(Date: September 2020)

**Instructions:**

**- Text/clauses preceded by ‘<OPTIONAL>’ are optional.**

**- Where ‘OR’ is stated between the clauses, choose one of the options and delete the other(s).**

**- E-invoicing: article 17.1 of the ARVODI 2018 requires contractors to submit invoices electronically, in line with government policy. If this is impossible, you can delete the version of article 5.6 in this contract that requires electronic invoices, and include instead the second (optional) version, which allows paper invoices, but only after consulting the relevant ministry official.**

**- For notes on applying article 7.10 of this contract, see the internal instructions for the use of the Model Public Service Contract (notes on article 6.12).**

**- For notes on applying article 5.7 of this contract, see the internal instructions for the use of the Model Public Service Contract (notes on article 3.7).**

**- Please note, with regard to the Assessment of Employment Status (Deregulation) Act (DBA): if this model agreement is used to hire a self-employed person without employees, an assessment must be carried out beforehand as to whether the contractual relationship that the parties are entering into qualifies as employment. If so, the Contracting Authority must withhold salaries tax and social insurance contributions from the salary of the self-employed person without employees and remit these to the Tax and Customs Authority, as it does for staff employed on the basis of a permanent or temporary appointment. For more information, see the internal instructions for the use of the Model Public Service Contract.**

**NB: Delete these instructions before using the contract.**

**Academic, policy-oriented research contract (ARVODI)**

**The undersigned:**

1. The State of the Netherlands, which has its seat in The Hague,

represented by the Minister / State Secretary of / for [*name of portfolio*]*,*

legally represented in this matter by

[*signatory’s name and position*]*,*

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’,

 also jointly referred to hereinafter as ‘the Parties’,

**WHEREAS:**

– ………………..;

– ………………..;

– The Contracting Authority requires …;

– Research must be conducted with integrity;

– The Contracting Authority wishes to work with contractors that are familiar with and comply with the European Code of Conduct for Research Integrity (published by ALLEA in 2017; hereafter: ‘ALLEA code of conduct’);[[1]](#footnote-1)

– The Contracting Authority has asked [*name of company*] to issue a quotation;

– [*Name of company*] issued a quotation on [*day month year*];

– The Contracting Authority has accepted this quotation;

– [*Name of company*] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;

– The Parties wish to lay down the ensuing legal relationship in a written Contract;

– ………………;

– ………………;

**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 2018 (ARVODI 2018).

**1. Definitions**

1.1 Classified Information: Research Information that includes the name or any other designation of the person or organisation to which it relates or by which it was provided.

1.2 Research Information: data collected by the Contractor for the purpose of the research, whether or not they have been processed or included in reports.

1.3 Confidential Information: Research Information that bears the civil service designation ‘top secret’, ‘secret’ or ‘confidential’, or that must be treated confidentially on the basis of legislation.

**2. Object of the Contract**

2.1 The Contracting Authority hereby commissions the Contractor to perform Services in the form of research activities (**NB:** *if necessary, briefly describe the Services or the nature of the activities*) in accordance with the quotation of [*date*], ref. … (Schedule …) which the Contractor issued on the basis of the Contracting Authority’s request for quotations of [*date*], ref. … (Schedule …), in so far as this Contract does not provide otherwise. The Contractor hereby agrees to perform these Services.

2.2The following documents together form the Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

 1. this document;

2. the ARVODI 2018;

3. the Request for Quotations;

4. the other Schedules;

5. the Quotation issued by the Contractor to the Contracting Authority on [*date*], ref. …

2.3 **<OPTIONAL*>*** In addition to or in derogation from the provisions of article 2.1, the following Services will be performed: ...........

2.4 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a summary, a description of the research findings, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be submitted in electronic form. [[*Number*] hard copies must also be supplied.]

2.5 **<OPTIONAL>** The Parties will hold further consultations, based on a proposal submitted by the Contractor, concerning the final report’s format and publication.

**3. Formation and duration of the Contract**

3.1 This Contract is formed once it has been signed by the Parties.

3.2 The agreed Services must be completed by [*date*].

**OR**

3.2 The agreed Services will be performed in the period from [*date*] to [*date*].

3.3 **<OPTIONAL>**If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

1. the right to demand that the Services be performed as agreed;
2. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the right to such amounts has been assigned to a third party.

**4.** **Performance of the research**

4.1 The Contractor will observe the principles laid down in the ALLEA code of conduct.

4.2 The Contractor will notify the National Academic Research and Collaborations Information System (NARCIS), the Dutch research database of the Royal Netherlands Academy of Arts and Sciences (KNAW), that the research has begun so that the research can be included in it. After notifying the KNAW, the Contractor will receive a unique research number (OND number).

4.3 The Contractor will notify informants to be involved in the research about the objective of the research and when and how the results are to be published, will guarantee, upon request, their anonymity and will use the information they provide exclusively for the stated objective.

4.4In principle, the Services will be performed at the [Contracting Authority’s] [and/or the] [Contractor’s] offices.

**OR**

4.4 The Services will be performed in/at … [*location*].

4.5 If the Services are performed at the Contracting Authority’s offices, the Contracting Authority will give the Contractor’s Staff access to the place where the Services are to be performed and will enable the Contractor’s Staff to perform the Services in working conditions that reflect the Party’s usual practice and in normal office hours.

4.6 After the deletion of Confidential Information, Classified Information or information that must not be published by law, data files containing Research Information suitable for multiple uses should be submitted by the Contractor to EASY, the online archiving system of the KNAW’s Data Archiving and Networked Services (DANS), within three months of the final report being published, quoting the unique OND number referred to in article 4.2 of this Contract and in accordance with the FAIR principles.[[2]](#footnote-2) The Contractor will provide the necessary documentation and functionality, including for the ‘open access’ category, as required under DANS guidelines. The Contractor will receive a Persistent Identifier for each data file included in EASY.

4.7 Without prejudice to the provisions of article 10.4 of this Contract, the Contractor will use Confidential Information and Classified Information exclusively for the purpose of the research for which they have been gathered. It will retain the information for the Contracting Authority in an orderly fashion for … years[[3]](#footnote-3) after the research has ended and then destroy it, unless the Contracting Authority has notified it in writing that it is not necessary to retain or destroy it or the Contracting Authority has previously lodged a written objection to this. The Contractor will not charge any extra costs for retaining and destroying information. The Contractor will not destroy Confidential Information or Classified Information that the Contractor and Contracting Authority have jointly decided will be used for follow-up research until … years[[4]](#footnote-4) after the follow-up research has ended.

**5. Price and other financial provisions**

5.1The Contractor will invoice retrospectively, on the basis of the number of [days/hours] actually worked per month and a [daily/hourly] rate of €… (excluding VAT and including travel, accommodation and any other expenses). **<OPTIONAL>** The maximum sum to be invoiced by the Contractor is €… (excluding VAT); the Contractor guarantees that this sum will not be exceeded.

**OR**

5.1 The Contractor will perform the Services for a fixed aggregate fee of €... (excluding VAT and including travel, accommodation and any other expenses).

5.2 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.

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

5.4 The agreed rates are fixed and invariable during the term of this Contract.

**OR**

5.4 After[*date*], the rates may be adjusted once a year as of [*day, month*]in line with the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements in the business services sector. For this purpose, the figure for the previous month[(*month)*] will be used, with the index for[*month year*]being set at 100%.

5.5Payment will be made after the result of the Services has been accepted and the e-depot number referred to in article 11.2 of this Contract has been specified.

**OR**

5.5 Up to 80% of the total amount will be paid monthly/annually. The remainder will be paid after acceptance of the final report and after receipt of the certificate issued by the National Library of the Netherlands (KB) as proof that material has been submitted to the e-depot, as referred to in article 11.2 of this Contract.

**OR**

5.5Payment will be made as follows:

- a sum of €… (excluding VAT) after this Contract has been signed [, on submission of the bank guarantee referred to in the Terms and Conditions] / [see alternative in article 7.6 of this Contract];

- a sum of €… (excluding VAT) after … (instalment) has been accepted;

- the remainder after acceptance of the results of the Services and after receipt of the certificate issued by the National Library of the Netherlands (KB) as proof that material has been submitted to the e-depot, as referred to in article 11.2 of this Contract.

5.6 The Contractor will submit invoices electronically in the manner prescribed in the Request for Quotations.

**OR**

5.6**<OPTIONAL>** Notwithstanding the provisions of article 17.1 of the ARVODI 2018 on electronic invoicing, the Contractor will send the invoice(s) to the Contracting Authority on paper. The Contractor will send the invoice(s), quoting the above-mentioned contract number and commitment number / purchase order number / resource expenditure number [*delete where applicable*] …, to:

 Ministry of …

 (Directorate-General for …)

 … Department, room …

 Postbus ...

 … Den Haag

5.7 **<OPTIONAL>** The Contractor will claim expenses which are eligible for reimbursement under the Contract, less the VAT it has already paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.

**6. Contacts / Project managers**

6.1 The Contracting Authority’s contact is ... . The Contractor’s contact is ... .

6.2**<OPTIONAL>**The Contracting Authority’s project manager is ... . The Contractor’s project manager is ... .

6.3**<OPTIONAL>**Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties’ behalf.

**7. Other Terms and Conditions**

7.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) [(Schedule ...) / (*already in the Parties’ possession*)], in so far as this Contract does not provide otherwise. Any general and special terms and conditions drawn up by the Contractor do not apply.

7.2**<OPTIONAL>**Notwithstanding the provisions of article … of the ARVODI 2018, the following provision applies to ...: ......

7.3 **<OPTIONAL>**Without prejudice to the Contractor’s obligation, as referred to in article 9 of the ARVODI 2018, to report to the Contracting Authority on the progress of the Services as often and in such a manner as the Contracting Authority deems necessary, the Contractor is in any event obliged to report in writing/orally on [*date*].

7.4 **<OPTIONAL>**A supervisory or steering committee has been formed as referred to in article 11 of the ARVODI 2018, whose duties and powers are laid down in Schedule [...] to this Contract.

7.5 **<OPTIONAL>**If the duty of confidentiality imposed on the Contractor and its Staff under article 13 of the ARVODI 2018 is breached, the Contractor will be liable to pay a penalty of €………. per event.

7.6**<OPTIONAL>**Article 19 of the ARVODI 2018 does not apply. (**Instruction:** bank guarantee not required in the case of public-law body)

7.7 **<OPTIONAL>** Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any damage incurred by the other Party.

**OR**

7.7 **<OPTIONAL>** Notwithstanding article 21.3 of the ARVODI 2018, the liability referred to in that article is limited to € …… per event and €…… for each year or part of a year that the Contract has been in force.

7.8 **<OPTIONAL>** Notwithstanding the provisions of article 26.1 of the ARVODI 2018, at the Contracting Authority’s first request the Contractor will take out and retain insurance that is appropriate and customary by prevailing standards in respect of the following risks: ………..

7.9 **<OPTIONAL>** In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply *mutatis mutandis*.

7.10 **<OPTIONAL>** In addition to the provisions of article 22 of the ARVODI 2018, 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 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 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.

7.11 ***<*OPTIONAL*>*** Articles 6.1 and 6.2 of the ARVODI 2018 do not apply. The Contractor may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement staff.

7.12 **<OPTIONAL>** 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).

**8. Intellectual property**

8.1 General

a. The Contracting Authority will not use the research methods developed by the Contractor under the latter’s own management without the Contractor’s permission.

b. The Contracting Authority may analyse or otherwise process the Research Information or complete the research, or may have such analysis or processing carried out or have the research completed, but only by researchers who endorse and comply with the ALLEA code of conduct.

8.2 Transfer of title to research material

 The Contractor transfers to the Contracting Authority, which transfer the Contracting Authority accepts, the title to all the material received, acquired and/or produced and processed by the Contractor for the purpose of the research, in so far as the Contractor has that material at its disposal and in so far as it records data that is part of the research. The transfer takes place by virtue of the fact that the Parties hereby declare that the Contractor will keep the research material referred to for the Contracting Authority. The research material to which the title is to be transferred does not include the material that records the addresses used for the purpose of the research, unless this material was obtained through or on the instructions of the Contracting Authority.

**9. Retention of research material**

9.1 The Contractor will retain the research material referred to in this Contract for the Contracting Authority for … years[[5]](#footnote-5) free of charge, starting on the date on which the Contract is signed.

9.2 The Contractor will replace the research material referred to above free of charge for as long as it is in its possession, if all or part of the material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies only in so far as replacement is possible and desired by the Contracting Authority.

9.3 Upon expiry of the period agreed in article 9.1, the Contractor will make the research material available to the Contracting Authority or will destroy it free of charge at the latter’s request. If the Contractor does not notify the Contracting Authority of the end of the period referred to, the retention of the research material will be tacitly continued until the Contracting Authority or the Contractor gives written notice of its discontinuation.

**10. Availability**

10.1 During the research, neither the Contractor nor a third party engaged by it may use the research material referred to in article 8.2 of this Contract without prior written permission from the Contracting Authority, except for the purpose of activities entailed by performance of the Contract.

10.2 At the Contracting Authority’s request, the Contractor will immediately grant it access to the research material referred to in article 8.2 of this Contract and other documents relating to the research and will make it available to the Contracting Authority, even if this research material is in the possession of third parties.

10.3 At the Contracting Authority’s request, the Contractor will produce duplicates of the research material referred to in article 8.2 of this Contract and make them available to the Contracting Authority at cost price.

10.4 Immediately after the research has been completed, the Contracting Authority will inform the Contractor which Research Information is not public under the Government Information (Public Access) Act. The Contractor must not provide this information to third parties.

**11. Publication**

11.1 In connection with the provisions of section 15b of the Copyright Act 1912 and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in the research report or the database under copyright or database law respectively.

11.2 The Contractor will present the final report in electronic form both to the Contracting Authority and to the KB’s e-depot. When presenting it to the KB, the unique NOD number referred to in article 4.2 of this Contract must be quoted. The Contractor will receive from the KB confirmation of receipt of the final report for the e-depot.

11.3 The Contractor will present a written copy of the final report to the Contracting Authority and to the library of the ministry in question, and also to ……..

11.4 The following provision on publication applies in accordance with article 24 of the ARVODI 2018: only the Contracting Authority is entitled to publish the reports. The Contracting Authority will cite the Contractor as the implementing organisation. If the Contracting Authority wishes to publish explanatory notes or a commentary to coincide with the publication of the final report, it will consult the Contractor before doing so. The Contracting Authority cannot stop publication because the research findings are not to its liking.

11.5 The following provision applies in addition to article 24 of the ARVODI 2018: the Contractor is permitted to use the results of the Services, except for privacy-sensitive information. In doing so, the Contractor will not act contrary to the Contracting Authority’s interests. In case of doubt, the Contractor will consult with the Contracting Authority in advance.

**12. Declaration of integrity**

12.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority’s Staff any benefit in order to obtain the Contract nor arranged for them to be offered or given any such benefit. 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.

12.2 The Contracting Authority declares that it will not infringe the Contractor’s independence in any way during the performance of the Contract.

**13. Final provisions**

13.1 By way of addition to article 22 of the ARVODI 2018, in the event of early termination of this Contract the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third party designated by it in such a way that the research can continue unhindered.

13.2 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

13.3 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, [*date*] [*place, date*]

For the Minister of / State Secretary for ……….., For [*Contractor’s name*],

[*signatory’s name*][*signatory’s name*]

[*signatory’s position*] [*signatory’s position*]

[Schedule(s):]

1. <https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>. [↑](#footnote-ref-1)
2. See the GoFair website: <https://www.go-fair.org/fair-principles/>. [↑](#footnote-ref-2)
3. The minimum period is four years but it can be extended to a maximum of 10 years, depending on the nature of the research and the wishes of the Contracting Authority or the Contractor. [↑](#footnote-ref-3)
4. See the preceding footnote. [↑](#footnote-ref-4)
5. The minimum period is four years but it can be extended to a maximum of 10 years, depending on the nature of the research and the wishes of the Contracting Authority or the Contractor. [↑](#footnote-ref-5)