

APPENDIX 6

Negotiation procedure and rules

The municipality's executive board will decide whether the negotiation procedure is going to be initiated in order to enter into an agreement when the winner of the competition is announced.

The aim of the negotiation procedure is to enter into realisation agreements in relation to the design proposal, whereby parties definitively commit financial and other in kind contributions for the purpose of implementing the proposal.

1. Negotiation process

If the municipality decides to initiate the negotiation process, this will start with the party ranked first by the jury. The municipality will negotiate with the winning tenderer for four weeks. The negotiation will be focussed on reaching agreement regarding a contract to be entered into. Should this not be successful within this period, the municipality (on behalf of the Almere Urbanisation Fund partners) will be free to stop negotiations with this party and initiate negotiations with the tenderer judged to be in second place by the jury. The same process will apply to the negotiations with the tenderer in second place.

Once the negotiation team has reached agreement with the tenderer regarding the contract, we can refer to this as a successful negotiation and the contract can be entered into, subject to the municipality's executive board administrative approval.

2. What is the negotiation about?

The scope of the negotiation will be determined by the design submitted by the tenderer in question for this competition and the possible contributions from the municipality to that design proposal stated in these guidelines. The further elaboration of the planning and the definitive choice for milestones in connection with the financing will also be included.

The object of the negotiations is a contract with the municipality, whereby the municipality and entrepreneur enter into agreements in order to actually realise the digital economy plan. Submitting a design proposal for this

competition means the entrepreneur confirms to agree with the following structure, legal principles and setup of the contract beforehand:

The contract will definitely contain the following elements:

1. The municipality's contractor (on behalf of the Almere Urbanisation Fund).
2. The entrepreneur's (financial) commitment in relation to his design proposal and its implementation.
3. The final project plan, including the quantified milestones and results for releasing the cofinancing and the monitoring of the proposal's definitive implementation progress.
4. The description of the municipality's definitive committed contributions.
5. Subject to administrative approval by the municipality's executive board.
6. The financial coverage of the design proposal, or a suspensory condition in relation to the financial coverage.
7. A description of the implementation organisation and the governance structure.
8. A legal elaboration of the rules, as intended in point 3 of this Appendix.

3. Negotiation rules

1. The entrepreneur's representative for the negotiation process has sufficient authority at his disposal in order to bind the entrepreneur to the subsequent result.
2. The entrepreneur already provides details of the legal entity which the contract needs to be entered into with when submitting his design proposal.
3. The municipality (on behalf of the Almere Urbanisation Fund partners) can always request written information from the entrepreneur in relation to his credit worthiness and integrity and the entrepreneur will provide this without delay, in so far as he hasn't yet supplied this written information within the scope of this procedure.
4. The negotiation result is always expressly subject to the municipality's executive board's approval.



5. The municipality (on behalf of the Almere Urbanisation Fund partners) is entitled to negotiate about additions and changes, should it become apparent from collegial discussions in the municipality's executive board that such a change or addition is necessary for the administrative approval of the definitive contract to be signed.
6. The municipality (on behalf of the Almere Urbanisation Fund partners) is entitled to modify its side of the negotiation process, without the need to request the entrepreneur's approval.
7. The municipality (on behalf of the Almere Urbanisation Fund partners) and the entrepreneur can abort the negotiation process at any time. They can't hold each other liable or demand any form of compensation.
8. Each party will safeguard and respect the confidentiality during the negotiation process and not provide third parties with any information regarding this without the other party's express and prior written permission, unless the law dictates otherwise.
9. Parties will not issue any public statements or announcements without first consulting the other party. The starting point should be that parties together agree on the content and timing of press releases.
10. Each party will bear its own costs during the negotiation phase.
11. Dutch law is applicable to the negotiation phase.
12. Parties choose to domicile in Almere.

