

Schedule 7 – Draft Reserve Contractor
Agreement ARBIT-2022

Online Library – e-lending platform

Contract number [number]

<Name of Contractor>

THE UNDERSIGNED:

The National Library of the Netherlands (Koninklijke Bibliotheek, KB), a legal entity governed by public law: A legal entity with a statutory task (Rechtspersoon met Wettelijke Taak, RWT), having its registered office in The Hague and its principal place of business at Prins Willem-Alexanderhof 5, registered with the Chamber of Commerce under number 27377634, duly represented in this matter by [name], [position], hereinafter referred to as: 'Contracting Authority'

and

[Name of the party that finished second], a [legal form], having its registered office in [Place] and its principal place of business at [Address], registered with the Chamber of Commerce under number [Number], duly represented in this matter by [Mr/Ms, Position], hereinafter referred to as: 'Contractor'

The Contracting Authority and the Contractor are hereinafter individually referred to as a 'Party' and jointly as the 'Parties',

WHEREAS

- The Contracting Authority has put out to tender the Contract for **Online library - e-lending platform** in a European public procurement, known under reference number **581493**
- [Name of the party that finished second] tendered for this contract by submitting the Tender;
- Based on the award criterion 'best price-quality ratio', [name of winning party] was awarded the Contract, and [name of the party that finished second] finished second based on the Tender.
- The Contracting Authority has concluded the Agreement relating to the contract **Online library - e-lending** for the term of four years with an option to extend for four additional periods of one year each, with the successful Tenderer. The Framework Agreement will enter into force upon signature by both Parties.
- Insofar as the Agreement is terminated on the basis of the law or on one of the grounds specified in the Agreement, the Contracting Authority is entitled – and therefore not obliged – to make use of this reserve contractor agreement concluded with [name of the party that finished second].
- In the event that the Contracting Authority decides to make use of this Reserve Contractor Agreement, the contract **Online library - e-lending** for the remaining term of the Agreement will be awarded to [name of the party that finished second] and that a separate Agreement will be concluded between the Contracting Authority and [name of the party that finished second] in accordance with Schedule 6A of the Descriptive Document.
- The terms and conditions under which this Reserve Contractor Agreement is concluded are set out in more detail below.

HAVE AGREED AS FOLLOWS

Definitions as used in the Descriptive Document and in the applicable procurement conditions remain unchanged and apply to the Reserve Contractor Agreement. This Reserve Contractor Agreement uses a number of capitalised terms. These terms have the meaning given to them in the Descriptive Document and in Article 1 of the General Government Conditions for IT Agreements (ARBIT-2022).

1. APPLICATION OF THE RESERVE CONTRACTOR AGREEMENT

- 1.1. The Parties will enter into this Reserve Contractor Agreement in the event that the Agreement is terminated by the Tendering Authority on the basis of the law or one of the grounds included in the Agreement.
- 1.2. The Tendering Authority is entitled to terminate the Agreement on the basis of the law or on the basis of one of the grounds specified in the Agreement, including the applicable general procurement conditions.
- 1.3. In the cases mentioned above, the Tendering Authority is entitled, but not obliged, to make use of this Reserve Contractor Agreement. The Tendering Authority is entirely free to decide whether or not to award the **Contract Online library - e-lending** to [name of the party that finished second] and to enter into a separate Agreement with [name of the party that finished second] for this purpose.
- 1.4. The Tendering Authority reserves the right at all times to re-tender the Contract in the event of the termination of the Agreement.

2. CONTINUATION

- 2.1. [Name of the party that finished second] will continue to honour the Tender for the entire term of the Agreement.
- 2.2. The indexations permitted in the Agreement may be implemented in consultation between the Parties and after written approval of the Contracting Authority by [name of the party that finished second].
- 2.3. The Contractor guarantees that it is willing and able, regardless of the contract year, to perform the Contract **Online library - e-lending** properly and in full.

3. AGREEMENT

- 3.1. In the event that the Tendering Authority decides to make use of this Reserve Contractor Agreement after termination of the Agreement, a separate agreement will be concluded



between the Contracting Authority and [name of the party that finished second] for the remaining term of the Agreement (if it had not been terminated) in accordance with Schedule 6A of the Descriptive Document.

Agreed and duly signed,

Koninklijke Bibliotheek

[Contractor]

[Mr/Ms]

[Mr/Ms]

[Position]

[Position]

Date:

Date:

Place:

Place: