



Contract number: WaL ...

The undersigned:

1. The **State of the Netherlands**, which has its seat in The Hague, represented by the Minister of Foreign Affairs, legally represented in this matter by ... [signatory's name and position], Netherlands Enterprise Agency, 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,

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2016 (ARVODI 2016).

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to perform research and development Services as described in the proposal submitted by the Contractor on [date] based on the Call for Action Water as Leverage for Asia issued by the Contracting Authority on [date], in so far as this Contract does not contain any provisions to the contrary. The Contractor hereby agrees to perform these Services.

At the end of Phase 1, during the mid-term review, the advisory board will advise which Conceptual Designs are feasible for further development in Phase 2. Based on this advice the Contracting Authority will make a go/no-go decision whether Contractor can proceed to enter into Phase 2 of the contract. A notice of this decision and the selected feasible Conceptual Designs will be communicated by e-mail within ... days after the mid-term review. The Contractor will inform the Contracting Authority which of the feasible Conceptual Design(s) it will develop further.

>>



1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

- this Contract;
- the ARVODI 2016;
- Questions and Answers document
- the Call for Action Water as Leverage for Asia of [datum3]
- the WaL guidelines 2018
- the proposal issued by the Contractor to the Contracting Authority on [datum1]. [date], ref ...

1.3 The documents referred to in Article 1.2 are - also when not initialled - Schedules in the sense of ARVODI-2016.

1.4 At the end of Phase 1 the deliverables include but are not limited to: an accessible midterm review digital report according to the format End report Phase 1 and a presentation.

1.5 The final digital report of Phase 1 will be preceded by a final draft report which will be sent to the Contracting Authority ... days before the local workshop in December. Contractor will present this draft together with the insights from the local workshop at the regional workshop in December 2018.

1.6 If at issue, at the end of phase 2 the deliverables include but are not limited to: an accessible digital report according to the format End report Phase 2 and a presentation that includes at least:

- One or more project designs for site-specific bankable design solutions;
- A feasibility component and a preliminary costs benefits analysis;
- Implementation strategies for the Proposal for Urban Water Project(s) that identify partners, timing and funding potential. Including a reflection on the fit of the Proposal within the processes, procedures and conditions of potential funders.

1.7 The final digital report will be preceded by a draft report which will be sent to the Contracting Authority ... days before the final regional workshop. Contractor will finalise its deliverables with the insights from the final regional workshop in April 2019.

2. Formation and duration of the Contract

2.1 This Contract is formed once it has been signed by [both] Parties.

2.2 The agreed Services for Phase 1 must be completed by [date]

2.4 If at issue, the agreed Services for Phase 2 must be completed by [date 2].

2.3 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 immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

3. Price and other financial provisions

3.1 The Contractor will perform the Services for a fixed aggregate fee of € 200,000.00 (excluding Dutch VAT and including, travel & DSA costs and any other costs) under the condition of approval for Phase 2.

Phase 1 consists of a fee of € 75,000.00.

Phase 2 consists of a fee of € 125,000.00.

3.2 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.

3.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.

3.4 The agreed rates are fixed and invariable during the term of this Contract.

3.5 Payment of the fee takes place as follows after receipt of the invoices:

- tbd

3.6 Contractor sends invoices

- tbd

3.7 Payments to third parties employed or hired by the Contractor, if any, shall remain the responsibility of the Contractor who shall ensure that such payments are made promptly.

3.8 The Contracting Authority may request at any time such evidence as may reasonably be required that the Contractor has used the amounts paid in accordance with the Contract in connection with the Services. The Contractor shall maintain proper financial records relating to the performed Services at all times during the Contract Period and for a period of six years after the end of the Contract Period.

4. Contacts / project managers

4.1 The Contracting Authority's contact is ... The Contractor's contact is ...



4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2016, the contacts named above cannot make legally binding agreements on the Parties' behalf.

5. Other Terms and Conditions

5.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2016 (ARVODI 2016) (please refer to Schedule 1) in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract

5.2 Articles 13, 19 and 26 of the ARVODI-2016 do not apply.

5.3 Article 24 ARVODI-2016 does not apply. However, the Contractor will arrange an appropriate right of use for the Contracting Authority. In addition, the Contractor is obliged upon request to grant licenses to third parties at a fair market price.

If, within four years of its creation, any intellectual property resulting from this contract has not been commercially exploited by the Contractor (and/or any potential subcontractors), and the Contractor (and/or any potential subcontractors) is not using its best endeavours to do so, or the Contractor (and/or any potential Subcontractor) is using the intellectual property to the detriment of public interest, the Contractor (and any potential subcontractors) shall if requested by the Contracted Authority assign the intellectual property rights to the Authority

5.4 The Contractor will cooperate with evaluations that will take place during and after this contract in the context of the Water as Leverage programme and commissioned by the Contracting Authority.

5.5 Contrary to article 31 ARVODI-2016, the Contractor does not require permission from the Contracting Authority for notification of the contract in publications and advertisements. If Contractor wants to publish, it will state that the contract has been carried out in the context of a Water as Leverage challenge from the Netherlands Ministry of [...]. The contractor sends a copy of publications to the Contracting Authority.

6. Declaration of integrity and responsible business conduct

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.



The Contractor hereby declares that the activities will be conducted in accordance with

- the guidelines for Corporate Social Responsibility (CSR) of the Organisation for Economic Co-operation and Development (OECD)¹ and
- the Environmental and Social Performance standards² of the International Finance Corporation (IFC).

7. Final provisions

7.1 In addition to article 22 ARVODI-2016 it applies that in all cases of premature termination of this Contract the Contracting Authority may require the Contractor to complete the Services in such a way and transfer the results to the Contractor or a third party to be appointed by it, such that unimpeded continuation of the assignment is possible.

7.2 Deviations from this Contract are only binding insofar as they have been expressly agreed between both Parties in writing.

7.3 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
[name of portfolio]

For [Contractor's name]

[signatory's name]
[signatory's position]

[signatory's name]
[signatory's position]

¹ <http://mneguidelines.oecd.org/guidelines/>

² https://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/Sustainability-At-IFC/Policies-Standards/Performance-Standards