5.3 Artikel 23 van de ARVODI-2025 is niet van toepassing. Wel regelt Opdrachtnemer voor Opdrachtgever een passend gebruiksrecht. Daarnaast geldt dat Opdrachtnemer verplicht is onder eerlijke en redelijke marktvoorwaarden gebruiksrechten aan derden te verstrekken.

5.4 Opdrachtnemer dient mee te werken aan evaluaties die tijdens en na afloop van het SBIR DM project zullen plaatsvinden tot 10 jaar na afsluiting van het project.

5.5 In afwijking van artikel 30 ARVODI-2025 behoeft Opdrachtnemer voor melding van de opdrachtverlening in publicaties en reclame-uitingen geen toestemming van Opdrachtgever. In dat geval vermeldt Opdrachtnemer dat de opdracht is uitgevoerd in het kader van een SBIR DM opdracht van het Ministerie van Buitenlandse Zaken. De Opdrachtnemer stuurt een kopie van publicaties aan Opdrachtgever.

#### **6. Integriteitsverklaring**

Opdrachtnemer verklaart dat hij ter verkrijging van de opdracht Personeel van Opdrachtgever geen voordeel heeft aangeboden of doen aanbieden, gegeven of doen geven. Hij zal dat ook niet alsnog doen teneinde personen in dienst van Opdrachtgever te bewegen enige handeling te verrichten of na te laten.

#### **7. Slotbepalingen**

7.1 In aanvulling op artikel 21 van de ARVODI-2025 geldt dat in alle gevallen van voortijdige beëindiging van deze Overeenkomst Opdrachtgever van Opdrachtnemer kan verlangen dat deze de Diensten op een zodanige wijze afrondt en de resultaten zodanig overdraagt aan Opdrachtgever of een door hem aan te wijzen derde, dat onbelemmerde voortzetting van de opdracht mogelijk is.

7.2 Afwijkingen van deze Overeenkomst zijn slechts bindend voor zover zij uitdrukkelijk tussen partijen schriftelijk zijn overeengekomen.

7.3 Door ondertekening van deze Overeenkomst vervallen alle eventueel eerder door partijen gemaakte mondelinge en schriftelijke afspraken omtrent de hierbij overeengekomen Diensten.

Aldus op de laatste van de twee hierna genoemde data overeengekomen en ondertekend