



IEA DHC|CHP

IEA IA on District Heating and Cooling,
including the integration of CHP

0786890/232/IK/AJA/1704
APPENDIX 5



MODEL CONTRACT GOVERNED BY THE GENERAL GOVERNMENT TERMS AND CONDITIONS FOR PUBLIC SERVICE CONTRACTS

The undersigned:

1. **The State of the Netherlands**, which has its seat in The Hague, represented in this matter by the Minister of Economic Affairs, hereinafter referred to as 'the Contracting Authority', acting on behalf of the Executive Committee of the Implementing Agreement on District Heating and Cooling, including the integration of CHP
2. ... **(Contractor's/Contractors' name(s))**, which has/have its/their registered office(s) in ..., lawfully represented in this matter by ... (and ...) (signatory's name) hereinafter referred to as 'the Contractor',

WHEREAS:

Parties agree to execute the conditions mentioned in this contract, within the following framework and under the following intentions:

The programme under which this contract is being executed is the IEA Implementing Agreement on District Heating and Cooling, including the integration of Combined Heat and Power, Annex IX which lasts 3 years from May 2008 – 2011;

- The objective of this Annex is to implement co-operative projects in the field of district heating and cooling and Combined Heat and Power (DH/DC and CHP);
- All important efforts and available information on the respective topics are free to be used in the countries of the Participants;

HEREBY DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are understood to be as defined in Article 1 of the General Government Terms and Conditions for Public Service Contracts (ARVODI) and in the following definitions:

- Agreement: the IEA Implementing Agreement on District Heating and Cooling, including the integration of Combined Heat and Power, Annex IX;

- Participant: the country that joins the Agreement and consequently pays its contribution in order to provide the budget for the execution of the Agreement;

- Executive Committee: the Executive Committee of the Implementing Agreement on District Heating and Cooling, including the integration of CHP.

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to perform the Services/activities (*if necessary, a brief description of the Services/activities may be given here, or a statement made about the nature of the activities*) as described in the tender submitted by the Contractor on ... (date), ...Ref. ..., (see Annex ...), based on the request for tenders sent by the Contracting Authority on ... (date), ...Ref. ..., (see Annex ...), which commission the Contractor hereby accepts, in so far as this Contract does not contain any provisions to the contrary.

1.2 The following documents form an integral part of this Contract. In so far as any of them are inconsistent with each other, a higher ranked document will take precedence over a lower ranked document:

1. This Contract
2. The ARVODI
3. The tender on which the Contract is based, dated ..., Ref. ...
4. The request for tenders, dated ..., Ref. ...
5. ...

1.3 The Contractor shall deliver the following documents during and after completing the designated work as mentioned in Article 1.1

- any reports, minutes, slides of meetings related to the project;
- place and date of the project meetings are known to the Contracting Authority
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1.4 The format of the final report will be delivered to the contractor by the Contracting Authority. The final report should in any event state that the Contracting Authority is the copyright owner.



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**SenterNovem**

2. Conclusion and planning or duration of the Contract

2.1 This Contract shall take effect once it has been signed by both/all parties.

2.2 The agreed Services/activities will be performed in the period from ... to ...

3. Price and other financial provisions

3.1 The Contractor will invoice retrospectively.

3.2 The Contractor will base the invoice, referred to in Article 3.1, on the number of days/hours per month actually spent and on a daily/hourly rate of €.. , as specified in the tender. The maximum sum to be invoiced by the Contractor is €.. (including VAT). The Contractor guarantees that this sum will not be exceeded.

3.3 The price referred to in Article 3.2 covers all work 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 Payments of up to 80% of the total value of the Contract will be made bimonthly for work actually carried out. The remainder will be paid following the receipt and acceptance of the final report.

3.6 Invoices should be drawn up, stating the (above) Contract number and commitment number (...), and should be sent to:

SenterNovem, afdeling FPC, attn. Crediteurenadministratie, Postbus 8242, 3503 RE Utrecht.
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4 Representatives

4.1 The Contracting Authority's representative is ... (give a job title here, not the name of a person). The Contractor's/Contractors' representative is ... (give a job title here, not the name of a person).

5 Applicable Terms and Conditions

This Contract is governed exclusively by the Algemene Rijksvoorwaarden voor het verstrekken van opdrachten tot het verrichten van Diensten (ARVODI, the General Central Government Terms and Conditions for public service contracts), the English version of which is enclosed. In case of contradiction between the two, the Dutch version prevails. The ARVODI in either language are available for inspection at the reception desk at the address mentioned in this letter. A copy will be sent on request.

5.1 Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract .

5.2 Further to the provisions of Article 23 of the ARVODI, the following shall apply:

- a. the intellectual property rights in relation to the results of the Services as referred to in Article 23.1 of the ARVODI include all information and inventions arising from the Services;
- b. these intellectual property rights lie with the Operating Authority on behalf of the Executive Committee for the benefit of the Participants and the information and inventions will be held freely available for the Participants. As far as university employees will be contributing in the Services the Executive Committee will normally accept that the intellectual property rights might be handled according to the provisions at the respective university. In such cases the contribution has to be specified clearly in the Proposal and permission requested from the Executive Committee. Contractors or sub-contractors in general wishing to publish parts of the work before End-of Annex Seminar have to mention this in the proposal and request permission from the Executive Committee before actual submission of paper;
- c. if and in so far the Executive Committee decides that the intellectual property rights on information and/or inventions arising from the Services will not be identified (anymore) and consequently marked as proprietary information and/or inventions by the Contracting



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Authority or any of the Participants, the Contracting Authority will grant the Contractor(s) a non-exclusive, irrevocable, world-wide, royalty-free licence in perpetuity to use or sublicense the use of any such intellectual property.

6 Statement of integrity

The Contractor hereby affirms 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. The Contractor undertakes not to do so in the future with a view to inducing members of the Contracting Authority's staff to perform or refrain from performing any act.

7 Data Protection Act

The Contractor shall comply with the provisions of the Data Protection Act, where applicable.

7. Final provision

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

7.2 Any written or oral agreements previously made by the parties about the Services that are the object of this Contract are nullified once this Contract has been signed.

Thus agreed and signed in duplicate on the last of the two dates stated below.

Sittard, ... (date)

..... (place), ... (date)

...

...

(Signatory's name)

(Signatory's name and job title)

(Signatory's job title)

on behalf of The Minister of Economic Affairs/

(Contractor's/Contractors' name(s))

Annex(es)