



**Annex 2 - ARBIT-2022 Model Contract 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. [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 Contractor,

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

Whereas:

- the Contracting Authority is an independent institute that carries out research on the Dutch economy and how socio-economic policy in the Netherlands can be improved. CPB translates scientific knowledge into easy-to-understand information for policymakers and society as a whole. What CPB does is based on the conviction that a deeper understanding of the economy helps create better policies for the Netherlands;
- in performing its duties the Contracting Authority needs access to international macro-economic and financial data by means of a Data portal and an API;
- in connection with the above recitals, the Contracting Authority conducted an invitation to tender in accordance with the European open procedure;
- the Contractor has submitted a tender on [date];
- the Contracting Authority awarded the contract to the Contractor in response to this tender on [date];
- the Contractor has sufficiently familiarised itself with what the Contracting Authority wishes to achieve by means of the contract;
- the Parties wish to set out the resulting legal relationship in writing in a contract.

Agree as follows:

1. Definitions

- 1.1 A number of terms in this Contract are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for IT Contracts 2022 (ARBIT 2022), the Tender Document and the Data Processing Agreement.

2. Subject of the Contract

- 2.1 The Parties hereby conclude a Contract under which the Contractor undertakes, in consideration of the Fee referred to in article 6, to provide the Deliverable as described in the Tender Document, which consists of:

Nr.	Subject	Amount	Period
0	Implementation	1	1 March 2027 to 30 April 2027 inclusive
1	Contract year 1	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2027 to 30 April 2028 inclusive
2	Contract year 2	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2028 to 30 April 2029 inclusive
3	Contract year 3	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2029 to 30 April 2030 inclusive
4	Contract year 4	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2030 to 30 April 2031 inclusive
5	Contract year 5	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2031 to 30 April 2032 inclusive
6	(optional) Contract year 6	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2032 to 30 April 2033 inclusive
7	(optional) Contract year 7	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2033 to 30 April 2034 inclusive
8	(optional) Contract year 8	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2034 to 30 April 2035 inclusive
9	(optional) Contract year 9	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2035 to 30 April 2036 inclusive
10	(optional) Contract year 10	10 User accounts + 2 Intern accounts + access to the API for at least 5 persons	1 May 2036 to 30 April 2037 inclusive
11	Extra User account	1	1 year
12	Extra Intern account	1	1 year

- 2.2 The following documents are an integral part of this Contract. In the event of inconsistencies, the document that is higher in the list takes precedence:

1. this document including Schedules;
2. the Data Processing Agreement;
3. the Memoranda of Information;
4. the ARBIT 2022;
5. the Tender Document with reference [...];
6. the Tender submitted by the Contractor to the Contracting Authority dated [date], reference [...].

- 2.3 Derogations from this Contract are binding only if this has been explicitly agreed in writing or by email between Parties.

3. Contacts and reporting

- 3.1 The persons who liaise on behalf of the Parties in relation to the performance of the Contract are as follows:

On behalf of the Contracting Authority: [name + telephone number]

On behalf of the Contractor: [name + telephone number].

- 3.2 At least once every quarter, an operational meeting shall be held between the Contractor and the Contracting Authority regarding the execution of the Contract. This meeting shall be used to discuss progress, bottlenecks and areas for improvement.

- 3.3 At least once a year, a contract evaluation shall be held between the Contractor and the Contracting Authority, under the supervision of the Contract Manager of the IUC-EZK/LVVN, to discuss the performance of the Contract. During this meeting, at least the following topics will be discussed:

- The quarterly reports;
- Number of complaints and their handling;
- Market developments (if relevant);
- Improvements (if relevant).

The Contract Manager will organize the annual evaluation

4. Entry into force and term of the Contract

- 4.1 The Contract enters into force on 1 March 2027, once it has been signed by both Parties.
- 4.2 Prior to the operational start date of the Contract mentioned in article 4.3, there shall be an Implementation Period of two (2) months, from 1 March 2027 till 30 April 2027.
- 4.3 The Contract then (after the Implementation Period mentioned in article 4.2) has an initial term of 5 (five) years, whereby the operational start date is 1 May 2027, and will therefore end on 30 April 2032. The Contract has a unilateral option for the Contracting Authority to extend the contract 5 (five) times by 1 (one) year. If the Contracting Authority uses the renewal option, the Contracting Authority will inform the Contractor in writing or by email no later than three (3) months before the expiry of the initial or then applicable term of the Contract.
- 4.4 The maximum total term of the Contract, including the Implementation Period and all extensions, therefore is 10 (ten) years and two (2) months and will end on 30 April 2037.

5. Completion and Acceptance

Implementation Period

- 5.1 The Implementation Period, including the testing, validation and assessment of the Deliverable, shall be governed by the requirements and procedure set out in section 6.6 of the Tender Document.

If, during the Implementation period, the Contractor materially fails to comply with its contractual obligations and fails to remedy such failure within the applicable reasonable remediation period, or if it becomes objectively apparent that the Contractor will not be able to comply with the contractual requirements applicable as of 1 May 2027, the Contracting Authority shall be entitled to terminate or dissolve the Contract, subject to the procedure set out in section 6.6 of the Tender Document, the Contract and applicable law.

The same shall apply to material failures occurring during the first month of operational use, from 1 May 2027 up to and including 31 May 2027, in accordance with section 6.6 of the Tender Document.

Following the valid termination or dissolution of the Contract, the Contracting Authority may activate the Waiting Room Agreement in accordance with section 6.7 of the Tender Document.

Contract years

- 5.2 The deliverable for the relevant Contract year consists of the granting of access to the Data portal, API and Excel Add-In in accordance with the Contract, including the applicable User accounts and API access and the maintenance and support included in the annual price.
- 5.3 Completion shall occur when the Contractor has made the required access available for the relevant Contract year. Acceptance shall take place if the Contracting Authority has established that the required access is available in accordance with the Contract.

6. Fee

- 6.1 The Parties agree the following Fee:

Nr.	Fee description	Price	Price incl. VAT
0	The Fee for the Implementation Period	€	€
1	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	€	€
2	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	€	€
3	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	€	€
4	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	€	€
5	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	€	€
6	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	TBD*	TBD*
7	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	TBD*	TBD*
8	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	TBD*	TBD*
9	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	TBD*	TBD*
10	The Fee for one year access to the Data portal and API, including maintenance and support, including all related costs	TBD*	TBD*
11	The Fee for one year access to the Data portal, for 1 extra User account	€	€
12	The Fee for one year access to the Data portal, for 1 extra Intern account	€	€

* To Be Determined, if and when an option to extend the Contract has been used.

- 6.2 The agreed rates are fixed at least until May 1, 2032. Requests for indexation can be submitted only once a year, ultimately in the month of January. Requests for indexation can be made for all offered prices/rates. Requests for indexation must be sent to the following email address: contractmanagement@rvo.nl.

Prices and rates may be adjusted in line with the price index published by Statistics Netherlands for Consumer Prices HICP, Euro area, MUICP, see: [Consumer prices; HICP](#)

[2025=100, Netherlands and Europe | CBS](#). For this purpose, the figure for the preceding month will be used, with the index for the starting date of the Contract (May 1, 2027) being set at 100%.

Contractor must submit a specified request for indexation together with a print of the information from Statistics Netherlands for Consumer Prices HICP and make reference to the Contract. The request will contain the old prices/rates versus the new prices/rates. Upon receipt of the request Contracting Authority will send a confirmation to the Contractor if the request is granted.

7. Invoicing, indebtedness and payment

7.1 The Fee as referred to in article 6.1 is payable under the following conditions. For the Implementation Period (nr. 0), the Contractor may invoice the price following successful completion and acceptance as stated in article 5.1. For each Contract year (nr. 1 up to and including 10), the Contractor may invoice the applicable annual price in advance.

7.2 Invoices shall be paid in accordance with the payment provisions of the ARBIT 2022.

7.3 (OPTIONAL) Is your company located in the Netherlands?

Based on the purchasing conditions of the central government, you are obliged to send your invoice as an e-invoice. An e-invoice can be received and processed electronically. You cannot send your invoice by post or as an attachment to an email.

What data to include?

1. Use the following **Organization Identification Number (OIN)**:
00000004000000018000

The OIN is the digital address for your e-invoice. It ensures that your e-invoice arrives safely. You cannot send your e-invoice without OIN.

2. You may be required to enter a billing address for e-invoicing, please use the following information:

Centraal Planbureau
t.a.v. financiële administratie
Prinses Beatrixlaan 2
2595 AL DEN HAAG

3. Please state the following **order number/reference**: [...] Copy this number exactly, without additions or changes. Only then can your e-invoice be processed.

Questions about your invoice or payment?

Do you have a substantive question about your invoice or the status of the payment? Please contact us at fda@minezk.nl or 088 – 042 1600 and state the order number/reference.

Questions about e-invoicing?

Would you like to know more about how you can send an e-invoice? More information can be found on the website of the e-invoicing Helpdesk: [How do you send an e-invoice to the Dutch Central Government? | Helpdesk e-factureren](#) and the [Information leaflet: Sending an e-invoice to the Central Government Information for suppliers | Helpdesk e-factureren](#)

7.3 (OPTIONAL) Is your company located outside the Netherlands and are you unable to send an e-invoice?

In this case you may email your invoice as a PDF file to: pdfacturen@minezk.nl. The invoice must be specified with **Purchase order number** [...]

Please state the following address details on your invoice:

Centraal Planbureau
t.a.v. financiële administratie
Prinses Beatrixlaan 2
2595 AL DEN HAAG

- 7.4 The Contractor must submit invoices electronically in the manner prescribed in the Specifications.
- 7.5 If the Contractor does not charge VAT but some or all of the Deliverables prove not to be exempt from VAT, the Contractor cannot subsequently charge this VAT

8. General and special terms and conditions

- 8.1 Any general and special terms and conditions of the Contractor or of third parties used by the Contractor in providing the Deliverable do not apply.
- 8.2 Notwithstanding article 8.1 and without prejudice to the provisions of article 2.2, the licence conditions of the Contractor or of third parties used by the Counterparty in providing the Deliverable also apply if and in so far as:
- their applicability is not excluded in the Specifications;
 - (a) the Contractor has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the Tender, and (c) such licence conditions form an explicit part thereof; and
 - the Agreed Use is not thereby excluded or restricted; and
 - the Contractor can demonstrate that the rights of the Contracting Authority under the Contract will not be reduced or that the Contracting Authority's obligations under the Contract will not become unreasonably onerous as a result thereof.
- 8.3 The acceptance of standard or special terms required for the use of the Deliverable such as shrink-wrap and click-wrap licences is not binding on the Contracting Authority. The Contractor guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.
- 8.4 A copy of the Terms and Conditions is appended to the Contract.

9. Other provisions

- 9.1 The duty of secrecy laid down in article 17 of the ARBIT-2022 does not extend to information about (the progress of) the Public Service Contract that the Contracting Authority needs to supply for the Central Government ICT Dashboard.
- 9.2 Articles 22.1, 22.2 and 22.4 of the ARBIT-2022 do not apply. The Contractor may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacements.

Done on <date> and signed in duplicate by:

FOR THE CONTRACTING AUTHORITY

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

FOR THE COUNTERPARTY

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

Date:

Date:

Schedules:

- A. Data Processing Agreement
- B. Specifications
- C. Terms and Conditions

Schedule: Data Processing Agreement

<insert Data Processing Agreement>

Schedule: Specifications

<insert Specifications>

Schedule: Terms and Conditions

<Insert Terms and Conditions>