

Concept Framework Agreement

between
Invest International Public Programmes B.V.
And

<name contractor>

concerning
Framework for Advisory Services
for <name lot>

Contractnumber:

Date:



The undersigned:

1. Invest International Public Programmes B.V., a private company with limited liability incorporated under the laws of The Netherlands, has its registered office in The Hague, and its principal place of business at Bezuidenhoutseweg 12, 2594 AV, The Hague, registered with the Dutch Chamber of Commerce under registration number 83526617 and legally represented by <name>, Director Public Sector and <name>, CIO, hereinafter referred to as "**Contracting Authority**",

and

<Name Contractor>, located at <name of place>, with Chamber of Commerce number: <registration number> represented by Mr/Mrs <First name> <Surname>, <Function>, hereinafter referred to as "**Contractor**"

collectively referred to as the Parties

CONSIDERING THAT:

The Contracting Authority has a need for <name lot>, hereinafter named as "**Assignment**" and wishes to make arrangements with the Contractor for this purpose for a certain period;

2. The Contracting Authority wishes to conclude a Framework Agreement for that purpose with a term of two (2) years with two (2) times an extension option of one (1) year (hereinafter: the Framework Agreement);
3. This Framework Agreement sets out the terms and conditions applicable to all Assignments for the <name lot> during the term of this Framework Agreement awarded by the Contracting Authority to the Contractor;
4. For these Assignments the Contracting Authority has organized a European public tender process, published at <...day/month/year...>;
5. <...name of company...> has submitted a proposal on <...day/month/year...>;
6. <...name of company...> has made itself sufficiently aware of what the Contracting Authority wishes to achieve by means of the Framework Agreement;
7. The Contracting Authority has awarded the Framework Agreement to the Contractor;

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Several terms in this Framework Agreement are capitalized. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025) (appendix 1). Notwithstanding or in addition to, the following terms are defined in this Framework Agreement:

Framework Agreement: The Agreement based on which the Contracting Authority may award Assignments for the provision of <name lot> Assignments to the Contractor during the term of this Framework Agreement. Each Assignment from the Contracting Authority to the Contractor will be confirmed per purchase order by the Contracting Authority.

Proposal: a Proposal for a <name lot> Assignment issued by the Contractor to the Contracting Authority under this Framework Agreement following a Request for Quotation.

Request for Quotation: an invitation by the Contracting Authority under this Framework Agreement to the Contractor to issue a Proposal/Quotation for an Assignment to provide <name lot>.

1. Object of the Framework Agreement / further details of the requested advisory

- 1.1 The Contracting Authority is entitled to issue Requests for Quotation during the term of this Framework Agreement for Assignments to provide <name lot>. If the Assignment stated in the Request for Quotation is awarded to the Contractor by the Contracting Authority, the Contractor is obliged to perform that Assignment in accordance with the terms of this Framework Agreement.

Article 2. Conclusion, duration, and termination

- 2.1 This Framework Agreement shall enter into force on 1 November 2026 and shall remain in effect until 1 November 2028.
- 2.2 The Contracting Authority is not obliged, during the term of this, to issue Assignments to perform <name lot> during the term of this but is entitled to do so. Contractor therefore has no claim to obtain Assignments during the term of this Framework Agreement.
- 2.3 The terms of this Framework Agreement shall apply to all Assignments to perform <name lot> between the Contracting Authority and the Contractor concluded during the term of this Framework Agreement.
- 2.4 The Termination of this Framework Agreement shall not affect the rights and obligations of the Assignments under this Framework Agreement. The conditions of this Framework Agreement shall continue to apply to all Assignments that continue after the termination of this Framework Agreement.
- 2.5 The duration of each Assignment will be determined in the order confirmation.

Article 3. Price and other financial provisions

In addition to the financial provisions of the Framework Agreement, the following applies:

- 3.1 The Contractor shall invoice per Purchase Order (PO) the actual number of advisory hours spent based on the hourly rates of € <hourly rate> for a senior consultant, € <hourly rate> for a medior consultant and € <hourly rate> for a junior consultant. Rates are excluding VAT. It is expected that the Assignments within this Framework Agreement can be performed in the Netherlands and that travel will not be required. If travel is considered necessary, travel and accommodation expenses are excluded.
- 3.2 The price includes all taxes, levies or duties not specified herein, which are or will be levied in or outside the Netherlands, by a country or part of a country (which has the power to levy taxes independently).
- 3.3 The price includes any transaction and/or currency and/or other charges payable by the Contractor on account of exchange of charges incurred by the Contractor in other currencies to Euro or vice versa.
- 3.4 The price relates to the <name lot> Assignment to be performed by the Contractor in the context of this Framework Agreement and any materials required for this purpose.
- 3.5 The agreed rates are fixed until 1 November 2027. Thereafter, indexation requests may be submitted once per calendar year, exclusively in the month of August. The indexation shall be based on the most recently published monthly index available at the time of the request. Indexation requests shall be submitted to: procurement@investinternational.nl.

3.6 Rates may be adjusted in accordance with the CBS (Statistics Netherlands) index: 'CAO-lonen, contractuele loonkosten en arbeidsduur', using the following specifications:

- Series: Index figures CAO wages per hour including special payments
- Sector: Total CAO sectors
- Branch classification (SBI 2008): M-N Business Services (Zakelijke dienstverlening)
- Base year: The most recently published base year (currently 2020 = 100)
- Version: Latest available figures published on CBS StatLine

The following formula shall apply:

(Index current month – Index same month previous year)

----- x 100%

(Index same month previous year)

Negative indexation shall not apply unless explicitly agreed otherwise in writing.

3.7 The Contractor shall submit the indexation request in writing, including:

- a print-out or extract from CBS StatLine clearly showing the applied index figures;
- a calculation of the proposed adjustment in accordance with the formula under Clause 3.6;
- a specification of the current rates and the proposed adjusted rates;
- a reference to the relevant Framework Agreement.

3.8 Upon receipt of a complete indexation request, the Contracting Authority shall verify the request and notify the Contractor in writing whether the request is approved.

3.9 The Contracting Authority reserves the right to reject or not consider indexation requests that:

- are submitted outside the month of August;
- are incomplete or insufficiently substantiated; or
- do not comply with the requirements set out in this article.

In such cases, the applicable rates shall remain unchanged for the relevant period.

3.10 Indexation shall apply only to future assignments. Rates for Purchase Orders or Assignments already issued under the Framework Agreement prior to the effective date of the approved indexation shall remain unchanged.

3.11 The Contractor sends the invoice/invoices to: invoices@investinternational.nl. Only e-invoices will be processed and paid. To process the invoices as good and as quickly as possible, the invoice must meet the following criteria:

- The attached invoice is in PDF-format
- One invoice per PDF
- Only one invoice will be attached to each email

The invoice shall contain at least the following information:

- a. Invoice number;
- b. Invoice date;
- c. Contractor's name and address;
- d. Contractor's chamber of commerce (CoC) number;

- e. Contractor's VAT identification number;
- f. Contractor's full bank details (IBAN, and for parties outside the Netherlands also BIC and Intermediary bank details);
- g. The advisory Assignment provided, with the correct Purchase Order-number;
- h. Date or period on which the advisory Assignment took place;
- i. The total number of hours, the hourly rate excluding VAT;
- j. The total amount the Contractor charge, excluding VAT;
- k. The VAT rate the Contractor charge;
- l. The amount of VAT to be paid;
- m. Name and address details of Invest International Public Programmes B.V: Bezuidenhoutseweg 10, 2594 AV The Hague;
- n. Cost centre 130.02 Invest International Public Programmes B.V.;
- o. VAT number (NL862904602B01) and KVK number (83526617) of Invest International Public Programmes B.V.

3.12 An invoice that does not meet the above requirements will not be processed. If the Contractor has any questions or problems with the submission of the invoices, please report this to invoices@investinternational.nl.

3.13 The Contracting Authority shall pay an invoice that complies with the invoicing conditions as stated in article 3.6 of this Framework Agreement within a period of 30 days from the invoice date to an account number specified by the Contractor. Invoices that do not meet the invoicing conditions will not be dealt with by the Contracting Authority. The Contractor will then receive the invoice in return with a request to correct the missing and/or incorrect data.

Article 4. Other terms and conditions

4.1 This Framework Agreement and any Purchase Orders under from this Framework Agreement, shall be exclusively governed by the "General Government Terms and Conditions for Public Service Contracts 2025 (ARVODI 2025)", insofar as this Framework Agreement does not deviate from them. The applicability of (any) general and special conditions of the Contractor is excluded.

4.2 In addition to the provisions of article 11 of the ARVODI 2025: "For the purpose of (the execution of) the Framework Agreement, the Contracting Authority and the Contractor may communicate with each other by electronic means and/or make use of electronic storage (including cloud applications), whereby the Contractor is permitted to provide confidential information to IT (cloud) service providers on a confidential basis and solely for the support of the Contractor's business operations. The Contractor remains responsible towards the Contracting Authority for the confidentiality of the confidential information by the IT (cloud) service providers concerned."

4.3 Article 12.2 – 12.4 of the ARVODI 2025 shall not apply.

4.4 Article 13.2 and 13.3 of the ARVODI 2025 shall not apply.

4.5 Article 17 of the ARVODI 2025 shall not apply.

4.6 In addition to the provisions of article 19 of the ARVODI 2025, the Contractor shall indemnify the Contracting Authority against any third-party claims for compensation of damage because of the shortcoming referred to in article 19.2 of the ARVODI 2025.

4.7 In addition to the provisions of article 19 of the ARVODI 2025, will the Contractor's liability lapse **three (3)** years after completion or termination of the Purchase Order.

4.8 In addition to the provisions of article 21 of the ARVODI 2025, the Contracting Authority may terminate this Framework Agreement without any demand or notice of default, with immediate effect out of court by registered letter, in the following cases:

- a. if the Contractor has been irrevocably convicted under criminal law of discrimination within the meaning of articles 137c up to and including 137g and article 429 quater of the Dutch Penal Code, or;
- b. if the Contractor's personnel have been irrevocably convicted under criminal law for discrimination within the meaning of articles 137c through g and article 429 quater of the Penal Code, and the person concerned is a member of an administrative, managerial, or supervisory body of the Contractor or has powers of representation, decision-making or control therein.

In the cases referred to under a. and b., the right to dissolution will lapse three years after the relevant conviction has become irrevocable.

4.9 In addition to the provisions of article 23 of the ARVODI 2025, it applies that the Contractor may use the data obtained through the execution of the Assignment for scientific research and scientific education, except for privacy-sensitive data. In doing so, the Contractor does not act against the interests of the Contracting Authority. In case of doubt in this respect, the Contractor will consult with Contracting Authority in advance. If the Contracting Authority decides not to publish the results of the Assignment, the Contractor can request the Contracting Authority in writing to be allowed to publish the performances under his own management. Such permission must be given in writing and will not be refused without reasonable cause. The Contracting Authority may attach conditions to the granting of this permission.

4.10 Regarding article 25.2 of the ARVODI 2025, a copy of the mentioned insurance certificates is sufficient.

4.11 In addition to the provisions of article 26.4 of the ARVODI 2025, "in compliance with the provisions of the GDPR", must be added to the last sentence.

Article 5. Conditions of non-policy-oriented research

5.1 General

- a. The Contracting Authority shall not use research methods developed in-house by the Contractor without the Contractor's permission.
- b. The Contracting Authority may always carry out (or have carried out) analyses or other processing of the research data itself or complete (or have completed) the research.

5.2 Transfer of ownership of research material

The Contractor will transfer to the Contracting Authority, at the same time as the Contracting Authority accepts as its property, all the materials received, purchased and/or produced and processed by the Contractor for the purposes of the investigation, to the extent that the Contractor is able to dispose of them and to the extent that data have been recorded on them which are part of the investigation. The delivery takes place by both Parties hereby declaring that the Contractor will keep the said material for the Contracting Authority. The material to be transferred as property will not include the material on which the addresses used for the purposes of the investigation have been recorded unless this material has been obtained through the intervention or on the instructions of the Contracting Authority.

Article 6. Preservation

6.1 Unless otherwise agreed in writing, the Contractor will keep the material referred to in article 5.2 of this Framework Agreement at no cost to the Contracting Authority for a period of five (5) years, commencing on the date the Framework Agreement is signed.

6.2 Contractor will replace the aforementioned material free of charge for as long as he has it in his possession, if it has become wholly or partly unusable, has been destroyed or has been disposed of, for whatever reason, all this insofar as replacement is reasonably technical possible and desired by the Contracting Authority acting reasonably.

6.3 At the end of the five (5)-year period, the Contractor will make the material available to the Contracting Authority or destroy it free of charge at the request of the Contracting Authority. If the Contractor does not notify the Contracting Authority of the expiry of the aforementioned period, the storage will be tacitly continued until such time as either Party gives written notice that it wishes to terminate the storage.

6.4 Only permitted as required based on applicable regulations, the Contractor is entitled to keep internal files in relation to the Assignment. The Contractor shall take appropriate measures to ensure the confidentiality and safe custody of the internal files and keep the files for the aforementioned period acceptable for proper professional practice and in accordance with statutory provisions and professional rules. The internal files are the property of the Contractor.

Article 7. Publication

7.1 In connection with the provisions of section 15b of the Copyright Act 1912 and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in respect of the research reports or the database under copyright or database law respectively.

7.2 In accordance with the provisions of article 23 of the ARVODI 2025, the following applies to publication: "Only the Contracting Authority is entitled to publish the reports. The Contracting Authority will cite the Contractor as the implementing organization. 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."

7.3 In addition to the provisions of article 23 of the ARVODI 2025, the following applies: "The Contractor is permitted to use the results of the Consultancy Services, except for privacy-sensitive information. In doing so, the Contractor must not act contrary to the Contracting Authority's interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance."

Article 8. Declaration of integrity

8.1 Contractor declares that in the context of the award of this Framework Agreement, he has not offered, given, arranged for the offer of, or caused the offer of, staff of the Contracting Authority to be offered, given, arranged for the offer of, or caused the offer of, any benefit whatsoever. Nor will it do so to induce persons employed by the Contracting Authority to perform or refrain from performing any act.

Article 9. Non-solicitation

9.1 During the performance of the work and within one (1) year after termination of the Framework Agreement, the parties shall not employ or otherwise engage or negotiate with the other party's persons involved in the work, except with the prior express written consent of the other party, which consent shall not be withheld on unreasonable grounds. However, it is permitted to employ or otherwise engage a person even if involved in (one of) the Assignment(s) if such person takes itself the initiative to apply for an employment at the other Party.

Article 10. Conflict of interest

10.1 When submitting a Proposal/Quotation in response to a RfQ, the Contractor confirms that there is no conflict of interest to perform the Assignment, either to the Beneficiary government or to support the Contracting Authority's internal appraisal procedures. A particular situation is that if the Contractor act as consultant to any stakeholders in the preparation or development phase of a Project, the same Contractor cannot act as appraisal/reviewer for review studies and support in the drafting of the Contracting Authority internal DRIVE Appraisal for the same Project.

10.2 Pursuant to paragraph 10.1, the Contractor remains responsible to assess if a conflict of interest may occur when executing an Assignment under this Framework Agreement, and the Contracting Authority shall not liable or responsible for Assignments contracted under this Framework Agreement which may result in the impossibility for the Contractor to bid for other Assignments.

Article 11. Contact persons / Project leaders

11.1 The Contracting Authority's contact is Angela van der Sluijs.
The Contractor's contact is [<Name contact person>](#).

Article 12. Final provision

12.1 In addition to the provisions of [article 22 of the ARVODI 2025](#), in the event of early termination of this Framework Agreement, the Contracting Authority may demand that the Contractor conclude the Assignment and transfer the results to the Contracting Authority or to a third Party designated by it in such a way that the research can continue unhindered.

12.2 Any derogations from this Framework Agreement are binding only if they have been expressly agreed by the Parties in writing.

12.3 The Framework Agreement is exclusively governed by Dutch law.

12.4 All disputes arising from this Framework Agreement will only be submitted to the competent court in The Hague.

Thus, agreed and signed in duplicate,

The Contracting Authority

Invest International Public Programmes B.V.

Invest International B.V.

On behalf of this,

<Name>

<Name>

Director Public Sector a.i.

CIO

The Hague,

The Hague,

Contractor

<Name Contractor>

<Name and Surname subscriber>

<Function subscriber>

<Place>, <date>

Appendices:

Appendix 1 Tender Document, Appendices included, dated <date>

Appendix 2 Terms of Reference (ToR)

Appendix 3 Memorandum/memoranda of Information, dated <datum>, <datum>

Appendix 4 Proposal Contractor, dated <date>

Appendix 5 ARVODI 2025

Appendix 6 Verification report

Let's build the sustainable markets of tomorrow together.

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