



Ministry of Economic Affairs
and Climate Policy

Annex 3c - Draft Further Agreement regarding the Core Team

This Further Agreement is made pursuant to the Framework Agreement with reference number 202510062 and is subject to the terms and conditions thereof.

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister for Energy Infrastructure and Nuclear Affairs, legally represented in this matter by
... [signatory's name and position],

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 and position],

hereinafter referred to as the Contractor,

WHEREAS:

1. The Contracting Authority and the Contractor concluded a Framework Agreement on [date] relating to the implementation of activities in the area of a Lender Technical Adviser, ref. 202510062, hereafter referred to as 'the Framework Agreement', which applies to all Further Agreements for the performance of Services that the Contracting Authority awards during the term of the Framework Agreement;
2. As part of the Tender document [ref. 202510062], the Contracting Authority asked Tenderers to submit a Further offer for the establishment of a Core Team as part of their Tender.
3. The Contractor submitted a Tender including a proposed Core Team , ref. ..., to the Contracting Authority on [date].
4. The Contractor's Tender, containing a proposed Core Team, was judged to offer the best price-quality ratio and subsequently Contractor was awarded the Framework Agreement and the Further Agreement for the establishment of a Core Team.
5. This Further Agreement lays down the specific conditions applicable to the performance by the Contractor of the establishment of a Core Team.

AGREE AS FOLLOWS:

Met opmerkingen [LK1]: Mijn advies is om, in aanvulling op de uurtarieven voor de Framework Agreement, een prijs voor Further Agreement uit te vragen. De prijs is immers uurtarief x aantal uren.

Met opmerkingen [SP2R1]: Dit hebben we besproken. Aantal uren is vooraf niet te geven. Prijsstrategie doorgerekend. Daarom negeer ik de opmerking verder.

1. Applicable conditions

- 1.1 This Further Agreement is governed by the provisions of the Framework Agreement, in so far as this Contract does not depart from it. The terms written with initial capitals in this Further Agreement are defined in the Framework Agreement. The term 'Contract' in the ARVODI 2025 is to be read as 'Further Agreement' for the purpose of this Contract.
- 1.2 The conditions included in the Further offer (including price indexation, discounts and guarantees) do not apply in so far as they are less favourable for the Contracting Authority than those included the Framework Agreement.

2. Object of the Further Agreement

- 2.1 The Contracting Authority hereby commissions the Contractor to establish and put at the disposal of Contracting Authority, a Core Team, which commission the Contracting Authority hereby accepts, in so far as this Further Agreement does not depart from it.
- 2.2 The following documents together form the Further Agreement. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
- 1 this document;
 - 2 the Framework Agreement (ref. 202510062) including attachments dated [date];
 - 3 the Tender Document (ref. 202510062) including attachments dated [date];
 - 4 the ARVODI 2025;
 5. the Tender in response to the European call for tenders with reference 202510062 and date xx.

3. Personnel

- 3.1 The Contractor shall deploy for the performance of the Services specified in the Tender document [ref. 202510062] the following personnel, indicating job profile/level:
- Name: <<xxxxx>>, job profile/level: Project management adviser
Name: <<xxxxx>>, job profile/level: Nuclear engineering adviser
Name: <<xxxxx>>, job profile/level: Civil engineering and construction adviser
Name: <<xxxxx>>, job profile/level: Commercial, contractual and procurement strategy adviser
- 3.2 The activities of the Core Team, mentioned in article 3.1, are understood to at least involve:
- 3.2.1 The activities listed under 2.2 of the Tender Document.
 - 3.2.2 The rendering of reactive general advice and/or support within the LTA scope, as contained in subsection 2.3.3 of the Tender Document, to Contracting Authority following queries or proposals of Contracting Authority staff.
- 3.3 Core Team members must have a valid VOG, provided they can show proof of a VOG application or a valid VOG at the start of the Further Agreement. Should a Core Team member fail to acquire a VOG, Contractor must offer a placement staff member of similar competency and experience.

4. Duration

- 4.1 This Further Agreement and has an initial contract period of three (3) months starting from <<date>> and ending <<date>>. The Contracting Authority reserves the right to terminate this Further Agreement unilaterally when a new Further Agreement regarding the deployment of the Core Team incorporating the way of working has been signed.)

Met opmerkingen [RR3]: Wanneer komt dit voor? Hoe zit het met verlenging?

5. Place and time of work

- 5.1 The work will, in principle, be performed at the offices of either the Contracting Authority or the Contractor, with due regard to requirement 3.2.4 of the Tender Document.
- 5.2 (The work of the entire Core Team, as referred to in Article 3.1, shall be carried out from Monday to Friday, with the entire Core Team put together being permitted to work a total of 1.000 manhours maximum over the duration of this Further Agreement.)

Met opmerkingen [SP4R3]: Ook dit is een bewuste keuze. Er is geen verlengingsoptie. Dit kan worden inzet indien na het maken PVA Way of Working er eerder een nieuwe Nok wordt opgesteld voor inzet van het coreteam. Kans is er dus wel.

Met opmerkingen [RR5]: Moet dit niet ook worden vermeld in het aanbestedingsdocument.

6. Financial provisions

- 6.1 The Contractor will perform the Services to be provided under this Further Agreement for a price based on actual time worked (with a maximum 1.000 manhours for this Further Agreement conform article 5.2), using the rates referred to the Tender in response to the European call for tenders with reference 202510062 and date xx (Annex 2 Core Team Pricing Sheet).

Met opmerkingen [SP6R5]: We moeten dit nog echt even bespreken en gaan werken met toch min tarieven (hoeft niet marktconform, maar om strategisch inschrijven te voorkomen. Ik zal dit voor jullie uitwerken ③).

- 6.2 Payment will be made on receipt and approval of a monthly submitted invoice.

- 6.2.1 **For companies established in the Netherlands only:**
Contractor must send the invoices electronically to:
Ministry of Economic Affairs and Climate
Organisation identification number: 00000003952069570000
Attn. Financiële administratie

Invoices must be sent in one of the three following ways:

- o Invoicing portal of the Dutch government;
- o E-invoicing with your own (accounting) software package through [Peppol](#);
- o E-invoicing through a service provider.

If you create an e-invoice via the invoicing portal, you only need to enter the order number in the field "Reference or order number". Sending more information in the field "Reference or order number" can lead to problems in the automatic acceptance and processing of the invoice.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-verzenden>

If the invoice does not meet the above requirements or is not sent in the manner stated, this may result in the invoice not being processed or the payment term being extended.

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl.

For questions regarding e-invoicing via an accounting program ([Peppol](#)), please contact operations@peppolautoriteit.nl.

For more information go to: [E-invoicing the Dutch central government: information for suppliers](#) | [Helpdesk e-factureren \(helpdesk-efactureren.nl\)](#)

6.2.2 For companies not established in the Netherlands
The paragraph concerning e-invoicing does not apply to companies located outside of the Netherlands.

You must send the invoices in PDF to pdfacturen@minezk.nl.

The invoice must be specified with Purchase order number

When your invoice is not submitted in accordance with these requirements, it will not be processed or the payment term will be extended.

7. Contacts and reports

7.1 For the purpose of this Further Agreement, the Contracting Authority's contact is ... and the Contractor's contact is The contacts will hold consultations on the Contractor's implementation of the work as frequently as the Contracting Authority demands, and at least once per three months.

7.2 Notwithstanding the provisions of article 8.2 of the ARVODI 2025, the contacts cannot make legally binding agreements on the Parties' behalf.

Thus agreed and duly signed by both parties,

The Hague,

[date]:

[place],

[date]:

For the Minister for Energy Infrastructure
and Nuclear Affairs,
and commissioned by

[Contractor's name][name of portfolio]

[name Contractor]

[signatory's name]

Team manager Procurement Office

[signatory's name]

[signatory's position]

Annexes:

Annex 2 – Core Team Pricing Sheet