



Annex 2. Draft Framework Agreement 'Weighted Average Cost of Capital (WACC)'

ACM - Netherlands Authority for Consumers and Markets

ARVODI-2025

Reference: 202509061

TenderNed reference: 581885

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs and Climate Policy, legally represented in this matter by Ms. M.R. Leijten MSc, Member of the Board of the Netherlands Authority for Consumers and Markets (ACM), 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 [signatory's name], hereinafter referred to as the Contractor,

WHEREAS:

1. the Contracting Authority wishes, in relation to the performance of Services in the area of the 'Weighted Average Cost of Capital (WACC)', to agree on fixed terms for a certain period with [number] service providers;
2. the Contracting Authority wishes to work with Contractors that are familiar with and comply with the European Code of Conduct for Research Integrity (published by ALLEA in 2023; hereinafter: 'ALLEA code of conduct*');
3. to this end, the Contracting Authority wishes to conclude a Framework Agreement having an initial term of 2 years, with 2 optional extensions for the Contracting Authority of each maximal 12 months (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during said term;
4. an EU contract award procedure for the selection of Parties to this Framework Agreement has been conducted on the basis of the Tender Document and subject to the Public Procurement Act 2012;
5. the Contracting Authority has judged the Contractor's bid, and those of [...] other Parties, to offer the best price-quality ratio;
6. this Framework Agreement lays down the conditions that apply to all Assignments for the performance of Services that the Contracting Authority intends to award during the term of this Framework Agreement and that may or may not be awarded to the Contractor after a mini-competition between the Contractors or an objective selection process (hereafter: OSP);
7. the Contracting Authority will enter into a Framework Agreement similar to the present Framework Agreement with the [...] other Contractors.

*[European-Code-of-Conduct-Revised-Edition-2023.pdf](#)

AGREE AS FOLLOWS:

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025). In addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Assignment: an assignment that the Contracting Authority awards to the Contractor, based on the Quotation submitted by the Contractor, for the performance of Services.

Contracting Authority: the State of the Netherlands, represented by the minister of Economic Affairs and Climate Policy (EZK), who concludes the Framework Agreement with the Contractor(s) on behalf of the Netherlands Authority for Consumers and Markets (ACM).

Contractor: a Tenderer selected to be Party to the Framework Agreement relating to the performance of Services.

OSP: objective selection process. In addition to regular Assignments (allocated via mini-competitions), the ACM might seek (objectively demonstrable) urgent advice. In such cases no mini-competition is held, but the ACM intends to directly award the Assignment(s) to a Contractor of its own choice, based on an objective selection process.

Quotation: an offer to perform Services submitted by the Contractor to the Contracting Authority in response to a Request for Quotation under this Framework Agreement.

Request for Quotation: an invitation by the Contracting Authority under this Framework Agreement to all Contractors to submit a Quotation for an Assignment.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of an Assignment which is based on this Framework Agreement.

Tender: the tender dated [...], submitted by the Contractor on the basis of the Tender Document.

Tender Document: the Contracting Authority's document dated 30 April 2026, with reference 202509061 and TenderNed reference 581885, which describes and explains participation in the Framework Agreement for the performance of Services during a certain period, the tender procedure to be followed and the selection and award criteria.

1. Object of the Framework Agreement

1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Quotations for Assignments to perform Services, but is under no obligation to do so. Accordingly, the Contractor shall have no entitlement to be awarded any Assignments for the provision of Services.

In response to the Request for Quotations, the Contractor must submit a Quotation that is not less favourable than the Tender submitted by the Contractor. If the Assignment referred to in the Request for Quotations is awarded to the Contractor on the basis of the award criteria for the further award stipulated in the Tender Document, the Contractor must perform that Assignment in accordance with the conditions of this Framework Agreement.

- 1.2 On this Framework Agreement, and on any Assignments, are exclusively applicable to the ARVODI-2025 (already in the possession of the Parties), unless this Framework Agreement deviates from them. Any general or special terms and conditions of the Contractor shall not apply.
- 1.3 The following documents are an integral part of this Framework Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
 1. this document;
 2. the Memoranda of Information [date] and [date];
 3. the Tender Document;
 4. the ARVODI-2025;
 5. the Tender.
- 1.4 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor cannot therefore claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.
- 1.5 The terms of this Framework Agreement apply in full to all Assignments concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning contracts for the performance of Services specified in a Request for Quotations, unless an Assignment expressly departs from this Framework Agreement.
- 1.6 An Assignment states the specific Services to which it relates and its duration.

2. Duration of the Framework Agreement

- 2.1 This Framework Agreement comes into effect on 1 September 2026 and has an initial contract period of 2 years, ending on 31 August 2028. The Framework Agreement includes a unilateral option for the Contracting Authority to extend it twice, with each extension lasting a maximum of 12 months. The maximum term of the Framework Agreement, including all extension options, is 4 years, until 31 August 2030.
- 2.2 If the Contracting Authority does not wish to make use of an extension option, it will notify the Contractor in writing of this no later than three (3) months before the expiry of the initial or current contract period. In that case, the Framework Agreement will end by operation of law after the initial contract period or the contract period applicable at that time. In the absence of such a notification from the Contracting Authority, an option to extend takes effect automatically for the full 12 months, if and insofar as such an option is still open.
- 2.3 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from any Assignments. The terms of this Framework Agreement continue to apply to any Assignments remaining in force after this Framework Agreement has ended.
- 2.4 The duration of any Assignment awarded to the Contractor under this Framework Agreement will be stipulated in the Request for Quotation for that Assignment.

- 2.5 In addition to the provisions of article 21 of the ARVODI-2025, the Contracting Authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value of the Framework Agreement is reached, or is expected to be exceeded. The Contracting Authority shall not be liable to compensate the Contractor for any consequences arising from this termination of the Framework Agreement. The Contracting Authority shall inform Contractor as soon as possible if and when it wants to invoke this right and will observe a minimum of one (1) notice period.

3. Awarding of Assignments

- 3.1 The Contractor must submit a Quotation that complies with the provisions of this Framework Agreement and the Request for Quotation after the Contracting Authority is starting a mini-competition or an OSP. The Contractor cannot charge any costs for submitting a Quotation.
- 3.2 The Quotation for an Assignment, including the fee, must comply with and may not be less favourable than the Tender submitted.
- 3.3 The Assignments will be awarded as described in the Tender Document.

4. Price and other financial provisions

- 4.1 The maximum value of the Framework Agreement is € 640,000 excluding Dutch VAT.
- 4.2 During the term of the Framework Agreement, the Contractor shall be entitled to charge the prices and rates as specified in the Tender.
- 4.3 All Assignments will state that the Contractor will perform the Services specified therein for a fixed or maximum total price.
- 4.4 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 4.5 The prices referred to in article 4.2 and 4.3 of this Framework Agreement relate to all Services to be performed by the Contractor under the Assignment in question and includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs and does not include VAT.
- 4.6 The agreed rates (see Article 4.2) are at least fixed until 1 January 2028.

Indexation requests can only be made once a year, only in October. Before and after this month, indexation requests for the next year will not be accepted. Indexation requests should be sent to the following email address: contractmanagement@RVO.nl.

The prices and rates can be adjusted in accordance with the CBS Collective Labor Agreement wages per hour including special rewards, category business services. The most recently published monthly figure is used for this. The index figure of the month of the commencement date of the Framework Agreement is set at 100%. The indexed rates only apply to new Assignments.

The Contractor must submit the request for indexation specified with a printout from the CBS-Statline and make a reference in the application to the relevant Framework Agreement with the Contracting Authority. The application includes an overview of the prices and rates prevailing at the moment the application is submitted as well as the new prices and rates.

After receipt of the request, the Contracting Authority will confirm to the Contractor whether this request has been approved.

- 4.7 The Contractor must submit invoices electronically in the manner prescribed in The Request for Quotation.
- 4.8 Payment will be made once the Services performed in accordance with an Assignment have been received and accepted by the Contracting Authority.

5. Contacts

- 5.1 The contact person of the Contracting Authority is [name, job title and contact]. The contact person of the Contractor is [name, job title and contact].
- 5.2 The contacts will hold consultations on the performance and progress of the Contractor's work as frequently as the Contracting Authority demands and at least once per year.
- 5.3 Notwithstanding article 8.2 of the ARVODI 2025, the contacts cannot make legally binding agreements on the Parties' behalf..

6. Time and place

- 6.1 The work relating to the Services specified in an Assignment will be carried out at the place(s) stipulated in the Assignment.
- 6.2 Each Party undertakes to give the other Party's Staff access to the place where the work relating to the Services specified in the Assignment must be performed and ensures working conditions that reflect that Party's usual practices, including regular office hours. The Parties undertake to instruct their Staff to abide by the house, security and confidentiality rules applicable at the place where the work is to be carried out.

7. Research material

- 7.1 The Contractor will transfer to the Contracting Authority the title to all the research material that the Contractor receives in case of an Assignment, acquires or, for the purpose of the research, produces or processes, in so far as the Contractor has the power of disposal over such research material and in so far as the research material contains information that is part of the research. Title will be transferred by the Parties hereby declaring that the Contractor will hold that research material for the Contracting Authority.

Once the period mentioned in article 2.1 has ended, the Contractor will make the research material available to the Contracting Authority free of charge or will destroy it free of charge at the Contracting Authority's request. If the Contractor does not notify the Contracting Authority of the end of the period, the custody of the material will be tacitly continued until the Contracting Authority or the Contractor indicates in writing or by email that it wishes to discontinue it.

- 7.2 The Contractor and its Staff may not use the research material for the duration of the research for purposes other than those described in the Framework Agreement, unless the Contracting Authority has given its prior consent in writing or by email.

8. Intellectual property rights and publication

- 8.1 The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's consent.
- 8.2 As provided in articles 23.1, 23.4 and 23.5 of the ARVODI 2025, the copyrights and database rights to the (final) report(s) as result of an Assignment are assigned to the Contracting Authority. In connection with the provisions of section 15b of the Copyright Act and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in respect of the (final) report or the database itself under copyright or database law respectively.
- 8.3 Only after the Contracting Authority has accepted and published the final report as result of an Assignment is the Contractor also entitled to publish it. The Contractor will cite the Contracting Authority as the commissioning party.

9. Other terms and conditions

- 9.1 This Framework Agreement and an Assignment for the performance of Services are governed exclusively by the ARVODI 2025 (already in the Parties' possession), in so far as this Framework Agreement does not depart therefrom. Any general and special terms and conditions drawn up by the Contractor do not apply.
- 9.2 In addition to article 19 of the ARVODI 2025, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 19.2 of the ARVODI 2025. The liability amounts set out in article 19.2 of the ARVODI 2025 apply mutatis mutandis.
- 9.3 In addition to the provisions of article 21 of the ARVODI-2025, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:
 - a. If the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quarter of the Criminal Code; or
 - b. If a member of the Contractor's Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quarter of the Criminal Code and that staff member is on the Contractor's executive, management or supervisory board or has representative, decision-making or audit powers.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.

10. Declaration of integrity

The Contractor affirms that it has not offered or given members of the Contracting Authority's Staff any benefit in order to be selected to be party to this Framework Agreement or in order to obtain Assignments, nor arranged for any member of the Contracting Authority's Staff to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

11. Final provisions

- 11.1 Any derogations from this Framework Agreement or an Assignment are binding only if they have been expressly agreed by the Parties in writing.
- 11.2 Any written or oral agreements previously made by the Parties about the awarding of contracts for the performance of Services, whether under an Assignment or not, are nullified by the signature of this Framework Agreement.

Thus agreed and duly signed by both Parties,

The Hague,

date:

[Place],

date:

For the Minister of Economic Affairs and
Climate Policy, and commissioned by
Ms. M.R. Leijten MSc,
Member of the Board of the Netherlands Authority
for Consumers and Markets (ACM),

[Contractor's name]

W.A. van Zeil
Team Manager IUC EZK/LVVN

[signatory's position]

[signatory's name]