



Framework Agreement ARVODI-2025 relating to the CBI "Egypt Organic Fresh Fruit and Vegetable project" lot [1/2].

IUC number: 202604031

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Economic Affairs, legally represented in this matter by Ms Judith Arends, Managing Director CBI of the Netherlands Enterprise Agency (RVO), 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 requires Services in the area of experts for a project in the organic fresh fruit and vegetables (FFV) sector in Egypt;
- The Contracting Authority intends to agree fixed terms with one (1) service provider for a certain period of one (1) year, with three (3) optional unilateral extensions for the Contracting Authority, consisting of one (1) year and subsequently two (2) times one and a half (1.5) years (hereafter referred to as: the 'Framework Agreement');
- The Contracting Authority has, regarding the contract for the CBI project in the organic fresh fruit and vegetables (FFV) sector in Egypt for lot [1/2], conducted an EU contract award procedure for the selection of Parties to this Framework Agreement on the basis of the Tender Document and subject to the Public Procurement Act 2012;
- The Contracting Authority has judged the Contractor's bid, to be the most economically advantageous bid based on the best price-quality ratio;
- The Contracting Authority awarded the Contract on [date] to the Contractor, with whom the Contracting Authority will enter into a Framework Agreement.
- This Framework Agreement lays down the conditions that apply to all Further Agreements for the performance of Services that the Contracting Authority intends to award 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], with reference 202604031, 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 award criteria.

Services: the work that the Contractor is to perform for the Contracting Authority under the terms of a Further Agreement concluded on the basis of this Framework Agreement in the area of [lot 1/2 as defined in the tender documentation].

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

Further Agreement: the contract between the Contracting Authority and the Contractor in accordance with the Request for Quotations of which the Contracting Authority may award the Contractor contracts for the performance of Services during the term of this Framework Agreement.

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

Request for Quotations: an invitation by the Contracting Authority under this Framework Agreement to the Contractor to submit a Quotation for a service contract.

1. Object of the Framework Agreement

1.1 During the term of this Framework Agreement the Contracting Authority may issue Requests for Quotations for Further Agreements 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 Further Agreement referred to in the Request for Quotations is awarded to the Contractor, the Contractor must perform that Further Agreement in accordance with the conditions of this Framework Agreement. To this end, the Contractor will in that case conclude a Further Agreement with the Contracting Authority.

1.2 On this Framework Agreement, and on any Further Agreements, 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 including annexes and schedules;
 - 1a. the Data Processing Agreement (including Data Processing Agreement annexes);
2. the Memorandum of Information, [date];
3. the Tender Document including its annexes, dated [date];
4. the ARVODI-2025;
5. the Tender issued for lot [1/2], by the Contractor to the Contracting Authority on [date], with reference 202604031.

- 1.4 The terms of this Framework Agreement apply in full to all Further Agreements 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 a Further Agreement expressly departs from this Framework Agreement.
- 1.5 A Further Agreement 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 14 January 2027 and has an initial contract period of one (1) year, corresponding to the Inception phase. Following the Inception phase, the Contracting Authority has the option to extend this Framework Agreement for the Implementation phase for one (1) year. The Contracting Authority may subsequently extend the Implementation phase twice, each time by one and a half (1.5) years. All extensions may be exercised unilaterally by the Contracting Authority under the same conditions. The Implementation phase has a maximum duration of four (4) years and the total duration of this Framework Agreement is maximum five (5) years. If the Contracting Authority does not wish to make use of an extension option, he will notify the Contractor in writing of this no later than one (1) month 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 message from the Contracting Authority, an option to extend takes effect automatically, if and insofar as such an option is still open.
- 2.2 Termination of this Framework Agreement for whatever reason does not affect rights and obligations resulting from any Further Agreements. The terms of this Framework Agreement continue to apply to any Further Agreements remaining in force after this Framework Agreement has ended.
- 2.3 The duration of any Further Agreements awarded to the Contractor under this Framework Agreement will be stipulated in the individual Further Agreements for each contract for the performance of Services.
- 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 and 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.
- 2.5 If the Contractor foresees obstacles in the execution of the assignments within the Framework Agreement, he must inform the Contracting Authority as soon as possible. If, in its opinion, the Services cannot be performed or cannot be performed to a sufficient extent, the Contracting Authority may proceed to immediate termination by means of termination of the Framework Agreement. The Contractor will then receive reimbursement of the costs in the event of cancellation by the Contracting authority in accordance with Article 21.4 of ARVODI 2025.

3. Awarding Further Agreements

- 3.1 The Contractor must submit a Quotation that complies with the provisions of this Framework Agreement, within the number of working days as stated in the Request for Quotation. The Contracting Authority will not be required to pay to obtain a Quotation.

- 3.2 The Quotation, including the fee, must comply with and may not be less favourable than the Tender submitted.

4. Replacement of non-performing experts

- 4.1 If an expert assigned is not performing adequately in his/her role — including, but not limited to, failure to properly execute the assignment and/or to collaborate effectively with the experts in lots [1/2] — the Contracting Authority shall issue a first warning in writing.
- 4.2 If, following this first warning, no sufficient improvement is observed, the Contracting Authority shall issue a second and final written warning. If the situation remains unresolved after the final warning, the Contracting Authority reserves the right to:
- request that the Contractor immediately replaces the expert with another expert of equal or higher qualification, whereby the replacement shall be subject to prior approval by the CBI Programme Manager before taking effect, with no higher fee for the replacement, or
 - terminate the Framework Agreement.
- 4.3 In the event of termination of this Framework Agreement by the Contracting Authority, for the reason mentioned above in section 4.2, the Contractor shall not be entitled to any form of compensation, damages, or reimbursement, unless otherwise explicitly provided in this Framework Agreement. The Contractor hereby waives any and all rights to claim such compensation, including but not limited to loss of profit, loss of opportunity, or reputational damage, arising from or in connection with the termination of this Framework Agreement

5. Price and other financial provisions

- 5.1 The maximum value of the Framework Agreement is as mentioned in the Tender Document.
- 5.2 The Contractor may invoice monthly for Services performed under a Further Agreement that have been accepted by the Contracting Authority. All Further Agreements will state that the Contractor guarantees that the maximum total price referred to in the Further Agreement for the performance of the Services will not be exceeded.
- 5.3 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.
- 5.4 The price referred to in article 5.1 of this Framework Agreement relates to all Services to be performed by the Contractor under the Further Agreement in question. It includes the cost of any materials needed for that purpose, any travel and accommodation costs, and any additional costs. It does not include VAT.
- 5.5 The agreed maximum or other rates are fixed and invariable for the duration of this Framework Agreement and Further Agreements concluded on the basis of this Framework Agreement. The rates of the Further Agreements shall not be indexed.

Daily rate in Euro excluding VAT for lot [1/2];
Role expert ... € xxx

- 5.6 E-invoicing
The Contractor must send the invoices electronically to:
<<dienstonderdeel>>
Organisation identification number: <<OIN nummer>>
attn. <<financiële administratie>>, <<contactpersoon>>.

The general terms and conditions that apply to this contract prescribe/contain a provision that invoices must be sent electronically (not in pdf). This can be done in different ways:

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

When creating an e-invoice through the supplier portal, only the order number <<invullen>> should be entered in the 'Reference or Order Number' field. Providing additional information in this field may result in issues with the automated acceptance and processing of the invoice.

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

If the invoice does not comply with the above requirements or is not submitted through the specified method, it may not be processed, and the payment period may be extended.

For questions regarding e-invoicing via the portal, please contact helpdesk-efactureren@rvo.nl, tel 088-0424400, option 2.

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

- 5.7 Article 15.1 of the ARVODI-2025 concerning e-invoicing does not apply to companies located outside of the Netherlands. You can send your invoice by e-mail in PDF format to the email which will be made clear in the Further Agreement. You must state the order number on your invoice.
- 5.8 Payment will be made once the Services performed in accordance with a Further Agreement have been received and accepted.

6. Contacts

- 6.1 The contact person of the Contracting Authority is [Name and position].
The contact person of the Contractor is [Name and position].
- 6.2 At least once per year and as often as the Contracting Authority requires, the contacts of the two Parties will hold consultations on the progress and the way in which this Framework Agreement is being implemented (interim evaluation(s)).
- 6.3 Notwithstanding the provisions of article 8.2 of the ARVODI 2025, the contacts cannot make legally binding agreements on the Parties' behalf.

7. Declaration of integrity

The Contractor declares 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 Further Agreements for the performance of Services, nor arranged for them 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.

8. Intellectual property rights

- 8.1 As provided in Articles 23.1, 23.4 and 23.5 of the ARVODI-2025, all copyrights and database 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.
- 8.2 In addition to article 23 of the ARVODI 2025, the intellectual property rights relating to information obtained from third parties for the purpose of performing a Further Agreement for the performance of Services will remain the property of the same third parties. The Contractor will make suitable arrangements for the Contracting Authority to make use of the information in question.

9. Time and place

- 9.1 The work relating to the Services specified in a Further Agreement will be carried out at the place(s) stipulated in the Further Agreement.

10. Other Terms and Conditions

- 10.1 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.
- 10.2 In addition to the provisions of the ARVODI-2025, 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.
- 10.3 The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).

Thus agreed and duly signed by both parties,

The Hague,
[date]:

[place],
[date]:

For the Minister of Economic Affairs,
and commissioned by Ms Judith Arends,
Managing Director CBI of the
Netherlands Enterprise Agency (RVO)

[name Contractor]

Ms Esther Zandt
Team Manager Procurement Office

[functie en naam ondertekenaar]