Annex 3 – DRAFT Public Service Contract (ARVODI 2025) relating to the NL-UK bilateral Quantum Technology End-User Engagement Programme
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,
legally represented in this matter by
Ellen Jacobs, director Innovation and Entrepreneurship, 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 [...],
represented in this matter by
[signatory's name],
hereinafter referred to as: the Contractor,

WHEREAS:

Organisation and procurement needs of the Contracting Authority

- The Contracting Authority is responsible for the management, implementation and monitoring of the TechBridge programme, including the TechBridge Quantum Technology United Kingdom track;
- In performing its duties the Contracting Authority needs to establish a bilateral Quantum Technology End-User Engagement Programme;
- [Name of company] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve by means of the contract;

Course of the procurement procedure

- In connection with the above recitals, the Contracting Authority conducted an EU contract award procedure according to the Public Procurement Act for the procurement of a NL-UK bilateral quantum technology end-user engagement programme;
- the Contracting Authority awarded the contract to the Contractor on [date];

AGREE AS FOLLOWS:

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 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 Contract:

Tender Document: the Contracting Authority's document dated [*date*], ref. …,;

Services: the work that the Contractor is to perform for the Contracting Authority.

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 ….

1. Subject of the Contract

1.1 The Contracting Authority engages the Contractor to perform Services as described in the Contracting Authority's Tender Document dated [date], reference [...] (Schedule ...) and the Contractor's tender dated [date], reference [...] (Schedule ...).

1.2 This Contract is governed exclusively by the ARVODI 2025 (of which the Parties already possess a copy), unless this Contract contains provisions to the contrary. Any general and special terms and conditions of the Contractor do not apply.

1.3 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;
2. the Data Processing Agreement (Data Processing Agreement Schedule);
3. the Non-Disclosure Agreement;
4. the ARVODI 2025;
5. the Memorendum of Information dated [date];
6. the Tender Document, dated [date] with Reference 202604115;
7. the Tender submitted by the Contractor to the Contracting Authority dated [date], reference [...].

1.4 Derogations from this Contract are binding only if this has been explicitly agreed in writing or by email between the Parties.
Any agreements previously made by the Parties about the Services expire upon the signing of this contract.

1.5 The Services will be delivered in the form of a final report. The final report will in any event include the results achieved, the methods and techniques used to do so, and the conclusions based on them. The final report must be submitted digitally.

1.6 A draft report will be submitted before the final report. The Parties will consult on the form in which and the date on which the final report will be submitted.

1.7 The final report will state that the Contracting Authority owns the copyright.

2 Contract formation, timetable or duration

2.1 This Contract is formed when it has been signed by the last Party to sign it.

2.2 The Services will be performed in the period from 1 March 2027 until 1 June 2028 at the latest, depending on the duration of the implementation phase, or as long as the results of the Services have been received and accepted by the Contracting Authority.

The Services consists of the following phases:

- a three (3)-month preparation phase;
- a six (6)- to nine (9)-month programme implementation phase; and
- a three (3)-month reporting and evaluation phase.

The Contracting Authority may extend the Contract on the same terms and conditions for a period of 3 additional months for the preparation phase. If the Contracting Authority uses the extension option, the Contracting Authority will inform the Contractor in writing or by email no later than two weeks before the end of the preparation phase.

If the Contracting Authority grants the extension of the preparation phase, the Contract will have an expiration date of 1 September 2028, or as long as the results of the Services have been received and accepted by the Contracting Authority.

The Contract continues until the Contracting Authority has accepted result of the Services.

3 Price and other financial provisions

3.1 The Contractor will invoice retrospectively based on the actual number of hours worked and costs incurred in the performance of the Contract.

The Contractor will charge a maximum amount of €[…] (excluding VAT) and guarantees that this sum will not be exceeded.

3.2 If the Contractor does not charge VAT but some or all of the Services prove not to be exempt from VAT, the Contractor cannot subsequently charge this VAT.

3.3 The price covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.

3.4 The agreed rates are fixed and invariable during the duration of this Contract.

3.5 The Contractor will invoice following the completion of each of the following phases:
- Preparation phase;
- Programme implementation phase; and
- Reporting and evaluation phase and delivery of Final report.

3.6 The Contractor will in any event include the order reference […] and the applicable Organisation Identification Number (OIN) in the e-invoice. The Contractor will invoice in the manner stipulated [in the *financiële bijsluiter* (financial instructions) **OR** on www.helpdesk-efactureren.nl]

OR

3.6 ***<OPTIONAL>*** Notwithstanding the provisions of article 15.1 of the ARVODI 2025 on electronic invoicing, the Contractor will send the invoice/invoices to the Contracting Authority on paper. The Contractor will send the invoice/invoices, quoting order reference [...], to:

Ministry of […]
(Directorate-General for […])
[…] Department
Postbus […] [Den Haag]

3.7 The Contractor will claim expenses which are eligible for reimbursement under the Contract, deducting the VAT it has paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.

3.8 Article 17 of the ARVODI 2025 (bank guarantee) does not apply.

4 Contacts

4.1 The contact for the Contracting Authority is [name and job title].
The contact for the Contractor is [name and job title].

4.2 The contacts will hold consultations on the performance and progress of the Contractor's work as frequently as the Contracting Authority demands and at least once per month.

4.3 Notwithstanding article 8.2 of the ARVODI 2025, the contacts named cannot bind the Parties.

5 Intellectual property rights

As provided in articles 23.1, 23.4 and 23.5 of the ARVODI 2025, the copyrights and database rights that can be exercised in respect of the results of the Services are assigned to the Contracting Authority.

6 Integrity

The Contractor declares that the Contracting Authority's Staff have not been given and are not being given any benefit with a view to being awarded the contract.

7 Other terms and conditions

7.1 If the duties of confidentiality that apply to the Contractor and its Staff pursuant to article 11 of the ARVODI 2025 are breached, a penalty of a maximum € 25,000, per breach, with a maximum of the contract value, is payable by the Contractor to the Contracting Authority (See Annex Non-Disclosure Agreement).

7.2 By way of addition to article 21 of the ARVODI 2025 on ending the Contract, the Contracting Authority may cancel the Contract in writing or by email with immediate effect without recourse to the courts and without being required to send any prior demand 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 quater 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 quater of the Criminal Code and that person is a member of the Contractor's administrative, management or supervisory board or has powers of representation, decision or control therein.

In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes final and unappealable.

7.3 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).

The Hague, [date]

For the Minister Economic Affairs and Climate Policy,
legally represented in this matter by
Ellen Jacobs, director Innovation and Entrepreneurship,
of the Netherlands Enterprise Agency,
on behalf of,

[signatory's position]
Team management procurement office

[place], [date]

[Contractor's name]

[signatory's name and position]

Schedule(s):
- Data Processing Agreement (ARVODI 2025) (*if applicable*)]
- Non-Disclosure Agreement
- Tender