***Instructions:***

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

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

(Date: May 2018)

**Amendment Agreement (ARIV 2018)**

Contract number ...

**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*],

hereafter referred to as the Purchaser,

**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*],

hereafter referred to as the Supplier,

**WHEREAS:**

* on [*date*] the Purchaser and the Supplier concluded a Contract, no. ..., concerning ...;
* (**Instructions*:*** *Specify any circumstances requiring the Contract to be amended or supplemented.* **NB: Delete these instructions before using the contract**);
* the Parties wish to *amend/supplement* the Contract;
* the amendments/additions are compatible with procurement law (including, where applicable, sections 2.163a to 2.163g of the Public Procurement Act 2012);
* ***<OPTIONAL>*** *the Purchaser asked the Supplier on [day/month/year] to submit an additional quotation;*
* ***<*OPTIONAL*>*** the Supplier submitted an additional quotation on [day/month/year], which the Purchaser accepted;
* ***<*OPTIONAL*>*** the Supplier is sufficiently aware of what the Purchaser wants to achieve with the additional assignment;
* the Parties wish to lay down the amendments/additions to the Contract in an Amendment Agreement;

**AGREE AS FOLLOWS:**

**Instructions**: *Complete the applicable provisions and delete those that are not applicable.* ***NB: Delete these instructions before using the contract.***

* With regard to article 1 of the Contract, the Product is *amended*/*supplemented* in accordance with the Supplier’s tender of [*date*], ref. ... (Schedule ...), issued on the basis of the Purchaser’s request for quotations of [*date*], ref. ... (Schedule ...); the Supplier hereby accepts this assignment, in so far as this Amendment Agreement does not depart from it.
* Schedule ... to the Contract lapses.
* Schedule ... to the Contract lapses and is replaced by Schedule ...
* Schedule ... is appended to the Contract.
* With regard to article 3 of the Contract, the date on which the Product must be delivered is changed to [*date*].
* With regard to article 3 of the Contract, the period in which the batch Deliveries are to be made is changed from [*date/period*] to [*date/period*]. Notwithstanding article 3, the Product is to be delivered to the following delivery address: [*address*].
* With regard to article 4 of the Contract, the price is amended as follows:

the maximum total amount that the Supplier may charge is changed to €...

* With regard to article 4 of the Contract, the price is amended as follows:

the fixed total price is changed to €... (excl. VAT).

* With regard to article 5 of the Contract, the contact for the Purchaser is replaced by: ...
* With regard to article 5 of the Contract, the contact for the Supplier is replaced by: ...
* Article [...] of the Contract lapses.
* With regard to article [...] of the Contract, ...

**Final provision**

In so far as the Contract has not been amended by the above provisions, it will remain fully in force between the Parties, as will the General Government Purchasing Conditions 2018 (ARIV 2018), to which the Contract is subject.

Agreed 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 [*Supplier’s name*]

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

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

[Schedule(s):]