

Schedule 6A – Draft Framework Agreement

ARBIT-2022

Online Library - e-lending platform

Contract number [number]

[Name of Contractor]

FRAMEWORK AGREEMENT ARBIT-2022 CONCERNING ONLINE LIBRARY – E-LENDING PLATFORM

Contract number: [number]

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 Contractor], 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 Client wishes to enter into fixed agreements with a single Contractor for a specific period regarding the provision of services (as described in the tender documents) for the Online Library - e-lending platform;
- The Client has issued a European public tender for these services in this regard;
- The Client awarded the contract to the Contractor on [date];
- The parties to this Framework Agreement wish to set forth the terms and conditions applicable to the contracts that the Client will award to the Contractor during the term of this Framework Agreement for the provision of services for the Online Library - e-lending platform.

HEREBY AGREE AS FOLLOWS

This Framework Agreement uses a number of capitalised terms. The meaning of these terms is set out in Article 1 of the General Government Terms and Conditions for IT Agreements 2022 (ARBIT-2022). In addition, the following terms in this Framework Agreement have the following meanings:

Tender Documents: all documents made available by the Tendering Authority in connection with the Tender, including all Schedules and published Memoranda of Information.

Tender: the Tender submitted by the Counterparty in the context of the European tender **Online library - e-lending platform** with reference **581493**;

Call-Off Agreement (Schedule 6B): the Call-Off Agreement between the Contracting Authority and the Contractor for the provision of Services;

Quotation: a quotation issued by the Counterparty for the provision of Services;

1. SUBJECT-MATTER OF THE FRAMEWORK AGREEMENT

- 1.1 During the term of this Framework Agreement, the Contracting Authority may issue a Request for Quotation, but is under no obligation to do so (see Schedule 6B Call- Off Agreement). The Contractor is obliged to submit a Quotation in response to a Request for Quotation.
- 1.2 Call-Off Agreements are concluded on the basis of the Model Call-Off Agreement included as a Schedule (Schedule 6B - Call-Off Agreement).
- 1.3 The following documents together constitute the Framework Agreement. Where these documents contradict each other, the document mentioned first takes precedence over the one mentioned later:
 1. This document
 2. Draft Call-off Agreement (Schedule 6B)
 3. Service Level Agreement (SLA) (Schedule 6C)
 4. Dossier of Agreements and Procedures (DAP) (Schedule (6D)
 5. Exitplan (Schedule 6E)
 6. Data Processing Agreement (Schedule 8)
 7. Report of Verification interview;
 8. 2nd Memorandum of Information
 9. 1st Memorandum of Information
 10. Descriptive Document including Schedules dated
 11. General Purchasing Conditions ARBIT 2022 (Schedule 9)
 12. Tender submission, including Schedules
- 1.4 The terms and conditions of this Framework Agreement apply in full to all Call-Off Agreements.
- 1.5 Deviations from this Framework Agreement or Call-Off Agreement are only binding if the Parties have expressly agreed to them in writing or by e-mail.
- 1.6 By signing this Framework Agreement, all previous agreements made by the Parties with regard to the Services will lapse.

2. ENTRY INTO FORCE AND TERM OF THE FRAMEWORK AGREEMENT

- 2.1 The Framework Agreement will enter into force upon signature by both Parties.
- 2.2 The Framework Agreement has a term of **4 years** and ends on **31 August 2030**.

- 2.3 The Contracting Authority is entitled to extend the Framework Agreement under the same terms and conditions for **four additional periods of one year each**. If the Contracting Authority wishes to exercise this right, it will notify the Counterparty in writing no later than **6 months** before the end of the term referred to in Article 2.2.
- 2.4 Taking into account any indexation, the maximum value of the Framework Agreement over its full term of **8 years** is estimated at **EUR 4.500.000 excluding VAT**. If this maximum value is reached before the end of the term, the Contracting Authority shall have the right to terminate the Framework Agreement unilaterally.
- 2.5 The term of a Call-Off Agreement awarded to the Contractor under this Framework Agreement will be specified in the Call-Off Agreement for each Contract.
- 2.6 The Contractor is obliged to submit, free of charge, a quotation within 5 working days of receipt of a Request for Quotation (see Schedule 6B – Call-off Agreement), which complies with the provisions of this Framework Agreement and is no less favourable than the Tender.
- 2.7 In addition to the provisions of Article 30 of ARBIT-2022, the Contracting Authority may terminate the Framework Agreement with immediate effect in writing if the maximum quantity and/or value, as referred to in the Tender Documents, has been reached or may be exceeded by the next Contract award. The Contracting Authority is not required to compensate the Counterparty in any way for the consequences of the termination of the Framework Agreement.

3. PRICES AND RATES

- 3.1 The maximum price/ rates that the Contractor may offer the Contracting Authority in response to a Request for Quotation (see Schedule 6B. Call-off Agreement) is specified in the Price Sheet (Schedule 10).
- 3.2 The price referred to in Article 3.1 of this Framework Agreement shall apply to all services to be performed by the Contractor under the relevant Call-Off Agreement, including any materials required for that purpose, and shall be inclusive of any travel and accommodation expenses and all other ancillary costs, but exclusive of VAT.
- 3.3 If the Contractor does not charge VAT, but it transpires that the Services or a part thereof are not exempt from VAT, the Contractor may not charge this VAT retrospectively.
- 3.4 The prices and rates may be adjusted once a year **after 31 December 2027**. Thereafter, with effect from 1 January 2028, the Contractor may apply the following indexation to the prices set out in the Price Sheet:

Based on the Statistics Netherlands (CBS) price index figure for collectively agreed hourly wages, including special remuneration, category business services, series 2020 = 100: index figure (the most recent month minus the corresponding month one year earlier) / index figure of the corresponding month one year earlier x 100.

The Contractor must submit any proposal to adjust the prices to the Contracting Authority in writing at least two (2) months in advance. A proposal for a price increase submitted after this deadline will not be considered. Subject to the Contracting Authority's approval, the new prices shall take effect on 1 January of the following year. No other (interim) price increases will be accepted. This provision also applies to any optional extension years, if exercised.

4. INVOICING AND PAYMENT

- 4.1 The Counterparty will send the invoices, stating the Contract number and purchase order number. Invoices should be sent by e-mail to: facturen@kb.nl

The address details are:

[Name of Contracting Authority]

Attn: Accounts Department

P.O. Box [number], [postal code Place]

- 4.2 The Counterparty will send the invoices, stating the Contract number and purchase order number. Invoices should be sent by e-mail to: facturen@kb.nl

5. CONTACT PERSONS AND REPORTS

- 5.1. The Contact person for the Contracting Authority is [name and position].
The contact person for the Contractor is [name and position].

The Counterparty will report for the period [period] on how the Framework Agreement will be implemented. This report will include at least:

[subject-matter of the report]

6. GENERAL AND SPECIAL TERMS AND CONDITIONS

- 6.1 The applicability of any general and special terms and conditions of the Counterparty or third parties engaged by the Contractor in the performance of the Deliverable is excluded, unless explicitly deviated from in the Call-Off Agreement.
- 6.2 The acceptance of general or special terms and conditions required for the use of the Deliverable, such as in the case of 'shrink-wrap' and 'click-wrap' licences, is not binding on the Contracting Authority. The Counterparty indemnifies the Contracting Authority that such acceptances will not lead to any restriction on the Agreed Use.

6.3 A copy of the Terms and Conditions is attached to the Agreement.

7. OTHER PROVISIONS

- 7.1 Articles 22.1, 22.2 and 22.4 of ARBIT-2022 do not apply. The Counterparty may replace persons responsible for the implementation of the Framework Agreement. The Contracting Authority may not refuse the replacements.
- 7.2 The Parties agree that, where applicable, the notional employment relationship of home workers or equivalent persons, as referred to in Articles 2b and 2c of the Wages and Salaries Tax (Implementation) Decree 1965 (Uitvoeringsbesluit Loonbelasting 1965) and Articles 1 and 5 of the Identification of Working Relationships as Employment Decree (Besluit aanwijzing gevallen waarin arbeidsverhouding als dienstbetrekking wordt beschouwd) (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, 655), does not apply.
- 7.3 In the event of early termination of the Framework Agreement, in addition to Article 32 of ARBIT 2022, the provisions in the SLA Exit Scheme Schedule will apply.

Agreed and duly signed,

Koninklijke Bibliotheek

[Contractor]



[Mr/Ms]

[Mr/Ms]

[Position]

[Position]

Date:

Date:

Place:

Place:

SCHEDULES

- Draft Call-off Agreement (Schedule 6B)
- Service Level Agreement (SLA) (Schedule 6C)
- Dossier of Agreements and Procedures (DAP) (Schedule (6D)
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