**Instructions:**

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

**- Where the word ‘OR’ is placed between the clauses, one of the options should be selected. The other option(s) should be deleted from the contract.**

**- If a framework agreement is signed with only one party, the recitals should be amended accordingly (from plural to single).**

**NB: Delete these instructions from the final contract.**

(Date: September 2020)

Implementation of Framework Agreement for academic, policy-oriented research, ref. …

**CALL-OFF CONTRACT, ref. …, relating to [*lot*]**

**The undersigned:**

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

 represented by the Minister of/State Secretary for ...,

 legally represented in this matter by

 … [*signatory’s name and position*],

 hereinafter referred to as ‘the Contracting Authority’,

 **and**

2. [*full name and legal form of the Contractor*],

 which has its registered office in ...*,*

 legally represented in this matter by

 …………. *(and …)* [*signatory’s name and position*]*,*

 hereinafter referred to as ‘the Contractor’,

 also jointly referred to hereinafter as ‘the Parties’,

**WHEREAS:**

1. On [*date*] the Contracting Authority and the Contractor entered into a Framework Agreement concerning the performance of ... (contract no. .............) (hereafter referred to as ‘the Framework Agreement’), which applies to all contracts awarded by the Contracting Authority for the performance of Services during the term of the Framework Agreement;

2. By letter of [*date*] (ref. …) the Contracting Authority asked the Contractor and the other service providers with which a corresponding framework agreement was concluded on ... [*date*] to submit a Quotation for the performance of the Services described therein. The Request for Quotations forms an integral part of this Call-off Contract as Schedule 1;

3. The Contractor submitted a Quotation, ref. …, to the Contracting Authority on … [date];

4. The Contracting Authority has awarded the contract as defined in the Request for Quotations to the Contractor on the basis of the award criterion of [the best price-quality ratio *or* the lowest price *or* the lowest costs];

5. This Call-off Contract lays down the specific conditions applicable to the performance by the Contractor of the Services specified in the Request for Quotations.

**AGREE AS FOLLOWS:**

**1. Applicable conditions**

1.1 This Call-off Contract is governed by the provisions of the Framework Agreement, in so far as this Call-off Contract does not depart from them. The terms written with initial capitals in this Call-off Contract are defined in the Framework Agreement. The term ‘Agreement’ in the ARVODI 2018 is to be read as ‘Call-off Contract’ for the purpose of this Call-off Contract.

* 1. The conditions included in the Quotation (including price indexation, discounts and guarantees) do not apply in so far as they are less favourable for the Contracting Authority than those included in the Framework Agreement.

**2. Definitions**

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

2.2 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.

2.3 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.

**3. Object of the Call-off Contract / further details concerning the Services**

3.1 The Contracting Authority hereby commissions the Contractor to perform the Services specified in the Quotation submitted on the basis of the Request for Quotations, which commission the Contractor hereby accepts, in so far as this Call-off Contract does not depart from it.

**<OPTIONAL>** The following additions and/or changes apply to the Services: ..................

3.2 The following documents together form the Call-off Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this document;
2. the Framework Agreement for academic, policy-oriented research of … [*date*];
3. the ARVODI 2018;
4. the Request for Quotations;
5. the other Schedules;
6. the Quotation submitted by the Contractor to the Contracting Authority on ... [*date*], ref. .................. .

3.3 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. [*Number*] copies of the final report will be supplied. The final report must be submitted in electronic form. [*Number*] hard copies must also be supplied.

**4. Staff**

4.1 The Contractor will use the following Staff in the performance of the Services specified in the Further Request for Quotations (including job profile / level):

name: …………., job profile/level: ...............

name: ……….…., job profile/level: ................

4.2 The Contractor’s Staff named in article 4.1 of this Call-off Contract will perform the work specified in the Request for Quotations. *(Describe the work in more detail if appropriate.* NB: Delete these instructions from the final contract.)

**5. Duration of the Call-off Contract**

5.1 This Call-off Contract enters into force on [*date*] and ends on [*date*].

 **OR**

5.1 This Call-off Contract enters into force on [*date*] and lasts until the result of the Services has been accepted by the Contracting Authority.

5.2 **<OPTIONAL>** If the Services have not been performed in full in accordance with the terms of the Contract and within the time limit as agreed or extended, the Contractor will owe the Contracting Authority an immediately payable penalty of 0.1% of the total or maximum Contract price, for every day the failure persists, subject to a maximum of 10% of that price. If compliance has become permanently impossible for reasons other than force majeure, the Contractor will immediately be liable for the full penalty.

The penalty is payable to the Contracting Authority without prejudice to all its other rights, including:

a. its right to demand that the Services be performed as agreed;

b. its right to damages.

The penalty will be set off against sums owed by the Contracting Authority, irrespective of whether the rights to such sums have been assigned to a third party.

**6. Performance of the research**

* 1. The Contractor will observe the principles laid down in the ALLEA code of conduct. **[Noot AVT: Moet er niet het volgende punt worden toegevoegd onder WHEREAS hierboven, zoals in de twee andere overeenkomsten?: “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’);”]**

6.2 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).

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

6.4 After the deletion of Confidential Information, Classified Information and information that by law must not be disclosed, data files containing Research Information suitable for multiple uses must 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 6.2 of this Contract and in accordance with the FAIR principles.[[1]](#footnote-1) 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.

### 6.5 <OPTIONAL> In addition to article 7 of the Framework Agreement, the Parties agree a period of … years[[2]](#footnote-2) for retention of the research material.

6.6 Without prejudice to the provisions of article 7 of the Framework Agreement, 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 or 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.

**7. Financial provisions**

7.1 The following provisions apply in addition to the financial provisions of the Framework Agreement:

 The Contractor will perform the Services to be provided under this Call-off Contract for a fixed aggregate fee in accordance with the provisions of the Framework Agreement. This fixed aggregate fee amounts to €....... (excluding VAT).

 **OR**

7.1 The Contractor will perform the Services to be provided under this Call-off Contract for a price based on actual time worked, using the rates referred to in the Quotation. **<OPTIONAL>** The maximum sum to be charged by the Contractor is €.... (excluding VAT). The Contractor guarantees that this amount will not be exceeded and that the agreed Services will be provided for this maximum amount.

7.2 Payment will be made once the result of the Services has been received and accepted.

 **OR**

7.2 Payment will be made as follows:

 - a sum of €....... (including VAT) will be paid after this Call-off Contract has been signed, on submission of the bank guarantee referred to in article 19 of the ARVODI 2018; and

 - the remainder will be paid after the result of the Services has been received and accepted.

**8. Contacts and reports**

8.1 For the purpose of this Call-off Contract, the Contracting Authority’s contact is ... and the Contractor’s contact is ... .

The contacts will hold consultations on the Contractor’s implementation of the work as frequently as the Contracting Authority demands, and at least once a … [*period*].

**<OPTIONAL>** The Contractor will report in writing on the progress of its work as frequently as the Contracting Authority demands, and at least ... a … [*period*].

8.2 **<OPTIONAL>** Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts cannot enter into legally binding contracts on the Parties’ behalf.

**9. Place**

 The work will in principle be performed at the offices of [*name*] at [*street*], [*town/city*].

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. See the GoFair website: <https://www.go-fair.org/fair-principles/>. [↑](#footnote-ref-1)
2. 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-2)
3. See footnote 2. [↑](#footnote-ref-3)
4. See footnote 2. [↑](#footnote-ref-4)