# 

**Instructions:**

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

**- E-invoicing: article 14.2 of the ARBIT requires the Counterparty to submit invoices electronically, in line with government policy. If this is impossible, after consulting the relevant ministry official you can delete the version of article 8.2 in this contract that requires electronic invoices, and include instead the second (optional) version, which allows paper invoices.**

**Please note, with regard to the Assessment of Employment Status (Deregulation) Act (DBA): if this model contract 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 Administration, 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 Call-off Contract.**

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

(Date: September 2023)

# Model Call-off Contract under the ARBIT-2022 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 of/State Secretary for <portfolio>,

legally represented in this matter by

<signatory’s name and position>,

hereinafter referred to as ‘the Contracting Authority’,

and

2. <full name and legal form of the Contractor>, which has its registered office in <place>, legally represented in this matter by <signatory’s name and position>,

hereinafter referred to as ‘the Counterparty’,

the Contracting Authority and the Counterparty hereinafter referred to jointly as ‘the Parties’ and separately as ‘the Party’

**Whereas:**

*Organisation and procurement needs of the Contracting Authority*

a. the Contracting Authority is responsible for <description of the organisation of the Contracting Authority, in so far as relevant to this Call-off Contract and further to the recitals in the Framework Agreement>;

b. in performing its duties the Contracting Authority needs <description of the Contracting Authority’s procurement needs in entering into this Call-off Contract with the Counterparty>;

c. the Contracting Authority wishes to meet its needs by entering into a Call-off Contract with the Counterparty under the ARBIT Framework Agreement concerning <description> of <date>, reference <reference>;

*Course of the further call for competition*

d. in connection with the above recitals, the Contracting Authority initiated a procedure to award a contract for <description of Deliverable> on <date> by means of a further call for competition;

e. <description of the remainder of the procurement process depending on the nature of the mini-competition>;

f. the Contracting Authority awarded the contract to the Counterparty on <date>.

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**Agree as follows:**

# Definitions

A number of terms in this Call-off Contract are written with initial capitals. These terms are defined in the Terms and Conditions and the Framework Agreement.

# Subject of the Call-off Contract

2.1. Pursuant to the Framework Agreement the Parties hereby conclude a Call-off Contract under which the Counterparty undertakes, in consideration of the Fee referred to in article 7, to provide the Deliverable as described in the further call for competition, which basically consists of:

- delivery of the Product(s):

|  |  |  |
| --- | --- | --- |
| **Serial number** | **Subject** | **Number** |
| A1 | *<Products>* | *<…>* |
| A2 | *<…>* | *<…>* |

- performance of the Public Service Contract(s):

|  |  |  |
| --- | --- | --- |
| **Serial number** | **Subject** | **Number** |
| B1 | *<consultancy services, Implementation, Installation, support, development of Custom Software, Secondment, Maintenance, cloud services (comprising, at a minimum, Licences and Maintenance), other Public Service Contracts>* | *<…>* |
| B2 | *<…>* | *<…>* |

- granting of one or more Licences:

|  |  |  |
| --- | --- | --- |
| **Serial number** | **Subject** | **Number** |
| C1 | *<‘Unrestricted Licence to ……………’ or if agreed otherwise: ‘Notwithstanding the provisions of article 43.2 (d), the scope of the Licence is restricted to …’ (for example the organisation or parts of the organisation entitled to the Licence, number of users, locations, transactions, systems, etc.)>* | *<…>* |
| C2 | *<…>* | *<…>* |

in order to enable the Contracting Authority to make the Agreed Use thereof.

2.2. The following documents together constitute the Call-off Contract. In the event of mutual inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1) this document;

2) the Data Processing Agreement (Data Processing Agreement Schedule) (if applicable);

3)the Framework Agreement;

4) the further call for competition (Further Call for Competition Schedule);

5) the further tender (Further Tender Schedule);

6) the other Schedules.

2.3. ***<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 Call-off Contract and <title and reference of contract>.

# 3. Contacts and reporting

3.1. The persons who liaise on behalf of the parties in relation to the performance of the Call-off Contract are: <contacts>.

3.2. The Counterparty will report <period> on how the Call-off Contract is being performed. This report will at least comprise:

<subject of the report>.

# 4. Entry into force and term of the Call-off Contract

4.1. The Call-off Contract enters into force once it has been signed by both Parties.

**OR**

4.1. The Call-off Contract enters into force on <date>.

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

4.3. <***OPTIONAL*** in the case of renewal options reserved in the further call for competition> The Contracting Authority may renew the Call-off Contract 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 Counterparty no later than <number> months before the end of the term referred to in article 4.2.

# 5. Delivery and Completion

*In the case of Products*

5.1. The Counterparty will arrange for the Delivery of the Products on the date and at the place referred to in the following table. The specified dates are Vital Deadlines.

|  |  |  |  |
| --- | --- | --- | --- |
| **Serial number** | **Subject** | **Delivery address** | **Delivery date** |
| A1 | *<Products>* | <*address*> | *<date or X days after demand in accordance with Delivery-on-Demand Procedure Schedule>* |
| A2 | <…> | <…> | <…> |

*In the case of Public Service Contracts or the granting of Licences*

5.2. The Counterparty will arrange for Completion in the manner, on the date and at the place referred to in the following table. The specified dates are Vital Deadlines.

| **Serial number** | **Subject** | **Manner of Completion** | **Address and date** |
| --- | --- | --- | --- |
| B1 | *<Consultancy Services>* | *<…>* | *<address, date>* |
| B2 | *<Development of Custom Software>* | *<provision of copies of the Object and Source Code>* | *<address, date>* |
| B3 | *<Secondment>* | *<provision of Staff as evidenced by monthly submission of timesheets retrospectively>* | *<address, date>* |
| B4 | *<Support>* | *<…>* | *<address, date>* |
| B7 | <*Other Public Service Contracts>* | *<provision of copies>* | *<address, date>* |
| C1 | <*Licences (to Standard Software)>* | *<provision of copies>* | *<address, date>* |

*In the case of Maintenance and cloud services*

5.3. Service provision begins on the date indicated in the table below.

| **Serial number** | **Subject** | **Start date** |
| --- | --- | --- |
| B5 | <*Maintenance>* | *<date on which the maintenance obligation begins>* |
| B6 | <*Cloud services>* | *<date on which access to the cloud service begins>* |

5.4. <***OPTIONAL*** in the case of Standard Software with a right to the Source Code>

In those cases in which the Counterparty has undertaken to make the Source Code available to the Contracting Authority, the latter will on request be immediately supplied with a copy of the most recent version of the Source Code.

# 6. Acceptance

6.1. Acceptance of the Deliverable takes place as follows:

| **Serial number** | **Subject** | **Acceptance** | **Deadline for communication of Acceptance or non-Acceptance** |
| --- | --- | --- | --- |
| A1 | *<Products>* | *<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>* | *<30 days after Delivery (11.1 ARBIT)> <OPTIONAL a different term as referred to in article 11.4 ARBIT>* |
| B1 | *<Consultancy Services>* | *<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>* | *<30 days after Completion (11.1 ARBIT)> <OPTIONAL a different term as referred to in article 11.4 ARBIT>* |
| B2 | *<Development of Custom Software>* | *<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>* | *<30 days after Completion (11.1 ARBIT)> <OPTIONAL a different term as referred to in article 11.4 ARBIT>* |
| B3 | *<Secondment>* | *<Approval of the timesheets submitted in accordance with the model included in the Model Timesheets Schedule>* | *<30 days after receipt of the timesheet>* |
| B4 | *<Support>* | *<…>* | *<…>* |
| B5 | *<Maintenance>* | *<In accordance with the provisions of the Service Level Agreement Schedule>* | *<In accordance with the provisions of the Service Level Agreement Schedule>* |
| B6 | *<cloud services (comprising, at a minimum, Licences and Maintenance)>* | *<In accordance with the provisions of the Service Level Agreement Schedule>* | *<In accordance with the provisions of the Service Level Agreement Schedule>* |
| B7 | *<Other Public Service Contracts>* | *<…>* | *<30 days after Completion (11.1 ARBIT)> <OPTIONAL a different term as referred to in article 11.4 ARBIT>* |
| C1 | *<Licences (to Standard Software)>* | *<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>* | *<30 days after Completion (11.1 ARBIT)> <OPTIONAL a different term as referred to in article 11.4 ARBIT>* |

6.2. <***OPTIONAL***> If the Contracting Authority accepts the Deliverable despite the presence of one or more Defects, it will withhold an amount of <amount> from the Fee until the Defects have been repaired.

# 7. Fee

7.1. The Parties agree the following Fee:

| **Serial number** | **Subject** | **Price** | **Price incl. VAT** |
| --- | --- | --- | --- |
| A1 | The Fee for the Product to be delivered is: | *<fixed total price or price per Product>* | *<fixed total price or fee per Product>* |
| B1 | The Fee for the consultancy work is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| B2 | The Fee for the development of Custom Software is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| B3 | The Fee for the Secondment is: | *<hourly rate or other fee criterion >* | *<hourly rate or other fee criterion >* |
| B4 | The Fee for the support is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| B5 | The Fee for the Maintenance is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| B6 | The Fee for the cloud services is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| B7 | The Fee for *<other Public Service Contracts>* is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |
| C1 | The Fee for the Licence is: | *<fixed total price or other fee criterion>* | *<fixed total price or other fee criterion>* |

7.2. <***OPTIONAL*** in the case of a Call-off Maintenance Contract> If the Deliverable does not meet the agreed service levels owing to a failure imputable to the Counterparty, the Fee will be subject to a discount in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Service levels** | **Criterion** | **Discount** |
| *<service level1>* | *<criterion>* | *<discount>* |
| *<service level2>* | *<criterion>* | *<discount>* |

7.3. <***OPTIONAL***> If Completion or Delivery of the Deliverable does not take place on the agreed date owing to a failure imputable to the Counterparty, an amount of <amount> will be deducted from the Fee for every day that the delay in Completion or Delivery continues, up to a maximum of <amount>.

7.4. <***OPTIONAL***> If, upon Completion or Delivery, the Deliverable is rejected by the Contracting Authority, an amount of <amount> will be deducted from the Fee for every day that the identified Defects are not repaired, up to a maximum of <amount>.

# 8. Invoicing and payment

8.1. The Fee as referred to in article 7 is payable from <date or moment or after Acceptance>.

8.2. The Counterparty must submit invoices electronically in the manner prescribed in the Specifications.

**OR**

8.2. <***OPTIONAL***> Notwithstanding the provisions of article 14.2 of the ARBIT 2022, the Counterparty will send the invoice containing the particulars referred to in article 7.1 of the Framework Agreement to:

<invoicing address>.

8.3. <***OPTIONAL*** in the case of a Call-off Maintenance / cloud services Contract> Notwithstanding the first sentence of article 11.1 of the ARBIT 2022, the Contracting Authority will pay for the Maintenance / cloud services [period] in advance in accordance with the provisions of article 8.1. The provisions of article 16 of the ARBIT 2022 do not apply.

8.4. <***OPTIONAL*** If an amount is paid as an advance to the Counterparty and security is required in exchange> The Contracting Authority will pay to the Counterparty prior to Acceptance an advance of <amount>. This concerns the amounts referred to under serial number(s) <serial number(s)> in the table in article 7.1.

<***OPTIONAL***> The Counterparty has provided security for this amount by means of a bank guarantee (Bank Guarantee Schedule).

# 9. General and special terms and conditions

<***OPTIONAL*** where licences to standard software are acquired> Notwithstanding article 8.1 of the Framework Agreement and without prejudice to the provisions of article 2.2, the licence conditions of the Counterparty or of third parties used by the Counterparty in providing the Deliverable also apply if and in so far as:

- their applicability is not excluded in the further call for competition;

- (a) the Counterparty has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the further tender, and (c) such licence conditions form an explicit part thereof; and

- the Agreed Use is not thereby excluded or restricted; and

- the Counterparty can demonstrate that the rights of the Contracting Authority under the Call-off Contract will not be reduced or that the Contracting Authority’s obligations under the Call-off Contract will not become unreasonably onerous as a result thereof.

# 10. Other provisions

10.1. <***OPTIONAL****>*Articles 22.1, 22.2 and 22.4 of the ARBIT 2022 do not apply. The Counterparty may replace persons charged with implementing the Call-off Contract. The Contracting Authority may not refuse the replacements.

10.2. *<****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).

10.3.<***OPTIONAL: include in Framework Agreement or Call-Off Contract if applicable****>* The Counterparty will [erase or return] the data within [number] [days/weeks] after the end of the Contract, or earlier as agreed, failing which the Counterparty will owe a penalty of €[amount] per day, up to a maximum of €[amount]. Payment of the penalty does not affect the Counterparty’s obligation under this paragraph or its liability for compensating any loss caused by the breach.

10.4. *<****OPTIONAL:******include in Framework Agreement or Call-Off Contract if applicable***> The data will be returned in the format and manner stipulated by the Contracting Authority.

**OR**

10.4. *<****OPTIONAL:******include in Framework Agreement or Call-Off Contract if applicable***> The data will be returned as follows: [file format], [means of return, including security measures] to [address].

10.5. *<****OPTIONAL: include in Framework Agreement or Call-Off Contract if applicable***> Upon (early) termination of the Call-off Contract, the provisions of the Exit Arrangements Schedule apply in addition to article 32 of the ARBIT 2022.

10.6. <***OPTIONAL: include in Framework Agreement or Call-Off Contract if applicable***, in connection with the supply of an AI system that poses a high risk to individuals’ health and safety or fundamental rights> If the Deliverable consists in part of an AI system that poses a high risk to individuals’ health and safety or fundamental rights, the provisions of the AI Schedule [to be agreed] apply in regard to it.

10.7. <***OPTIONAL***> [……]

Done on <date> and signed in duplicate by:

|  |  |
| --- | --- |
| FOR THE CONTRACTING AUTHORITY | FOR THE COUNTERPARTY |
| Name: *<name>* | Name: *<name>* |
|  |  |
|  |  |
| Signature: | Signature: |
| Date: | Date: |

**Schedule: Data Processing Agreement (if applicable)**

<insert Data Processing Agreement>

# Schedule: Further Call for Competition

# Schedule: Further Tender

# Schedule: Service Level Agreement

# Schedule: Bank Guarantee

<insert signed bank guarantee>

# Schedule: Acceptance Procedure

# Schedule: Model Timesheets

# Schedule: Exit Arrangements

**Schedule: Artificial Intelligence (AI)**