

Networking Support Scheme

Small support scheme for networking initiatives to share knowledge on rare diseases

MODEL CONTRACT FOR SELECTED PROPOSALS

This public service agreement (the “**Contract**”) between ZonMw and Contractor is based on the [Dutch General terms and Conditions for Public Services 2018 \(ARVODI 2018\)](#)

THE UNDERSIGNED:

1. **ZORGONDERZOEK NEDERLAND**, a funding agency governed by Dutch law, having its registered office at Laan van Nieuw Oost Indië 334, DEN HAAG 2593CE, The Netherlands, legally represented in this matter by B. Vingerhoed-van Aken, PhD, head cluster Transnational Research hereinafter referred to as “**ZonMw**” or “**Contracting Authority**”;

and

2. **[Name of legal entity]**, **[address]**, legally represented in this matter by **[signatory's name and position]**, hereinafter referred to as “[**ABBREVIATION**]” or “**Contractor**”,

Together referred to as “**Parties**”;

WHEREAS:

- A. ZonMw wishes Contractor to organise a EJP RD networking event.
- B. Contractor has sufficiently familiarised itself with the specific requirements of ZonMw in relation to the Services;
- C. Contractor has the expertise to carry out the Services and has submitted a proposal on **[application date]** with reference N° **[]**, attached to this Contract as ANNEX 2, which Proposal has been selected by ZonMw (“**Proposal**”);
- D. Contractor received a summary review of the EJP RD evaluation panel, attached to this Contract as ANNEX 3 and ANNEX 4, which reviews will be taken into account by Contractor when executing the Services.
- E. The Parties desire to agree upon the terms and conditions under which the Contractor will carry out the Services.
- F. The Parties wish to lay down the ensuing legal relationship in a written Contract;

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. The meaning of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) which terms and conditions have been attached to this agreement as ANNEX 1.

1. Object of the Contract

- 1.1 ZonMw hereby commissions Contractor to organise a EJP RD networking event. Contractor will perform the Services for a total amount of maximum **[currency (€) and amount]** and in accordance with the Proposal of Contractor as attached to this Contract as ANNEX 2;

- 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:
- 1 This Contract between ZonMw and Contractor;
 - 2 [Dutch General terms and Conditions for Public Services 2018 \(ARVODI 2018\)](#) – ANNEX 1;
 - 3 The Proposal submitted to ZonMw on [application date] – ANNEX 2
- 1.3 The results of the Services will be delivered in the form of or concluded with the submission of a final survey on the results of the networking event at the Belgian Fund for Scientific Research-FNRS within 2 months after the networking event has taken place.
- 1.4 The completed survey in PDF-format and the final financial report will be delivered within 3 months after the networking event has taken place to e-mail address NSSS@zonmw.nl together with the invoices for costs incurred under the Contract. The final financial report has to show an overview of the costs justified with (electronic) invoices of meeting rooms, hotels, tickets, etc. The template that has to be used to indicate the budget plan and the final costs is provided in this contract as ANNEX 6.
- 1.5 **Assessment and acceptance**
Article 4.1 and 4.4 of the ARVODI 2018 apply after the receipt of the PDF of the completed survey of the results and of the final financial report by ZonMw.

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 will be performed by Contractor on in the period from <6 months - 18 months after application date>.

3. Price and other financial provisions

- 3.1 Contractor will perform the Services for a total amount of maximum [currency (€) and amount] inclusive of any VAT that is due and in accordance with the Proposal attached to this Contract as ANNEX 2. This maximum amount is fixed and invariable during the term of this Contract. Any overspending of the budget will be financed by the Contractor.
- 3.2 After the effective date of this Contract, ZonMw can make a pre-financing payment of 50% of the total amount of [currency (€) and amount] to Contractor. The Contractor has to fill, sign and send the Report form for commencement of the project (ANNEX 5) to the Networking Support Scheme Secretariat (nsss@zonmw.nl) to receive the pre-financing payment.

If the Contractor is a Patient Advocacy Organisation ZonMw can make a pre-financing payment of 80% on its request. ZonMw will, on the condition of its acceptance of the Services, transfer the remainder of the payment for the Services to Contractor after [date] and after receipt of Contractor's final financial report. To expedite payment Contractor will clearly state the project number [] on the final financial report.

4. Contacts / project managers

- 4.1 The ZonMw contacts for the Contract are Lieke van Mourik and Sonja van Weely
Phone: +31 70 349 5467

Email: nsss@zonmw.nl

The contact of <contracting information> for the Contract is []

Phone: []

Email: []

- 4.2 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, 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 2018 (ARVODI 2018) attached to this Contract as ANNEX 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 24.1, 24.2, 24.3, 24.4, 24.5, 24.6 and 24.9 of the ARVODI 2018 do not apply. Regarding the intellectual property rights to the Background of Contractor and any improvements thereto the following applies:

5.2.1 The ownership of any Background IP is unchanged by this agreement. The Parties agree that any improvements or modifications to Contractor's Background IP arising from the Services performed by Contractor under the Contract which are not severable from that Background IP will be deemed to form part of Contractor's Background IP.

5.2.2 Each Party shall own the Foreground IP generated by its employees, students and/or agents under the Contract.

- 5.3 Article 19 and 27 of the ARVODI 2018 do not apply.

- 5.4 Notwithstanding article 21.3 of the ARVODI 2018, a Party that imputably fails to discharge its obligations to the other Party is liable for any loss incurred by the other Party. The liability is limited to the total amount of [the budget granted]

- 5.5 a) The contractor agrees on behalf of the selected consortium the public lay summary of the application will be published on the website of the European Joint Programme on Rare diseases.
b) The contractor agrees on behalf of the selected consortium that the presentations and the outcomes of the Networking event will be published on the website of the European Joint Programme on Rare diseases with the possibility to remove confidential information before publishing.

- 5.6 Contractor indemnifies ZonMw against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018.

6 Declaration of integrity

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.

7. Final provisions

- 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 by the signature of this Contract.

ATTACHMENTS

- ANNEX 1 [Dutch General terms and Conditions for Public Services 2018 \(ARVODI 2018\)](#)
- ANNEX 2 The selected Proposal as submitted by Contractor on [application date] with reference N° [],
- ANNEX 3 The summary review of the EJP RD evaluation panel
- ANNEX 4 Recommendations of AREB
- ANNEX 5 Report form for commencement of project
- ANNEX 6 Template to indicate the budget plan and the final costs

Done on the later of the two dates stated below and signed in duplicate.

Place: The Hague,

Place:

Date:

Date:

For ZonMw :

For [name and legal entity]

Name: M. Seven

Name:

Position: Director programmes

Position: