



Annex 4 - Model Waiting Room Agreement concerning Access for CPB to international macro-economic and financial data by means of a Data portal and an API

IUC Contract number: [...]

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 (EZK), on behalf of the Netherlands Bureau for Economic Policy Analysis (CPB), represented in this matter by P.F. Hasekamp, CPB Director, hereinafter referred to as: the Contracting Authority,

and

2. [Waiting Room Contractor's full name and legal form], which has its registered office in [...], represented in this matter by [signatory's name], hereinafter referred to as: the Waiting Room Contractor,

the Contracting Authority and the Waiting Room Contractor hereinafter referred to jointly as 'Parties' and separately as 'Party',

Whereas:

- the Contracting Authority conducted an invitation to tender in accordance with the European open procedure for access to international macro-economic and financial data by means of a Data portal and an API, including an Excel Add-In;
- the Contracting Authority has awarded the Contract to [name of the top-ranked Tenderer], hereinafter referred to as the Initial Contractor;
- the Waiting Room Contractor submitted its Tender on [date] and ranked second in the procurement procedure;
- the Tender Document provides that the second-ranked Tenderer shall enter into a Waiting Room Agreement for the period from 1 March 2027 up to and including 31 May 2027;
- the purpose of this Waiting Room Agreement is to protect continuity of the Contracting Authority's essential activities if the Contract with the Initial Contractor cannot be concluded, ceases to have effect or fails in one of the circumstances specified in this Waiting Room Agreement;
- the Parties wish to record their rights and obligations in this Waiting Room Agreement.

Agree as follows:

1. Definitions

- 1.1 Terms written with initial capitals that are not defined in this Waiting Room Agreement have the meaning assigned to them in the Tender Document or, where relevant to the Successor Contract, in the ARBIT 2022.

Term	Given definition in this document
Activation Event	one of the circumstances listed in article 4.1.
Activation Notice	the written notification by which the Contracting Authority informs the Waiting Room Contractor that it invokes this Waiting Room Agreement and commences the procedure described in article 5.
Initial Contract	the contract concluded or intended to be concluded between the Contracting Authority and the Initial Contractor as a result of the procurement procedure.
Initial Contractor	the Tenderer ranked first in the procurement procedure.
Successor Contract	the contract that may be concluded between the Contracting Authority and the Waiting Room Contractor following activation, based on the ARBIT 2022 Model Contract included in the procurement documents.
Tender	the tender submitted by the Waiting Room Contractor in the procurement procedure, including the completed Prices and rates annex and all clarifications that form part of that tender.
Waiting Room Period	the period from 1 March 2027 up to and including 31 May 2027.

2. Subject of the Waiting Room Agreement

- 2.1 Under this Waiting Room Agreement, the Waiting Room Contractor shall keep its Tender valid and binding throughout the Waiting Room Period and shall remain prepared to conclude the Successor Contract if the Contracting Authority invokes this Waiting Room Agreement in accordance with its terms.
- 2.2 This Waiting Room Agreement does not itself constitute an award of the Contract or a Successor Contract. It does not require the Waiting Room Contractor to provide the Deliverable before the Successor Contract enters into force.
- 2.3 The Contracting Authority has the right, but not the obligation, to invoke this Waiting Room Agreement. The Waiting Room Contractor cannot require the Contracting Authority to activate this Waiting Room Agreement or to conclude the Successor Contract.

3. Entry into force

- 3.1 This Waiting Room Agreement enters into force on 1 March 2027, provided that it has been signed by both Parties by that date. If it is signed later, it enters into force on the date of the last signature.

4. Activation Events

- 4.1 During the Waiting Room Period, the Contracting Authority may invoke this Waiting Room Agreement if:
- the Initial Contract cannot be concluded or does not enter into effect as intended;
 - the Initial Contract is terminated, dissolved or otherwise ceases to have effect;
 - the Initial Contractor materially fails to comply with its obligations during the Implementation Period, including the requirements set out in section 3 of the Tender Document, and that failure is not remedied within a reasonable period specified by the Contracting Authority, where remediation is still reasonably possible;

- d. on the basis of documented facts and circumstances during the Implementation Period, it can reasonably be concluded that the Initial Contractor will not be capable of meeting the requirements applicable as of the original operational start date of 1 May 2027; or
 - e. during the period from 1 May 2027 up to and including 31 May 2027, the Initial Contractor materially fails to comply with its contractual obligations and that failure is not remedied within a reasonable period specified by the Contracting Authority, where remediation is still reasonably possible.
- 4.2 Invocation on the grounds stated in article 4.1(c), (d) or (e) is subject to the Contracting Authority being entitled to terminate or dissolve the Initial Contract in accordance with the Initial Contract and applicable law.
- 4.3 Before terminating or dissolving the Initial Contract on the basis of a remediable failure, the Contracting Authority shall notify the Initial Contractor in writing and provide a reasonable remediation period. No remediation period is required where timely remediation has become objectively impossible or where no remediation period is required under the Initial Contract or applicable law.

5. Activation procedure and continued compliance

- 5.1 The Contracting Authority invokes this Waiting Room Agreement by sending an Activation Notice to the Waiting Room Contractor. The Activation Notice shall identify the relevant Activation Event and, insofar as known, the intended date on which the Successor Contract is to enter into force and the intended start date of the Implementation Period.
- 5.2 Throughout the Waiting Room Period, the Waiting Room Contractor shall continue to meet the applicable Suitability Requirements and other conditions of the Tender Document, and no applicable Exclusion Ground shall arise. The Waiting Room Contractor shall notify the Contracting Authority without undue delay of any relevant change in circumstances.
- 5.3 Before concluding the Successor Contract, the Contracting Authority may request confirmation or updated supporting documents where reasonably necessary.
- 5.4 The Successor Contract shall not enter into force before the Initial Contract has validly ceased to have effect.

6. Contents of the Successor Contract

- 6.1 The Successor Contract shall be based on the ARBIT 2022 Model Contract published as part of the procurement documents, the Tender Document and the Tender originally submitted by the Waiting Room Contractor.
- 6.2 Activation does not permit negotiations concerning the substantive conditions, scope, requirements, quality commitments, offered solution or prices. A change is permitted only where it is expressly provided for in the procurement documents or is otherwise permitted by procurement law.

7. Implementation following activation

- 7.1 The Waiting Room Contractor shall be entitled and required to carry out an Implementation Period of two (2) months. The dates shall be stated in the Successor Contract. The Implementation Period shall commence as soon as reasonably possible after the Successor Contract enters into force.
- 7.2 The operational start date shall be the first day following successful completion of the Implementation Period.

8. Term of the Successor Contract

- 8.1 The initial term of the Successor Contract shall commence on the operational start date mentioned in article 7.2 and shall continue for five (5) years. The Contracting Authority shall have five (5) unilateral options to extend the Successor Contract by one (1) year each. The

dates in the ARBIT 2022 Model Contract shall be adjusted accordingly when the Successor Contract is concluded.

- 8.2 The full Implementation Fee offered in the Tender shall apply. Each annual Fee offered in the Tender shall apply to the corresponding consecutive twelve-month Contract Year, commencing on the operational start date mentioned in article 7.2.

9. Costs and compensation

- 9.1 The Waiting Room Contractor is not entitled to reimbursement, compensation or damages solely by reason of entering into or being available under this Waiting Room Agreement or because this Waiting Room Agreement is not invoked.

10. End of the Waiting Room Agreement

- 10.1 This Waiting Room Agreement ends automatically on the earliest of:
- the end of 31 May 2027;
 - the date on which the Successor Contract enters into force;
 - the date on which the Contracting Authority notifies the Waiting Room Contractor that it will not invoke or will no longer pursue this Waiting Room Agreement.
- 10.2 For the avoidance of doubt, notwithstanding Article 10.1(a), if the Contracting Authority has issued an Activation Notice before the expiry of the Waiting Room Period, this Waiting Room Agreement shall remain in effect for the sole purpose of completing the activation procedure and concluding the Successor Contract, unless the Contracting Authority notifies the Waiting Room Contractor in writing that it will no longer pursue the activation.

11. Applicable law and disputes

- 11.1 This Waiting Room Agreement is governed exclusively by Dutch law.
- 11.2 Any dispute arising from or relating to this Waiting Room Agreement shall be submitted to the competent civil court in The Hague.

Done on [date] and signed in duplicate by:

FOR THE CONTRACTING AUTHORITY

FOR THE WAITING ROOM CONTRACTOR

The Hague, [date]
represented by the Minister of
Economic Affairs and Climate Policy
(EZK),
on behalf of the Netherlands Bureau for
Economic Policy Analysis (CPB),
represented in this matter by
P.F. Hasekamp, CPB Director

[Place], [date]
Name: <name>

Date:

Date: