***Instructions:***

***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 explanatory notes on the model framework agreement.***

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

# ARBIT Model Framework Agreement

**concerning**

*<description of the nature of the Deliverable>*

**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 *<place>*,

legally represented in this matter by *<signatory's name and position>*

hereinafter referred to as the Other Party,

**Whereas:**

*Organisation and objective of the Contracting Authority*

1. the Contracting Authority is responsible for <*description of the organisation of the Contracting Authority, in so far as relevant to the Framework Agreement*>;
2. in performing its duties the Contracting Authority needs <*description of the Contracting Authority’s objectives in entering into the Framework Agreement with the Other Party*>;

*Course of the contract award procedure*

1. in connection with the recitals at a and b above, the Contracting Authority initiated a procedure to award a contract for *<description of Deliverable>* by means of <*nature of the procedure*>;
2. a tender notice was sent by or on behalf of the Contracting Authority to the Supplement to the Official Journal of the European Union (hereinafter referred to as the Official Journal) on <*date*> and has been published under number *<S number>*;
3. *<description of the remainder of the procurement process, depending on the nature of the contract award procedure>*;
4. the Contracting Authority awarded the contract on *<date>* to *<number>* tenderers including the Other Party;
5. on the basis of this Framework Agreement the Contracting Authority may once again invite the Other Party to participate in competitive selection for the award of a Call-Off Contract;
6. *<description of the competition>*

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**Agree as follows:**

#### Definitions

A number of terms in this Framework Agreement are written with initial capitals. These terms are defined in the Terms and Conditions. Where written with an initial capital, the following additional terms are defined as follows:

##### Call-off Contract: the agreements made under the Framework Agreement between the Contracting Authority and the Other Party.

##### Framework Agreement: the agreements on the basis of which the Contracting Authority is entitled to invite the Other Party to participate in competitive selection and to conclude Call-off Contracts with it.

#### Subject of the Framework Agreement

##### The Parties hereby conclude a Framework Agreement on the basis of which the Contracting Authority is entitled to invite the Other Party to participate in competitive selection by means of a further call for competition. On the basis of the further tender issued by the Other Party, the Contracting Authority may conclude Call-off Contracts with the Other Party.

##### Call-off Contracts are concluded on the basis of the Model Call-off Contract contained in the Schedule (Model Call-off Contract under the ARBIT Framework Agreement Schedule).

##### The following documents together constitute the Framework Agreement. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

###### this document;

###### the Terms and Conditions (Terms and Conditions Schedule);

###### the Financial Agreements File (Financial Agreements File Schedule);

###### the Specifications (Specifications Schedule);

###### the other Schedules;

###### the tender of *<date>*, reference (*<reference>*), submitted by the Other Party to the Contracting Authority.

##### *<OPTIONAL>* There is an interrelationship as referred to in article 30.5 of the General Government Terms and Conditions for IT Contracts (ARBIT) between this Framework Agreement and *<title and reference of contract>*.

#### Contacts and reporting

##### The persons who liaise on behalf of the parties in relation to the performance of the Framework Agreement are listed in the Contacts Schedule.

##### The Other Party will report *<period>* on how the Framework Agreement is being performed. This report will at least comprise: *<subject of the report>*.

#### Entry into force and term of the Framework Agreement

##### The Framework Agreement enters into force once it has been signed by both Parties.

##### <OPTIONAL in the case of fixed-term Call-off Contracts that end through lapse of time> The Framework Agreement has a term of <term> and will end on <date>.

##### *<OPTIONAL in the case of renewal options reserved in the contract award procedure>* The Contracting Authority may renew the Framework Agreement on the same terms and conditions for a period of *<period>.* If the Contracting Authority wishes to exercise this right, it will give written notice of this to the Other Party no later than *<number>* months before the end of the term referred to in article 4.2.

#### Mini-competition

##### The Contracting Authority may once again invite the Other Party to participate in competitive selection by means of a further call for competition.

##### The Other Party will submit a further tender to the Contracting Authority at the address specified in the Contacts Schedule within *<number>* days of the date of the further call for competition. The term specified for this purpose is a Vital Deadline.

##### If the further tender is not received by the Contracting Authority within the period referred to in article 5.2 or it does not meet the requirements set for this purpose, the Other Party will be deemed not to have submitted the further tender.

##### The Contracting Authority may impose a penalty of *<amount>* on the Other Party for each occasion that the Other Party fails to submit a further tender in response to a request from the Contracting Authority to this effect.

##### *<OPTIONAL>* The penalty referred to in article 5.4 does not apply if the Other Party has made a reasoned request for exemption from submitting a further tender in a particular case and the Contracting Authority has granted this request. The Contracting Authority will not refuse a request for exemption on unreasonable grounds.

##### The Contracting Authority will evaluate the further tender on the basis of the criteria recorded in the Specifications and will inform the Other Party of the outcome with due dispatch. A rejection of the further tender will be *<explained/accompanied by the relevant reasons>*.

##### *<OPTIONAL>* If the value of the contract specified in the further call for competition exceeds the applicable threshold for the award of contracts, the Contracting Authority will not award the contract until a period of 20 days after dispatch of the outcome of the evaluation referred to in article 5.6 has elapsed.

##### If the Other Party repeatedly fails to submit a further tender, the Contracting Authority may cancel the Framework Agreement.

##### *<OPTIONAL>* If none of the Counterparties called upon by the Contracting Authority to participate in competitive selection submits a further tender in response to a request to this effect from the Contracting Authority, the Contracting Authority may award the contract to a third party.

#### Prices and rates

##### *<OPTIONAL>* The maximum price that may be tendered by the Other Party to the Contracting Authority in response to a further call for competition as referred to in Article 5 is recorded in the Financial Agreements File (Financial Agreements File Schedule).

##### *<OPTIONAL>* After <*date*> the agreed prices and rates may be adjusted once a year on <*date*> by a percentage not exceeding 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. The figure for the previous month <*month*> will be used, with the figure for (<*month, year*>) being set at 100%.

#### Invoicing and payment

##### An invoice should contain the following information:- date of invoice- amount of the Fee- VAT owed- contract number- commitment number*<OPTIONAL other invoice requirements>*

#### General and special terms and conditions

8.1 Any general and special terms and conditions of the Other Party or of third parties used by the Other Party in performing the contractual obligations in relation to the Deliverable do not apply, unless expressly provided otherwise in the Call-off Contract.

8.2 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 Other Party guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.

8.3 A copy of the Terms and Conditions is appended to the Contract.

#### Other provisions

9.1 *<OPTIONAL>*Articles 22.1, 22.2 and 22.4 of the ARBIT 2018 do not apply. The Other Party may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement Staff.

* 1. *<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).

#####  <*OPTIONAL* additional provisions specifically related to the contract>

Done on *<date>* and signed in duplicate by:

|  |  |
| --- | --- |
| FOR THE CONTRACTING AUTHORITY  | FOR THE OTHER PARTY |
| Name: <*name*> | Name: <*name*> |
| Position: <*position*> | Position: <*position>* |
|  |  |
| Signature: | Signature: |
| Date:  | Date:  |

#### Schedule: Model Call-off Contract under the ARBIT Framework Agreement

*<insert Model Call-off Contract>*

#### Schedule: Specifications

*<insert Specifications>*

#### Schedule: Contacts

*Contracting Authority*

The *<position>*, currently *<name>*, is authorised to bind the Contracting Authority in so far as the performance of the Framework Agreement is concerned.

*Other Party*

The *<position>*, currently *<name>*, is authorised to bind the Contractor in so far as the performance of the Framework Agreement is concerned.

#### Schedule: Terms and Conditions

*<Insert Terms and Conditions>*

#### Schedule: Financial Agreements File