**Instructions**

* **Texts/clauses preceded by ‘<*OPTIONAL*>‘ are optional.**
* **Where the word ‘OR’ is placed between clauses, one of the options should be selected. The other option(s) should be deleted from the agreement.**
* **If a framework agreement is signed with only one party, the recitals should be amended accordingly (from plural to singular).**

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

(Date: May 2018)

**Framework Agreement on Hiring Flexible Workers under a Temporary Employment Contract (ARVODI 2018)**

***<OPTIONAL> Lot:*** *[…] (Instructions: complete only if the contract is divided into more than one lot)*

*Contract number: […] (Instructions: enter 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 [*portfolio*],

represented by [*name and position of signatory*] **<*OPTIONAL*>** (pursuant to a power of attorney issued by the Participating Contracting Authority/Authorities),

hereafter 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*],

hereafter referred to as the Contracting Authority,

jointly referred to as the Parties;

**WHEREAS:**

1. Regarding the provision of Flexible Workers under a Temporary Employment Contract, the Contracting Authority wishes to conclude firm agreements for a certain period with [*... enter number of Framework Contractors*] service providers (hereafter: Framework Contractors);
2. To this end, the Contracting Authority wishes to conclude a framework agreement with a term of […] year(s) / […] year(s) with [*number*] optional extension(s) of […] year(s) (hereafter: this Framework Agreement) *[Instructions: the total term of the Framework Agreement including any extensions may not exceed four years]* laying down the conditions applicable to all contracts for the performance of Services to be awarded by the Contracting Authority during the said term;
3. A contract award procedure has been held in accordance with the relevant Tender Documents to award this Framework Agreement, which is subject to the ‘light regime’ provided for in sections 2.38 and 2.39 of the Public Procurement Act 2012;
4. The Contracting Authority has determined that the Contractor’s Tender dated [...], reference [...], ***<OPTIONAL>*** <and the Tenders submitted by ... [*Instructions: if the agreement has been awarded to more than one Framework Contractor, state the number of other Framework Contractors*] other Framework Contractors*>* [offers/offer] [the best price-quality ratio *or* the lowest price *or* the lowest costs];
5. This Framework Agreement lays down the conditions applying to all contracts for the performance of Services that the Contracting Authority intends to award to one or more Framework Contractors during the term of this Framework Agreement and, if there is more than one Framework Contractor, that may or may not be awarded to the Contractor after competition between Framework Contractors based on the award criterion of [the best price-quality ratio *or* the lowest price *or* the lowest costs];
6. ***<OPTIONAL>*** The Contracting Authority will enter into agreements similar to the present agreement with the ... [*enter number of other Framework Contractors*] other Framework Contractors;

# AGREE AS FOLLOWS:

# 

Certain terms in this Framework Agreement 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). In derogation therefrom or in addition thereto, the following terms are defined as follows for the purposes of this Framework Agreement:

Tender Documents: all documents drawn up or referred to by the Contracting Authority to describe or define parts of the contract award procedure, including the tender notice, [the prior information notice if used as a request for tenders], technical specifications, the descriptive document, the information notice(s), proposed contract conditions, templates for documents to be submitted by tenderers, information on general obligations and all supplementary documents;

## 

## Participating Contracting Authorities: the Contracting Authorities participating in this award procedure, as designated and listed in the Tender Documents;

Services: the provision of Flexible Workers by the Contractor to the Contracting Authority in accordance with a Call-off Contract concluded under this Framework Agreement to perform work, including related activities and actions, under the direction and supervision of the Contracting Authority, which the Contractor undertakes to perform for the Contracting Authority, as described in the Tender Documents;

Service-specific Agreements: agreements made between individual Participating Contracting Authorities and the Contractor regarding the subjects referred to in article 4.1, in accordance with the model attached to this Framework Agreement as Schedule E;

Flexible Workers: natural persons in a legal relationship with the Contractor or with a supplier of the Contractor who are provided to the Contracting Authority under a Call-off Contract to perform work under the Contracting Authority’s direction and supervision on the basis of a Temporary Employment Contract, and candidates who are offered by the Contractor to the Contracting Authority as potential Flexible Workers;

Tender: the bid dated [...], reference [...], in accordance with Schedule F to this Framework Agreement, submitted by the Contractor in the context of the contract award procedure [...], reference [...], on the basis of the Tender Documents;

Call-off Contract: the contract referred to in article 3.6, on the basis of which the Contractor provides Flexible Workers to the Contracting Authority under a Temporary Employment Contract for a fixed period in accordance with this Framework Agreement;

Offer: an offer to provide Flexible Workers under a Temporary Employment Contract for a fixed period that the Contractor submits to the Contracting Authority in response to a Request for Offers under this Framework Agreement;

Request for Offers: an invitation made by the Contracting Authority to one or more Contractors under this Framework Agreement to submit an Offer for a Call-off Contract to provide Flexible Workers under a Temporary Employment Contract for a fixed period in accordance with this Framework Agreement;

Lot: part of the contract in respect of which economic operators may submit tenders;

Contractor’s Staff: the staff or assistants engaged by the Contractor to perform the Framework Agreement, other than the Flexible Workers, who work under its responsibility under the Framework Agreement;

Framework Contractor: a tenderer selected to be party to this Framework Agreement for the performance of Services in the area of [lot ... (*Instructions: enter lot)*] as defined in the Tender Documents;

Temporary Employment Contract: an employment contract as referred to in article 690 of Book 7 of the Civil Code, under which an employer provides an employee to a third party, in the context of the employer’s profession or business, to perform work under the third party’s supervision and direction in accordance with a contract awarded by that third party to the employer;

Working Day: a calendar day, other than a Saturday or Sunday, compulsory leave days and generally recognised public holidays within the meaning of section 3, subsection 1 of the General Extension of Time Limits Act, and leave days set by the Contracting Authority in the applicable legal status regulations.

1. Object of the Framework Agreement

1.1 During the term of this Framework Agreement the Contracting Authority may issue a Request for Offers in respect of a contract to perform Services. The Contractor is obliged to submit an Offer in response to a Request for Offers in accordance with the arrangements laid down in this Framework Agreement. If the Contracting Authority awards the contract referred to in the Request for Offers to the Contractor on the basis of the award criteria stated in the Tender Documents for the further award, the Contractor must perform that contract in accordance with this Framework Agreement and the Service-specific Agreements. A Call-off Contract will be concluded for this purpose.

1.2 The following documents together form the Framework Agreement. In so far as there are inconsistencies in these documents, a higher ranked document takes precedence over a lower ranked document:

* this Framework Agreement;
* the ARVODI 2018 (Schedule A);
* information notice(s) (Schedule B);
* Tender Documents (Schedule C);
* Flexible Worker Fees (Schedule D): **<*OPTIONAL*>** [for lot (…)];
* Call-off Contract;
* Service-specific Agreements (Schedule E);
* Tender, excluding Schedule D (Schedule F);
* Declaration on Social Conditions (Schedule G).

1.3 The Contracting Authority is entitled but not obliged to award contracts for the performance of Services during the term of this Framework Agreement. The Contractor therefore cannot claim any right whatsoever to be awarded contracts for the performance of Services during the term of this Framework Agreement.

1.4 The conditions of this Framework Agreement and the Service-specific Agreements apply in full

to all Call-off Contracts concluded during the term of this Framework Agreement between the Contracting Authority and the Contractor with regard to contracts for work specified in a Request for Offers to be performed by Flexible Workers, and associated Services to be performed by the Contractor, unless a Call-off Contract specifically derogates in writing from this Framework Agreement and the derogation does not constitute an essential change.

1. Duration of the Framework Agreement, Service-specific Agreements and Call-off Contract

2.1 This Framework Agreement takes effect immediately it is signed by the two Parties and enters into force on ………………… [*DATE 1*] for a period of ….. year(s). **<*OPTIONAL*>** [with an option to be exercised unilaterally by the Contracting Authority to extend this Framework Agreement under the same conditions for a period of …..]. *(Instructions: the maximum period, including extension option(s), is four years.)* [The Contracting Authority will notify the Contractor in writing no later than … months before the expiry of the initial / then applicable term of the Framework Agreement if it intends to exercise its option to extend the Framework Agreement. If the Contracting Authority does not exercise its option to extend the Framework Agreement, the Framework Agreement will automatically end on expiry of the term referred to in the first sentence of this article.[*Instructions: include only if it is decided to include optional extensions in the Contract.*]

2.2 Service-specific Agreements remain in force for as long as this Framework Agreement and the Call-off Contracts concluded under it remain in force.

2.3 Termination of this Framework Agreement or the Service-specific Agreements for whatever reason does not affect the rights and obligations arising under Call-off Contracts. The conditions of this Framework Agreement and the Service-specific Agreements concerned will continue to apply to any Call-off Contracts remaining in force after this Framework Agreement has ended.

2.4 The duration of any Call-off Contracts awarded to the Contractor under this Framework Agreement will be stipulated in each contract. This duration may exceed the duration of this Framework Agreement. For performance reasons, the duration of the Framework Agreement may be exceeded by more than six months only in exceptional, clearly justified cases.

1. Further award

3.1 On receipt of a Request for Offers and with due regard for the provisions of this Framework Agreement concerning the contract award procedure, the Contractor is obliged to submit an Offer. The Contracting Authority is not obliged to pay for the Offers it receives.

3.2 The Contracting Authority will state in the Request for Offers, among other things, what job profiles, legal status regulations, qualifications and/or specific knowledge and experience requirements the Flexible Workers concerned must satisfy in order to perform work under the Call-off Contract*.* In the Offer submitted in response to the Request for Offers, the Contractor will indicate which of its Flexible Workers may be engaged to perform the work under the Call-off Contract. The Contractor will append the CVs of the Flexible Workers concerned to its Offer. It should do so in accordance with the requirements set in the Tender Documents. Further requirements may be set in the Service-specific Agreements.

3.3 At the Contracting Authority’s request, selection interviews will be held with the Flexible Worker(s) offered by the Contractor as referred to in paragraph 2.

3.4 The official mandated for that purpose by the Contracting Authority will notify the Contractor in writing that the proposed Flexible Worker(s) has/have been accepted.

3.5 The Contracting Authority may award the Contractor a Call-off Contract, which the Contractor will accept, for the performance of work by one or more Flexible Workers in accordance with this Framework Agreement.

3.6 The Call-off Contract will include at least the following:

1. a reference to the Request for Offers;
2. a description of the job in accordance with the Civil Service Job Description and Evaluation System, where applicable;
3. the subject or nature of the work to be performed by the Flexible Workers;
4. the place where the Flexible Workers will perform the work;
5. a reference to the pay scale and increment applicable to the job in accordance with the Contracting Authority’s applicable legal status regulations;
6. the specific flexible character of the Call-off Contract (such as a posting or secondment);
7. the duration of the work to be performed by the Flexible Workers and the days and times when the work will be performed, with due regard for the Flexible Workers’ rights arising from legislation and the applicable collective labour agreement on employment conditions, which may have been declared generally binding;
8. the manner in which the Call-off Contract will be terminated;
9. the names of the Flexible Workers;
10. the invoicing address if it differs from the address in the Service-specific Agreements;
11. the hourly fee;
12. where applicable, agreements on courses, training, check-ups, security screening and induction;
13. the name and address of the Participating Contracting Authority.
14. Service-specific Agreements

4.1 In addition to this Framework Agreement, the Contracting Authority will make at least Service-specific Agreements with the Contractor concerning:

1. the submission of certificates of conduct (VOGs);
2. the number of CVs to be received per Request for Offers;
3. response and delivery deadlines connected with the Request for Offers for the provision of Flexible Workers and the availability of Flexible Workers after receiving a Request for Offers;
4. the procedure for sickness absence notifications;
5. Contracting Authority’s and the Contractor’s contacts;
6. further agreements on contract management;
7. internal rules and security rules;
8. further agreements on integrity, confidentiality and outside activities;
9. the submission deadline for timesheets and payment accounts approved by the Contracting Authority;
10. the invoicing address(es), invoicing procedure and contact details;
11. agreements on the calculation of additional payments;
12. specific agreements on the implementation and use of digital support during the hiring procedure;
13. specific agreements on the application of certain specific payroll factors, e.g. for holiday workers and pension beneficiaries, provided the Tender Documents provide for an option scheme for the Participating Contracting Authority/Authorities;
14. agreements on how a participating Contracting Authority will award a Call-off Contract.

4.2 The Service-specific Agreements must be consistent with the Framework Agreement and Tender Documents.

**5. Price and other financial provisions**

5.1 The Contracting Authority and Contractor have agreed fees for a number of different categories for the duration of this Framework Agreement. These categories and the related fees are stipulated in Schedule D (Flexible Worker Fees) to this Framework Agreement.

5.2 The Contractor is entitled to claim in arrears the actual number of hours worked at the fee stated in the Call-off Contract in accordance with Schedule D (Flexible Worker Fees) to this Framework Agreement on the basis of a timesheet based on the Call-off Contract and accepted by the Contracting Authority, as laid down in the Service-specific Agreements, with due regard for any expense allowances laid down by the Contractor in the Call-off Contract in accordance with the provisions of the Tender Documents.

5.3 The fees stipulated in Schedule D (Flexible Worker Fees) will be adjusted according to the circumstances and subject to the strict conditions laid down in the Tender Documents and that Schedule.

5.4 It is expressly agreed that, if some or all of the Services are not exempt from VAT but the Contractor nevertheless omits to charge VAT, the Contracting Authority will not be liable to pay the VAT in question.

5.5 Payment will be made once the Services performed under a Call-off Contract have been received and accepted.

5.6 The Parties agree that they will observe the invoicing conditions laid down in the Tender Documents, except where the Service-specific Agreements and/or the Call-off Contract depart from them.

**6. Contacts**

6.1 The Contracting Authority’s contact is: <name and address, email address, landline number, mobile number>.

The Contracting Authority’s deputy contact is: <name and address, email address, landline number, mobile number>.

The Contractor’s contact is: <name and address, email address, landline number, mobile number>.

The Contractor’s deputy contact is: <name and address, email address, landline number, mobile number>.

6.2 At least [once/twice/three times etc.] a year, the Parties’ contacts will consult each other on the way in which this Framework Agreement is being implemented (interim evaluation(s)). Further details may be provided in the Service-specific Agreements.

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

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

**7.** **Time and place of work**

7.1 The work relating to the Services specified in a Call-off Contract will be carried out at the place(s) and time(s) stipulated in the Call-off Contract.

7.2 Each party undertakes to give the other party’s Staff and the Flexible Workers provided to the Contracting Authority access to the place where the work for the Services specified in the Call-off Contract must be performed and also to allow such Staff and the Flexible Workers to perform the work in conditions that reflect that party’s usual practice and during normal office hours, unless they agree otherwise in the Call-off Contract subject to the conditions of this Framework Agreement. The Parties undertake to instruct their Staff and the Flexible Workers engaged by the Contracting Authority to observe the internal rules applicable at the place where the work is performed.

**8.** **Guarantees given by the Contractor**

The Contractor guarantees that the Services performed by it or on its behalf will comply with the applicable collectively agreed employment conditions and legislation.

9. Subcontracting

9.1. For the performance of this Framework Agreement, the Contractor will use the services of third parties, other than Flexible Workers, only with the Contracting Authority’s consent. The Contracting Authority will not withhold its consent without good reason. It may attach conditions to its consent.

9.2 The consent given by the Contracting Authority does not prejudice the Contractor’s own responsibility and liability for the performance of its obligations under this Framework Agreement and the obligations resting on it as employer under the applicable legislation and collective labour agreement(s).

9.3 The Contractor indemnifies the Contracting Authority against all claims brought by the third parties referred to in article 9.1 arising from or relating to the Contractor’s engagement of those third parties.

**10. Contracting Authority’s duty of care**

10.1 The Contracting Authority will supervise and/or manage the Flexible Workers and the performance of the work in accordance with article 658, paragraph 4 of Book 7 of the Civil Code and with the same care as it is obliged to exercise for its own personnel.

10.2 The Contracting Authority is liable vis-à-vis the Flexible Workers for compliance with rules concerning workplace safety and good working conditions in general.

11. Liability

11.1 Under article 170 of Book 6 of the Civil Code, the Contracting Authority is liable for any damage caused by the Flexible Workers that the Contractor provides to the Contracting Authority. The Contracting Authority may seek compensation from the Flexible Workers for any damage caused by intent or gross negligence on their part.

11.2 A party that imputably fails to perform its obligations is liable to the other party for any damage suffered, with the proviso that the liability per event is limited to an amount of:

- €500,000 for a Framework Agreement whose total estimated value is less than or equal to €1,000,000 per year;

- €1,000,000 for a Framework Agreement whose total estimated value is more than €1,000,000 but less than or equal to €5,000,000 per year;

* €1,250,000 for a Framework Agreement whose total estimated value is more than €5,000,000 per year.

Related events will be treated as a single event.

The limitation of liability referred to above does not apply:

a. in the event of third-party claims for damages resulting from death or injury;

b. in the case of intent or gross negligence on the part of the Contractor;

c. to breaches of intellectual property rights as referred to in article 14.

11.3 The Contractor is not obliged to pay more than €2,500,000 per year in damages to the Contracting Authority, except in the cases referred to in the previous paragraph.

11.4 **<*OPTIONAL*>** The Contractor indemnifies the Contracting Authority against any claims for compensation made by third parties other than Flexible Workers for damage resulting from a failure as referred to in article 11.2.

**12.** **Labour user’s liability**

12.1 The Contractor guarantees the Contracting Authority that the salaries tax, national insurance contributions and/or employee insurance contributions and value added tax (VAT) payable on the salaries of the Flexible Workers provided will be withheld and remitted to the competent Tax Collector and that the VAT payable on the fee will be remitted to the Tax Collector.

12.2 At the Contracting Authority’s first request, the Contractor will submit as quickly as possible a written declaration from the Tax Collector regarding the timely and full remittance of the salaries tax and social insurance contributions payable on the salaries of the Flexible Workers provided for the previous quarter and the VAT payable in respect of Call-off Contracts.

Notwithstanding the above, listed companies that satisfy the NEN 4400-1 or NEN 4400-2 standard and that are entered in the register of the Dutch Labour Standards Foundation (SNA) need only submit a waiver issued by the Tax and Customs Administration declaring that the company in question has provided sufficient surety for the remittance of salaries tax, social insurance contributions and VAT.

12.3 If the Contractor is not obliged to withhold salaries tax and social insurance contributions from the salaries of the Flexible Workers provided, it will submit to the Contracting Authority a declaration issued by the Inspector showing that salaries tax and social insurance contributions need not be paid on the salaries of the Flexible Workers concerned.

12.4 If the Contractor fails to perform the obligations laid down in this article on a timely basis or in full, the Contracting Authority may, at its own discretion and without the Contractor being entitled to hold the Contracting Authority liable for non-performance of any obligation under this Framework Agreement:

- suspend all payments until the required written declarations are submitted;

- deposit a proportion of the payment corresponding to the taxes payable directly with the Tax Collector, to which end the Contractor will provide all necessary information to the Contracting Authority at its first written request.

If the Contractor still fails to perform the obligations laid down in this paragraph even after being informed in writing that it is in default and given a once-only period of 14 days to perform the obligations referred to in this paragraph, the Contracting Authority is entitled to cancel this Framework Agreement immediately or to cancel the Call-off Contract(s) awarded by it immediately, without being obliged to pay any damages to the Contractor or third parties.

12.5 Notwithstanding article 11.2, the Contractor is liable for all damage incurred by the Contracting Authority on account of the Contractor not performing its obligations under the previous paragraphs. The Contractor indemnifies the Contracting Authority against any third-party claims for compensation for damage resulting from non-performance. In so far as the Contracting Authority has to perform any of the Contractor’s obligations as laid down in the previous paragraphs, the Contractor will reimburse to the Contracting Authority at its first request the amounts concerned plus statutory interest calculated from the moment the Contracting Authority paid such amounts to the body concerned.

**13. Insurance**

The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards for the following risks:

a. business liability, including liability for damage caused to persons or the Contracting Authority’s property;

b. loss of or damage to business property (including as a result of fire or theft) caused by the actions of the Contractor’s Staff and/or the Flexible Workers, including items of property owned by the Contracting Authority.

**14. Intellectual property rights**

14.1 All intellectual property rights that may be exercised in relation to the results of the work performed by the Flexible Workers for the Contracting Authority rest with the Contracting Authority, irrespective of where and when they may be exercised. On the basis of the Framework Agreement, the Contractor assigns these rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights.

14.2 All database rights that may be exercised in relation to the results of the work performed by the Flexible Workers for the Contracting Authority rest with the Contracting Authority, irrespective of where and when they may be exercised. On the basis of this Framework Agreement, the Contractor assigns these intellectual property rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights.

14.3 In so far as the results of the Services performed are achieved in full or in part by means of existing intellectual property rights that do not accrue to the Contracting Authority, the Contractor grants the Contracting Authority a non-exclusive and non-terminable right of use for the duration of this Framework Agreement, in so far as this is reasonable and considered necessary by the Contracting Authority. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.

14.4 In so far as a further instrument is required for the assignment of the rights referred to in articles 14.1 and 14.2, the Contractor hereby irrevocably authorises the Contracting Authority to draft such an instrument and sign it on the Contractor’s behalf, without prejudice to the Contractor’s obligation to cooperate in the assignment of these rights as soon as the Contracting Authority requests it to do so, without attaching any conditions to its cooperation.

14.5 If there is a difference of opinion between the Parties regarding the intellectual property rights referred to in articles 14.1 and 14.2 in relation to the results of the work performed by the Flexible Workers for the Contracting Authority, it will be assumed, in the absence of proof to the contrary, that the rights rest with the Contracting Authority. In all cases, the Contracting Authority may use the results for the purposes specified in this Framework Agreement.

14.6 The Contractor hereby renounces vis-à-vis the Contracting Authority any personality rights, as referred to in the Copyright Act, accruing to the Contractor in respect of the work performed by the Flexible Workers for the Contracting Authority, in so far as the applicable legislation allows it to do so. Acting both in its own capacity and on behalf of the members of its Staff and the Flexible Workers working on the Contract, and as authorised to this end, the Contractor renounces vis-à-vis the Contracting Authority any personality rights accruing to those members of its Staff, in so far as the applicable legislation allows it to do so.

14.7 The Contractor indemnifies the Contracting Authority against any claims brought by third parties, not relating to the work performed by the Flexible Workers for the Contracting Authority, in respect of any breach of their intellectual property rights, including equivalent claims relating to knowledge, unlawful competition and suchlike. The Contractor is obliged to take any action that may help prevent stagnation and limit the additional costs and/or losses incurred as a result of such breaches, and to do so at its own expense.

14.8 Without prejudice to the above provisions, the Contracting Authority may, if a third party holds it liable for a breach of intellectual property rights, cancel this Framework Agreement in writing, in full or in part, out of court without prejudice to its further rights vis-à-vis the Contractor, including but not limited to any right to damages. The Contracting Authority will not exercise its right to cancel this Framework Agreement until it has consulted the Contractor.

14.9 Intellectual property rights arising from the results of the Services performed, not relating to the work performed by the Flexible Workers for the Contracting Authority, other than those referred to in articles 14.1 and 14.2, may never be exercised against the Contracting Authority, and the Contractor assigns to the Contracting Authority a non-exclusive and non-terminable right of use, free of charge, for the duration of the Framework Agreement for the purposes of this Framework Agreement’s objectives.

**15.**  **Security**

15.1 The Contractor’s Staff and the Flexible Workers involved in the performance of the work, in so far as the work is performed on the Contracting Authority’s premises, must comply with the Contracting Authority’s security procedures and internal rules. The Contracting Authority will inform the Contractor in good time about these procedures and rules.

15.2 Flexible Workers engaged by the Contracting Authority must submit appropriate certificates of conduct at the start of the work or, if this is not reasonably possible, within four weeks of starting work for the Contracting Authority. Further details will be provided in the Service-specific Agreements.

15.3 The Contractor’s Staff and the Flexible Workers involved in the performance of the work, in so far as the work is performed on the Contracting Authority’s premises, may be obliged to undergo a security check in accordance with the Contracting Authority’s customary rules. The Contractor must lend its full cooperation to such checks. The Contracting Authority may, on the basis of the results of a security check, refuse to allow the person in question to work on the Contract, without giving any reasons.

**16.** **Cancellation and notice of termination**

16.1 Without prejudice to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Framework Agreement with immediate effect out of court by registered letter, without giving any warning or notice of default, if:

a. the Contractor is convicted by final and unappealable judgment of discrimination within the meaning of articles 137c to 137q and article 429quater of the Criminal Code; or

b. a member of the Contractor’s Staff is convicted by final and unappealable judgment of discrimination within the meaning of articles 137c to 137q and article 429quater of the Criminal Code, if such a person is a member of an executive, management or supervisory body of the Contractor or has representative, decision-making or audit powers.

16.2 Any legal action arising from the previous paragraph is inadmissible if it is brought more than three years after the conviction for discrimination referred to in the previous paragraph becomes final and unappealable.

16.3 In so far as one or more Call-off Contracts have been correctly performed at the time of this Framework Agreement’s termination or cancellation, the work performed and the associated payment obligation, whether already invoiced or not, cannot be undone and an invoice may be issued for that work in accordance with the invoicing provisions laid down in this Framework Agreement.

**17. Smooth transfer of Services on termination of this Framework Agreement**

17.1 On termination of this Framework Agreement (for whatever reason), the Contractor will fully cooperate in the careful and smooth transfer of the Services to a subsequent contractor, with due regard for the provisions of the Tender Documents. At the Contracting Authority’s first request, the Contractor must make agreements regarding the transfer with the Contracting Authority and the subsequent contractor(s).

17.2 At the Contracting Authority’s first request, the Contractor will lend its timely and full cooperation in the provision of relevant reports and management information that the Contracting Authority considers necessary to prepare a contract award procedure for a new (subsequent) framework agreement.

17.3 The continuity of the Services and the work performed by the Flexible Workers is guaranteed and may not be compromised at any time. If the situation qualifies as a ‘transfer of business’ as defined in the Tender Documents, the Flexible Workers will automatically be transferred to the new framework contractor on the date on which the new (subsequent) framework agreement comes into force, unless the Flexible Workers themselves refuse to be transferred.

**18.**  **Social return and social conditions**

18.1 The Contractor will satisfy the social return requirements stipulated in the Tender Documents.

18.2 The Contractor has signed the Declaration on Social Conditions appended to this Framework Agreement as Schedule G.

18.3 With regard to the social conditions applied by the Contracting Authority when awarding public contracts, the Contractor has opted for the following regime: [*instruction, complete*: Regime 1. The Contractor is a member of a qualifying supply chain initiative *or* Regime 2. The Contractor foresees no risk of a breach of the social standards *or* Regime 3. Risks are present or uncertain.]

**19. Publicity**

The Contractor may not refer to this Framework Agreement or a Call-off Contract either implicitly or explicitly in publications (including press releases) or advertisements except in publicity directly related to the Services in order to recruit Flexible Workers, and it may use the Contracting Authority’s name as a reference only with the Contracting Authority’s consent.

**20.** **Other conditions**

20.1 This Framework Agreement and a Call-off Contract for the performance of Services are governed exclusively by the ARVODI 2018 (Schedule A), in so far as this Framework Agreement does not depart from it. Any general and special terms and conditions drawn up by the Contractor do not apply.

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

20.3 The following articles of the ARVODI 2018 do not apply to this Framework Agreement:

article 1.1 (professional errors), 1.3 (Services), 1.9 (Contractor’s Staff);

article 4.3 (third-party assessment of the results of the Services)

article 13.3 and 13.4 (confidentiality);

article 15.2 (security);

article 16 (payment and upward and downward contract variations);

article 17.4 (invoicing);

article 20 (potential delays);

articles 21.3 and 21.6 (liability).

20.4 The Contracting Authority is at all times entitled to employ a Flexible Worker directly as a civil servant, with due regard for the notice period applicable to the Contracting Authority. On the employment of a Flexible Worker as a civil servant, the Contractor will not charge costs if:

1. the Contractor was not responsible for the recruitment and selection of the Flexible Worker (e.g. as a result of the Flexible Worker being acquired from a previous contractor), or
2. the Flexible Worker has performed at least the number of hours of billable work stated in the Tender Documents at the Participating Contracting Authority.

If the Contracting Authority decides to employ a Flexible Worker as a civil servant before the aforementioned term has elapsed, the Contractor will have the right to payment for the hours actually worked by the Flexible Worker concerned and also to payment for the remaining (unworked) hours up to the number of hours stated in the Tender Documents, multiplied by only the agency markup (i.e. excluding hourly wage and payroll factor). The agency margin payable for the remaining number of (unworked) hours will be invoiced separately.

**21.**  **Declaration of integrity**

The Contractor declares that it has not offered or given members of the Contracting Authority’s Staff any benefit in connection with the award of this Framework Agreement or in order to obtain Call-off Contracts for the performance of Services, nor arranged for them to be offered or given any such benefit, nor will it offer or give any such benefit or arrange for any such benefit to be offered or given. 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.

**22. Final provisions**

Derogations from this Framework Agreement, the Service-specific Agreements or a Call-off Contract are binding only in so far as they have been expressly agreed by the Parties in writing.

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*],

[*portfolio*],

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

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

**Schedules:**

Schedule A ARVODI 2018

Schedule B Information notice(s)

Schedule C Tender Documents

Schedule D Flexible Worker Fees

Schedule E Service-specific Agreements

Schedule F Tender, excluding Annexe D

Schedule G Signed Declaration on Social Conditions