(Date: July 2023)

**Instructions:**

**This agreement is used for academic, policy-oriented research contracts. The Public Service Contract is used for non-policy-oriented research aimed at operational management (e.g. research into employee or customer satisfaction, the number of external parties deployed within a ministry and caterer price developments).**

**- 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).**

**- When entering a retention period in article 4.7 and 9.2 of this Agreement: note that 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.**

**- Under article 24 of the ARVODI 2018, the copyrights to the results of the Services are transferred to the Contracting Authority by default. If in the given circumstances it is desirable only to acquire a right of use instead of transferring copyrights, or to agree on a right of use for the Contractor in addition to transferring copyrights to the Contracting Authority, one of the optional versions of article 8.2 of this Agreement can be used. It is a good idea to ask the legal department for advice.**

**- Under article 9 of this Agreement, the title to the research material will be transferred to the Contracting Authority, and the Contractor will retain the material for the Contracting Authority for a certain period. If in the given circumstances it is desirable to let the Contractor retain the title to the research material, the optional version of article 7 can be used. Research material means the material used by the researchers while conducting research. Examples are survey forms and interview reports. Formats or software developed by research agencies at their own expense are not regarded as research material to which the Contracting Authority can claim title.**

**- Under article 10.4 of this Agreement, only the Contracting Authority is authorised to publish the results of the Services (usually in the form of a research report). If in the given circumstances it is desirable to also give the Contractor the right of publication, one of the optional versions of article 10.4 of this Agreement (in combination with one of the optional versions of article 8.2) can be used.**

**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.

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

3.1 This Contract is formed once it has been signed by the Parties and ends on [*date*] **OR** lasts until the results of the Services has been accepted by the Contracting Authority.

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 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.

4.3In principle, the Services will be performed at the [Contracting Authority’s] [and/or the] [Contractor’s] offices.

**OR**

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

4.4 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.

4.5 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 after acceptance of the results of the Services by the Contracting Authority or after the final report being published, 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.

4.6 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 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 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.

**8. Intellectual property rights**

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 consent.

b. The Contracting Authority may analyse or otherwise process the research information or complete the research, or it 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 ***<*OPTIONAL>** Contracting Authority’s right of use

Articles 24.1, 24.5 and 24.6 of the ARVODI 2018 do not apply. The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Agreement is signed.

**OR**

8.2 ***<*OPTIONAL>** Contractor’s right of use

In addition to the provisions of article 24 of the ARVODI 2018, the Contracting Authority grants the Contractor an exclusive, non-transferable, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contractor accepts, such in the widest sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Agreement is signed. 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.

**9. Research material**

9.1The Contractor will transfer to the Contracting Authority, and the Contracting Authority will accept from the Contractor, the title to all research material received, acquired and/or produced and processed for the purpose of the research, in so far as the Contractor has such research material at its disposal and in so far as the research material contains information relating to the research. Title will be transferred by the Parties hereby declaring that the Contractor will retain this research material for the Contracting Authority. The research material to which the title is to be transferred does not include research material containing addresses used for the purpose of the research, unless this research material was obtained through or on the instructions of the Contracting Authority.

9.2 The Contractor will retain the research material referred to in this Contract for the Contracting Authority for … years free of charge, starting on the date on which the Contract is signed.

9.3 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 research material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.

9.4 After the period referred to in 9.2 has ended, 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 fails to notify the Contracting Authority of the expiry of the period referred to in 9.2, the retention of the research material will be tacitly continued until one of the Parties gives written notice of its discontinuation.

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

 **OR**

**9. <OPTIONAL> Research material**

9.1 The Contractor will retain the title to all the research material received, acquired and/or produced and processed by the Contractor for the purpose of the research, in so far as the Contractor has such research material at its disposal and in so far as the research material contains information relating to the research.

 **<OPTIONAL>** At the Contracting Authority’s request, the Contractor will immediately grant it access to the research material and other documents relating to the research and will make this research material available to the Contracting Authority, even if it is in the possession of a third party. At the Contracting Authority’s request, the Contractor will produce duplicates of the research material and make them available to the Contracting Authority at cost price.

9.2 The Contractor will retain the research material referred to in this Contract for the Contracting Authority for … years free of charge, starting on the date on which the Contract is signed.

9.3 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 research material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.

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

**10. Publication**

10.1 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.

10.2 The Contractor will present the final report in electronic form both to the Contracting Authority and to the KB’s e-depot. The Contractor will receive from the KB confirmation of receipt of the final report for the e-depot.

10.3 Unless the Contracting Authority provides otherwise before the completion of the final report, the Contractor will present a written copy of the final report to the Contracting Authority and the library at the ministry in question.

10.4 The following provision on publication applies in accordance with article 24 of the ARVODI 2018: only the Contracting Authority is entitled to publish the results of the Services. 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 results of the Services, it will consult the Contractor before doing so. The Contracting Authority cannot stop publication because the research findings are not to its liking.

**OR**

10.4 ***<OPTIONAL if one of the optional versions of 8.2 is opted for>***

 In addition to article 8.2 of this Agreement, the following applies to publication. Only after the Contracting Authority has accepted the results of the Services is the Contractor entitled to publish the results of the Services. The Contractor will cite the Contracting Authority as the commissioning body.

 **OR**

10.4 ***<OPTIONAL if one of the optional versions of 8.2 is opted for>***

 In addition to article 8.2 of this Agreement, the following applies to publication. Only after the Contracting Authority has accepted and published the results of the Services is the Contractor also free to publish the results of the Services. The Contractor will cite the Contracting Authority as the commissioning body.

**11. Declaration of integrity**

11.1 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.

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

**12. Final provisions**

12.1 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.

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

12.3 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)