

Draft CONTRACT

Geophysical Survey Doordewind Wind Farm Zone

[Lot 1 – Seabed Survey / Lot 2 – 3D Seismic Survey]

Reference: 202605121

Project number: WOZFB26001

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the the Minister of Climate Policy and Green Growth, legally represented in this matter by [Signatory's name], [signatory's position] 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 [Signatory's name], [signatory's position], hereinafter referred to as the Contractor,

together referred to as the 'Parties' and individually as a 'Party',

WHEREAS:

1. The Contracting Authority wishes, in relation to the execution of Work for the 'Geophysical Survey of Search Area 6/7 – [Seabed Survey (Lot 1) / 3D Seismic Survey (Lot 2)]', to agree fixed terms for a certain period with one Contractor;
2. To this end, the Contracting Authority wishes to conclude an agreement, hereafter referred to as Contract, laying down the conditions applicable to the execution of Work to be awarded by the Contracting Authority during the contract period;
3. An EU tender procedure for the selection of a Party to this Contract has been conducted in accordance with the Public Procurement Act 2012 (amended per 1 July 2016), based on the Tender Document published on September 14th, 2026;
4. During the procurement procedure, the Contracting Authority published the Memorandum of Information on [date], containing the questions raised by Tenderers, the corresponding answers and any additional information provided by the Contracting Authority;
5. Tenderers were invited to submit their Tenders no later than [date] in accordance with the requirements set out in the Tender Document;
6. The Contracting Authority has assessed the submitted Tenders in accordance with the award methodology set out in the Tender Document and has determined that the Tender submitted by the Contractor constitutes the Most Economically Advantageous Tender;
7. Based on a joint assessment of the facts, based on the Tender submitted by the Contractor, the Contracting Authority and the Contractor agree that the Work performed under this Contract relates to, contributes to or is necessary for the future construction of wind farms outside the twelve-mile zone, measured from the Dutch coast.

Definitions

In the Tender Document (including Annexes) and in this Contract, definitions with a capital letter have the meaning assigned to them in the Conditions of Contract (Annex 5_II) or the meaning assigned to them in the Definition of Terms (Annex 1), provided that the meaning given in the Definition of Terms prevails over the meaning given in the Conditions of Contract.

1. Subject matter of the CONTRACT

- 1.1 The following documents form an integral part of this Contract. In the event of inconsistencies between the Contract Documents, the document with the higher ranking shall prevail over the document with the lower ranking:
1. this document (Annex 5-I Contract);
 2. Annex 1- Definition of Terms;
 3. the Memorandum of information, issued by Contracting Authority on [date];
 4. the following sections of Annex 5 Contract Documents:
 - II Conditions of Contract
 - III-A (Lot 1)/B (Lot 2) Pricing Schedule
 - IV-A (Lot 1)/ B (Lot 2) Scope of Work
 - V Health, Safety & Environment (HSE) Requirements
 - VI Quality Requirements & Administrative instructions (QA);
 5. The Tender document (excluding the Annexes), dated September 14th, 2026;
 6. The Tender issued by the Contractor to the Contracting Authority, dated [date] including the by Contractor completed Annexes;

2. Formation and duration of the Contract

- 2.1 This Contract shall enter into force upon signature by both Parties.
- 2.2 The Work shall be performed during the period from [date] until [date], subject to the provisions of this Contract regarding extensions, variations and termination.

The Contracting Authority has the option to extend the Contract two times, exercisable unilaterally by the Contracting Authority, under the same terms and conditions, for a period of up to one (1) year each time. The total duration of the Contract is therefore a maximum of four (4) years, including the extension options.

If the Contracting Authority does not wish to exercise an option to extend, it shall notify the Contractor in writing no later than three (3) months prior to the expiration of the initial term or the term then in effect. In that event, the Contract shall terminate by operation of law upon the expiration of the initial term or the term then in effect. In the absence of such notification from the Contracting Authority, an option to extend shall automatically take effect, if and to the extent that such an option remains available.

If the fixed total Contract Price is exceeded (or is threatened to be exceeded), the Contracting Authority has the right to unilaterally terminate the Contract, without compensating the Contractor for this, in whatever form. See further in this regard the provisions in this Contract.

- 2.3 The applicable Key Dates and Cycle Times are specified in ['Annex 5-III-A Pricing Schedule - Seabed Survey (Lot 1)'/ 'Annex 5-III-B Pricing Schedule - 3D Seismic Survey (Lot 2)'].

3. Price and other financial provisions

- 3.1 The Contractor will execute the Work in accordance with this Contract against the Contract Price, as specified in ['Annex 5-III-A Pricing Schedule - Seabed Survey (Lot 1)'/ 'Annex 5-III-B Pricing Schedule - 3D Seismic Survey (Lot 2)'].

- 3.2 It is expressly agreed that if the Contractor does not charge VAT, but some or all of the Work are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 3.3 The fixed total Contract Price includes all costs related to the execution of the Work, including but not limited to personnel costs, vessel costs, equipment costs, software costs, mobilisation and demobilisation costs, accommodation costs, insurance costs, overhead costs and all other costs necessary for the performance of the Work.

No additional costs shall be charged to the Contracting Authority unless explicitly provided for in this Contract.

- 3.4 The Contractor may be eligible for compensation of part of the fuel costs incurred during offshore Work only under the conditions set out in this clause.
For the purpose of calculating fuel cost compensation:
- the baseline fuel bunkering price, measured by the Rotterdam Bunker Prices LSMGO index in USD per m³ on the Tender submission deadline, shall be defined as "A";
 - the actual fuel bunkering price, measured by the Rotterdam Bunker Prices LSMGO index in USD per m³ on the date of actual bunkering for the offshore Work, shall be defined as "B";
 - the amount of fuel used during the offshore Work days included in [[Annex 5-III-A Pricing Schedule - Seabed Survey \(Lot 1\)](#)] / [[Annex 5-III-B Pricing Schedule - 3D Seismic Survey \(Lot 2\)](#)] shall be defined as "C".

The Contracting Authority shall only compensate eligible fuel costs for the number of offshore Work days included in the Pricing Schedule. Any additional offshore Work days exceeding this number shall not qualify for additional fuel cost compensation.

The Contractor shall only be eligible for fuel cost compensation if the actual fuel bunkering price exceeds the baseline fuel bunkering price by more than thirty percent (30%).

If this threshold is exceeded, the fuel cost compensation shall be calculated as follows:

$$[B - (A \times 1.30)] \times C.$$

The Contractor shall provide supporting evidence, including:

- bunkering certificates and fuel invoices demonstrating the actual fuel bunkering price;
- evidence of the actual fuel consumption during the offshore Work;
- evidence that the bunkering took place at the port from which the offshore Work was executed.

- 3.5 With exception to fuel prices described in 3.4 all other agreed prices and rates shall remain fixed until February 2029.

After this date, indexation of the agreed prices and rates is only possible if the option to extend the Contract is invoked.

The prices and rates may be adjusted once during the extension period. The Contractor may submit a request for indexation no later than three (3) months before the end of the applicable Contract Period. Requests for indexation shall be submitted to: contractmanagement@RVO.nl.

The prices and rates may be adjusted in accordance with the index published by Statistics Netherlands (CBS StatLine) for collectively agreed hourly wages, including special remuneration, in the business services sector.

For the purpose of the indexation calculation, the monthly index figure applicable to the most recently published month preceding the request shall be used. The index figure applicable in the month in which the Contract commenced shall be set at 100%.

The Contractor's request for indexation shall be substantiated and shall include:

- a. a calculation of the proposed indexation;
- b. a printout or extract of the relevant CBS StatLine index information;
- c. a reference to this Contract;
- d. an overview of the current prices and rates and the proposed indexed prices and rates.

The Contracting Authority shall assess the request and inform the Contractor in writing whether the requested adjustment of prices and/or rates is accepted. The Tenderer will not submit any zero or negative prices/rates.

3.6 *For companies established in the Netherlands*

Contractor shall submit invoices electronically in accordance with the manner prescribed in the Tender Document.

Please send the invoices electronically to:

RVO-Energy

Dutch Government Identification Number (OIN): [\[OIN-nummer\]](#)

Please send them through:

- The invoicing portal of the Dutch government;
- E-invoicing with your own (accounting) software package through Peppol;
- E-invoicing through a service provider.

For more information: <https://www.helpdesk-efactureren.nl/e-facturen-versturen>. For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, or +31 (0)88-0424400, option 2.

For questions regarding e-invoicing via an accounting program (Peppol), please contact operations@peppolautoriteit.nl or +31 (0)20-3697653.

The following project number should be stated on the invoice(s): **WOZFB26001**.

For companies not established in the Netherlands

Notwithstanding the provisions on electronic invoicing, the Contractor will send the invoice(s) to the Contracting Authority by e-mail. The Contractor will send the invoice(s), quoting reference number 202605121 and project number **WOZFB26001**, to: energie.roermond.facturen@rvo.nl.

4. **Contact persons**

4.1 The contact person on behalf of the Contracting Authority is:

Name: [\[name of contact person\]](#)

E-mail address: [\[e-mail address\]](#)

Telephone number: [\[telephone number\]](#)

The contact person on behalf of the Contractor is:

Name: [\[name of contact person\]](#)

E-mail address: [\[e-mail address\]](#)

Telephone number: [\[telephone number\]](#)

4.2 At least twice per year, the contact persons of the Parties shall consult on the implementation of this Contract (interim evaluation(s)).

4.3 The contact persons referred to above are not authorized to enter into legally binding agreements on behalf of the Parties.

- 4.4 In addition to Clause 3.1 of 'Annex 5-II Conditions of Contract':
the Contracting Authority's representative is:
Name: [name of contact person]
E-mail address: [e-mail address]
Telephone number: [telephone number]

The Contractor's representative is:
Name: [name of contact person]
E-mail address: [e-mail address]
Telephone number: [telephone number]

5. Time and place

- 5.1 The Work will be executed at the worksite and during the period specified in 'Annex 5-IV [A (Lot 1) / B (Lot 2)] Scope of Work'.

6. Other Terms and Conditions

- 6.1 As referred to in Clause 29.6 of 'Annex 5-II Conditions of Contract'; the addresses for the service of notices are:
- Contracting Authority: [Address]
- Contractor: [Address]
- 6.2 As referred to in Clause 31.1(b) of Annex 5, Section II – 'Conditions of Contract'; the nominees for the resolution of disputes are:
- Contracting Authority: [Nominees]
- Contractor: [Nominees]

7. Declaration of integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff, other personnel/employees of Contracting Authority, including (external) representatives acting on behalf of Contracting Authority, any benefit in order to obtain the Contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the personnel mentioned in the first sentence of this article to perform or refrain from performing any act.

8. Final provisions

- 8.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 8.2 Any written or oral agreements previously made between Parties relating to the Work that is subject of this Contract are superseded by this Contract upon signature by both Parties.

Done on the later of the two dates stated below and legally signed.

The Hague,
Date: *[date]*

[place]
Date: *[date]*

For the Minister of the Minister of Climate
Policy and Green Growth, commissioned by
[signatory's name], *[signatory's position]*
of the Netherlands Enterprise Agency,
On behalf of,

For *[Contractor's name]*,

[signatory's name]
[signatory's position]

[signatory's name]
[signatory's position]

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