



## **Framework Agreement ARVODI-2025 relating to Expert support Cost effectiveness and business case analyses for future offshore wind farm sites**

IUC reference number: 202602143

### **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 Jeroen Lamers, Energy, Climate and Sustainability Directorate of the Netherlands Enterprise Agency, 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]**, hereinafter referred to as the Contractor,

### **WHEREAS:**

- The Contracting Authority wishes, in relation to the performance of Services in the area of Expert support Cost effectiveness and business case analyses for future offshore wind farm sites to agree fixed terms with 1 (one) service provider for a period of 3 (three) years (hereafter referred to as: 'the Framework Agreement'), laying down the conditions applicable to all Services to be performed during the said term;
- In this connection the Contracting Authority has, conducted an EU contract award procedure on the basis of the Tender Document and subject to the Public Procurement Act 2012;
- The Contracting Authority awarded the contract to the Contractor on **[date]**;
- This Framework Agreement lays down the conditions that apply to all Call-off orders for the performance of Services that the Contracting Authority intends to place during the term of this Framework Agreement.

### **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 derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Document: the Contracting Authority's document dated **[date]**, ref.202602143, which describes the tender procedure, as well as the specific requirements, scope, and conditions for the performance of the Services during the term of the Framework Agreement.

Services: the work that the Contractor is to perform for the Contracting Authority pursuant to a Call-off order, placed on the basis of this Framework Agreement.

Tender: the tender dated **xxx**, submitted by the Contractor on the basis of the Tender Document in the context of the EU contract award procedure dated **....**

Call-off order: the unilateral confirmation of order by which the Client informs the Contractor that the Client wishes to make use of the Contractor's services in the field of expert support. The Client may call off the Services during the term of the Framework Agreement.

## **1. Object of the Framework Agreement**

- 1.1 During the term of this Framework Agreement, the Client is entitled to issue a Call-off Order for the provision of Services. The Contractor is obliged to carry out that Call-off Order in accordance with the terms and conditions and rates set out in this Framework Agreement.
- 1.2 On this Framework Agreement, and on any Call-off orders, are exclusively applicable 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 Memorandum of Information, **[datum invullen]**;
  3. the ARVODI-2025
  4. the Tender Document including annexes;
  5. the Tender issued by the Contractor to the Contracting Authority on **[datum invullen]**.
- 1.4 The terms of this Framework Agreement apply in full to all Call-off orders placed during the term of this Framework Agreement between the Contracting Authority and the Contractor concerning placed Call-off orders for the performance of Services, unless a Call-off order expressly departs from this Framework Agreement.
- 1.5 A Call-off order 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 **<<datum>>** and has a contract period of 3 (three) years.
- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from any Call-off orders. The terms of this Framework Agreement continue to apply to any Call-off orders remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Call-off order under this Framework Agreement will be stipulated in the individual Call-off order for the performance of Services. A Call-off order may continue for a maximum of 6 months after the termination of the Framework Agreement.
- 2.4 In addition to the provisions of article 21 of the ARVODI-2025, Contracting Authority is entitled to terminate this Framework Agreement prematurely as soon as the maximum value of the contract is reached as described in the Tender Document, or is threatened 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. Contracting

Authority shall inform Contractor as soon as possible if and when he wants to invoke this right and he will observe a reasonable notice period.

### **3. Price and other financial provisions**

- 3.1 The maximum value of the Framework Agreement is as mentioned in the Tender Document.
- 3.2 The Contractor may invoice after completion of a Call-off order or retrospectively based on the actual number of hours worked quarterly. The hourly rates for the performance of the Services are:
- |                    |                             |
|--------------------|-----------------------------|
| for Senior experts | € XXX per hour (excl. VAT); |
| for Junior experts | € XXX per hour (excl. VAT). |
- 3.3 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.
- 3.4 The hourly rates cover all Services to be performed by the Contractor under this Framework Agreement. It includes the cost of any materials needed for that purpose, and any additional costs.
- 3.5 The agreed maximum or other rates are fixed and invariable for the duration of this Framework Agreement.
- 3.6 Article 15.1 of the ARVODI-2025 concerning [e-invoicing](#) does not apply to companies registered outside the Netherlands.  
You must state the order number on your invoice. You can send your invoice by e-mail in PDF format to [Energie.Roermond@rvo.nl](mailto:Energie.Roermond@rvo.nl).
- 3.7 Payment will be made once the Services performed in accordance with a Call-off order have been received and accepted by the Contracting Authority.

### **4. Contacts**

- 4.1 The contact person of the Contracting Authority is [\[naam en functie\]](#).  
The contact person of the Contractor is [\[naam en functie\]](#).
- 4.2 Notwithstanding the provisions of Article 8.2 of the ARVODI 2025, the contacts cannot make legally binding agreements on the Parties behalf.

### **5. Integrity**

The Contractor declares that the Contracting Authority's Staff have not been given and are not being given any benefit in the context of the award of this Framework Agreement.

### **6. Intellectual property rights**

- 6.1 As provided in Articles 23.1, 23.4 and 23.5 of the ARVODI-2025, all copyrights and database rights that can be exercised in respect of the results of the Services are assigned to the Contracting Authority. The Contractor assigns these rights to the Contracting Authority as soon as they arise.
- 6.2 In addition to Article 23 of the ARVODI 2025, the Contracting Authority has sole authority to publish reports or parts thereof. The Contractor will be cited as the implementing

organization if the Contracting Authority decides to do so. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so.

## **7. Obligation to supply information and audit obligation**

- 7.1 If concrete circumstances give cause to do so, the Contracting Authority can perform an audit (or have an audit performed by an authorized third party). The Contractor will cooperate fully with such audits, including granting access to relevant Contractor's Staff for interviews and operational reviews, unless the Contractor cannot reasonably be expected to do so. Contractor has the right to carry out these audits for a period of three years after the termination of the Framework Agreement or a Call-off-Contract.
- 7.2 The Parties themselves will bear the costs they incur in connection with the information provision and audits referred to in this article, including the costs of third parties engaged by them.
- 7.3 The Contracting Authority may, as a consequence of the information obtained pursuant to this article, propose further measures at any time. The Contractor shall implement such measures insofar as reasonable.

## **8 Other Terms and Conditions**

- 8.1 If the duties of confidentiality that apply to the Contractor and its Staff pursuant to article 11 of the ARVODI 2025 are breached, a penalty of €10.000,- per event is payable by the Contractor.
- 8.2 In addition to Article 25.2 of the ARVODI 2025, it is sufficient to provide a copy of an insurance certificate.
- 8.3 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.
- 8.4 By way of addition to article 21 of the ARVODI 2025 on ending the Contract, the Contracting Authority may cancel this Framework Agreement in writing or by email with immediate effect without recourse to the courts and without being required to send any prior demand 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 quater 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 quater of the Criminal Code and that person is a member of the Contractor's administrative, management or supervisory board or has powers of representation, decision or control therein.
- In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes final and unappealable.
- 8.5 In addition to the provisions of ARVODI 2025 - Article 20 Force majeure, the following applies with respect to force majeure. Disruptions or delays in the performance of assignments as a result of the Covid-19 or similar pandemic shall in principle not be regarded by the Contracting Authority as a form of force majeure, unless such disruptions or delays result directly and demonstrably from measures taken by the central government of the country

where the work is to be performed, containing restrictions on travel movements or transport restrictions that were not foreseeable in advance.

Thus agreed and duly signed by both parties,

The Hague, [date]

[place], [date]

For the Minister of  
Economic Affairs and Climate Policy

[name Contractor]

and commissioned by,  
Jeroen Lamers, Energy, Climate and  
Sustainability Directorate  
the Netherlands Enterprise  
Agency:

[signatory's name]

[signatory's name and position]

[Schedule(s): ...]