



World Benchmarking Alliance procurement policy

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1. Why this policy?

Built on vision that we need a society that values the success of business by what it contributes to the world, the World Benchmarking Alliance's mission is to build a movement that measures and incentivises business impact towards a sustainable future that works for everyone. A sustainable future, everyone can access information on how companies perform on sustainability issues. This environment of enhanced transparency and understanding delivers a step change in the quality of multi-stakeholder engagement, critical for unlocking the private sector's potential to maximise its contribution to the 2030 agenda for the United Nations Sustainable Development Goals (SDGs) and targets.

The purpose of this document is to set out a robust and sustainable procurement policy in support of our mission. The document will be shared with our own teams as well as funders, Allies, ambassadors and other interested stakeholders, ensuring they are well informed about the policy, its aims and parameters, and describing the procedures we expect our employees and downstream partners to follow when making procurements.

2. About the World Benchmarking Alliance

2.1. General

Achieving the SDGs requires large-scale and profound transformations of the systems that drive environmental and social pressures, particularly in developing countries.

The World Benchmarking Alliance (WBA) is an independent organisation that is committed to increasing the private sector's contribution to a sustainable future that works for everyone, by ensuring companies play their critical role in delivering the transformations needed to achieve the 2030 agenda.

WBA has set out to achieve this goal by developing a series of free, publicly available benchmarks that will assess and compare the performance and impact of 2,000 keystone companies. Benchmarks provide an essential tool for measuring and comparing corporate performance on the SDGs. They also equip financial institutions, companies, governments, civil society and individuals with the information they need to exert their full influence and encourage others to do the same. By supporting the private sector to deliver on the SDGs, WBA can help companies move from aspiration to action to achievement.

WBA also expects to play a role in helping to leverage and harmonise the various SDG-related monitoring initiatives that are currently being developed. In doing so, WBA will make it possible for other organisations to affiliate themselves with WBA (subject to signing an affiliate agreement).

We are currently supported financially by a number of [funders](#), who rules and regulations on WBA and its partners through grant conditions. This situation will persist as we grow towards a more hybrid funding model in the future.

WBA is a Dutch not-for-profit organisation based in Amsterdam, the Netherlands. WBA is a private foundation, governed by Dutch and applicable EU law. In principle, this means that only a Dutch court has jurisdiction.

2.2. Downstream partners and other suppliers

WBA aims to achieve its mission through a network of downstream partners and other suppliers.

Downstream partners

Downstream partners (like CDP) are organisations we work with on a contractual basis. They not only adhere to the WBA principles related to developing and maintaining benchmarks, for example the Climate and Energy Benchmark, but also follow WBA's procurement policy.

Other suppliers such as research organisations

Besides downstream partners, WBA works with other external suppliers such as research organisations, IT specialists, communications agencies and so on. These suppliers are contracted on a Assignment basis. This procurement policy is intended to favour WBA and its downstream partners only.

Allies

Our Allies represent organisations working at global, regional and local levels to shape the private sector's contributions to the SDGs. Echoing the spirit of SDG 17 (partnerships for the goals), our Allies are committed to our mission, vision and values, and believe in the power of benchmarks and cross-sector partnerships to drive systemic progress on the SDGs. Participation in the Alliance is voluntary, there are no financial obligations between WBA and Allies, and Allies are not bound by our policies.

2.3. How WBA's objectives relate to procurement

In order to realise our mission, we have formulated our main objectives. These objectives and how they relate to procurement are elaborated upon below.

#	Organisational objective	Elaboration
1	WBA seeks to build a movement committed to increasing the private sector's contribution to a sustainable future that works for everyone. To achieve this, we have set out to develop transformative benchmarks that encourage industries and companies to enhance their contributions to the SDGs closest to their core business. The benchmarks compare companies' performance on the SDGs while providing stakeholders and the wider public with free and accessible research and data.	Although a secondary process, procurement is critical to WBA's organisational performance and contributes directly and continuously to this. As such, the specific procurement objectives are always derived from WBA's objectives.
2	By putting SDG 17 (partnerships for the goals) into practice, we aim to highlight that sustainability is a guiding principle for our business operations and part of everything we do.	As an organisation dedicated to advancing sustainable development, we strive for sustainability in our own business operations. We do this by contributing, wherever possible, to the SDGs and encouraging our partners and suppliers to do the same by acting responsibly and transparently, both in their own business operations and in their entire value chain.
3	In our pursuit of a strong and hybrid funding model, any procurement must adhere to international best practices and applicable regulations, be transparent, fair and open and designed to achieve value for money.	<p>We abide by applicable Dutch and EU procurement law and the regulations of funder organisations, together with the stipulations set forth in this procurement policy.</p> <p>We strive for effective and efficient procurement. However, the effort to achieve this must be proportionate to the expenses made, both financially and business wise, and contribute to the intended goal(s).</p> <p>Value for money is achieved by awarding procurement contracts on the basis of quality as well as price.</p>
4	Acting with integrity, we aim to be efficient and operate with a high level of professionalism and technical expertise in our role as client and/or commissioning organisation.	We continually invest in substantive knowledge about the goods and services we intend to purchase, the market conditions and relevant legislation and regulations. We strive to avoid any conflict of interest which may arise. We therefore make all purchases in an objective, transparent, proportional and non-discriminatory manner.

Having a robust and sustainable procurement policy in place is one way to substantiate the organisational objectives described above. These objectives can be organised around four guiding principles. They are:

1. Social principles
2. Legal principles
3. Economic principles
4. Organisational principles

The four guiding principles are detailed in section I. Section II describes our procurement procedures and thresholds.

Section I: Objectives and governance

1. Social principles

1.1. What we want to achieve

We want to be an open organisation that reflects the wider society as well as the private sector globally. Therefore, we strive for inclusive diversity when it comes to the composition of our staff and acquisition of our suppliers.

WBA encourages the deployment of people with a distance to the regular labour market (long-term unemployed, disabled people and/or youth and school drop-outs).

Setting an example by contributing to SDG 17 (partnerships for the goals), we will strive, where possible, to contribute to other SDGs.

We want to do business on the basis of mutual trust. Our downstream partners also have to abide by applicable laws, regulations and tender documentation. We expect our suppliers to observe applicable working hours and provide good working conditions for their staff.

As sustainability is part of everything we do, we are intrinsically motivated to act sustainably at an individual and organisational level. We expect our suppliers to adopt the same attitude towards sustainability.

1.2. What we will do

1.2.1. Aim for supplier diversity

We will select potential suppliers who actively adopt the principle of inclusive diversity. Furthermore, we will select a range of potential suppliers. These will include start-ups and small- and medium-sized enterprises (SMEs), as long as these SMEs do not have a major dependency on WBA, as well as larger companies for our longlists and shortlists of potential suppliers. We will procure from a single source as a last resort. Single-source procurement is described in section II.

1.2.2. Stimulate social deployment

We will use 'deployment of people with a distance to the labour market' as an award criterium in award procedures from €200,000 (II-D).

1.2.3. Respect social conditions and the SDGs

We expect our suppliers to follow applicable legislation and regulations concerning deployment of staff (working hours and working conditions) as well as payment of taxes and social security contributions. This expectation is incorporated in our general terms and conditions (Annex 6). Where possible, we use the SDGs as leading principles when we put out to tender and will make 'contribution to one or more SDGs' an award criterium in award procedures from €200,000.

We require bidders to comply with (international) requirements regarding social conditions in award procedures from €50,000 (II-C).

Where possible, we will select potential suppliers with active corporate social responsibility (CSR) policies. We will look for opportunities to use our own benchmarks where possible and applicable. At least one potential supplier with an active CSR policy will be selected for competitive award procedures (II-A, II-B, II-C and II-D).

2. Legal principles

2.1. What we want to achieve

As a private foundation, WBA is not primarily bound by Dutch and EU procurement law (Directive 2014/24 and Aw12). Nevertheless, we want to adhere to international best practices in the field of procurement. Therefore, we intend to follow EU procurement principles and adopt these principles in our procurement policy. These principles are: equality, objectivity, proportionality and transparency.

WBA aims to satisfy funders by meeting the conditions of grants it receives, including abiding by procurement requirements that may arise from these grant conditions.

As an internationally focused and growing organisation, we want our procurement policy to be robust and relevant worldwide. At all times, the policy must be flexible enough to accommodate and comply with local laws and regulations, to incorporate local sustainable initiatives and to contract local suppliers when applicable.

WBA aims to have uniform procurement procedures for a variety of goods and services we are likely to put out to tender. By being uniform, these procedures will encourage conformity and prevent possible conflicts of interest.

2.2. What we will do

2.2.1. Follow EU procurement principles

In the preparation of tenders, we will make a clear distinction between selection and award criteria in the spirit of EU procurement law. Subsequently, thresholds imposed are in line with Dutch and EU procurement law. Furthermore, terms of reference will reflect the scope and limitations of a Assignment as accurately as possible, making them clear for all potential suppliers (procedures II-C and II-D).

Longlists and shortlists of potential suppliers will be made in an objective and transparent way.

The requirements imposed on suppliers and/or execution of the Assignment will always be proportional to the nature and complexity of the Assignment itself. For example, time given to submit a response will be longer for more complex Assignments. In general, we will not require potential suppliers to have fulfilled a similar Assignment more than once before.

2.2.2. Respect grant conditions

To meet (potential) grant conditions, we will have a robust procurement policy in place that was drawn up in consultation with our primary funders. This will ensure grant conditions relating to procurement are incorporated from the start.

2.2.3. Encourage local procurement

When local procurement (other than the EU) is required, shortlisted potential suppliers for award procedures II-A and II-B will all be local where possible. For award procedures II-C and II-D, at least three suppliers will be selected respectively.

2.2.4. Provide uniform procurement procedures

WBA has formulated procedures and thresholds in order to award procurement contracts in a transparent and uniform way (see section II-A). For smaller purchases, we use Microsoft Teams to communicate to all colleagues a standard purchasing approach so as to minimise procurement risks.

We also have general terms and conditions suitable for supplies as well as the procurement of services.

WBA has a code of conduct to which all staff must adhere, as well as a separate code of conduct and non-disclosure agreement for contractors and

suppliers. The stipulated procurement policy will be applicable to downstream partners.

2.2.5. Data Processing Agreement and security

As WBA works with potentially confidential and personal data, we will make substantial efforts to abide by and provide evidence of compliance with the General Data Protection Regulation (GDPR).

A Data Processing Agreement (DPA) will be used for applicable tenders concerning personal data in compliance with the GDPR requirements.

Furthermore, we will build a private cloud within the EU, where confidential data may be stored and accessed by the relevant private sector participants. Finally, we will, where possible, ask for proven data and privacy protection technology solutions when we put out to tender.

3. Economic principles

3.1. What we want to achieve

Besides acting in the spirit of Dutch and EU procurement law, WBA, as an SME itself, wants to enhance SME involvement. Involvement of knowledge-driven start-ups, in particular, is considered a major contribution to our desire to be an expert organisation.

WBA strives to encourage social innovation by finding creative solutions to extending and strengthening civil society. We do this by being a catalyst in networking and bringing people and entrepreneurs together.

Because of our strong dependency on governmental grants, 'the best value for taxpayers' money' is an important adage for WBA. Therefore, we strive for quality-driven decision making in procurement.

WBA wants to pay a fair price for goods and services. For us, a fair price does not mean the lowest price but reflects an informed and considered decision aimed at achieving value for money in the longer term.

3.2. What we will do

3.2.1. Involve start-ups and SMEs

We will involve start-ups and SMEs by making ourselves and our needs known through our website and social media. In some cases, we will publish our award procedures (II-D, over €200,000) on our website or other appropriate channels.

3.2.2. Encourage social innovation

We will use open-source products where possible and open standards as a starting point when formulating terms of reference. We will avoid unnecessary purchase and development of closed-source products and systems.

Furthermore, we will enhance social entrepreneurship by shortlisting social enterprises when available. We will actively search for social enterprises when consulting relevant markets.

3.2.3. Apply quality-to-price ratios

We will always apply a quality-to-price ratio when assessing proposals from potential suppliers. The ratio used will always reflect the emphasis on quality, striving for a ratio of 1.5 to 3 (Q=60%-75%; P=25%-40%) for every purchase made from €5,000 (II-B). The quality criterion includes an assessment of sustainability.

3.2.4. Aim for benefit at the longer term

When tendering for goods or services (from procedure II-C), we will consider alternative award methodologies aimed at the longer term. These methodologies could include a life cycle analysis¹ of the goods procured or take different procurement scenarios into account, like circular procurement.

For knowledge-intensive suppliers, we may look for strategic partnerships in order to secure long-term goals against the highest quality possible.

¹ <https://www.pianoo.nl/sites/default/files/documents/documents/handleidinglccco2tool.pdf> (Dutch)

We aim to avoid unnecessary and disproportionate administrative burdens for suppliers.

3.2.5. Be clear about suppliers' efforts needed

We will make it clear to potential suppliers up front how tender procedures are conducted and what information is needed for every step in the process (procedures II-A, II-B, II-C and II-D), whether we are looking for best-and-final tenders or whether potential suppliers will be subject to one or more negotiating rounds.

We will invite a proportional number of potential suppliers for tender procedures (see section II).

4. Organisational principles

4.1. What we want to achieve

WBA strives for effective and efficient procurement that is appropriate in our start-up phase but flexible enough to evolve. As we grow, more formal processes will be adopted.

WBA aims to avoid unnecessary purchases and to be accountable for every purchase decision made.

WBA works closely with its downstream partners and Allies. To create more clarity for both the market and downstream partners, downstream partners are required to adhere to our procurement policy. Allies are not bound by this requirement.

WBA strives to be transparent – towards its funders, Allies, suppliers and the general public – about the results of its procurement procedures and its business processes more generally.

4.2. What we will do

4.2.1. Be flexible and practical

To be effective and efficient, we do not envisage establishing a procurement department. Every employee in need of goods and/or services will know where to find our procurement procedures and guidelines (personnel handbook).

For all purchases (II-A and II-B), the ‘four-eyes principle’ will apply. This means that two people review and approve the purchase and are responsible for its due completion.

To minimise our environmental footprint, we will conduct procurement processes electronically where possible through Microsoft Teams and our contract management system ProActive.

4.2.2. Be accountable

WBA will publish details of purchases made that contribute to the SDGs on our website and/or in our annual reports.

We have a contract management system where directors and finance personnel can check whether an existing contract may suffice for future procurement. This contract management system also provides clear insight into current financial obligations.

4.2.3. Actively involve downstream partners

The requirement to adhere to the WBA procurement policy will be incorporated in the agreements signed with our downstream partners.

4.2.4. Be transparent

When our procurement impacts sustainability, social involvement and finance, these impacts will be made public in our annual reports and on our website. This will initially be relatively informal in nature but may evolve into a separate sustainability report as we grow.

In some cases, we may need to make exceptions to our procurement policy. We will consult with relevant funders in the event a potential conflict arises.

WBA seeks to be an expert organisation and leading network organisation in the field of benchmarks.

Complying with organisational rules and regulations is key to the professional conduct to which WBA strives. Since WBA is a small organisation, formal processes are limited. However, in order to be successful, financial constraints such as budgets need to be adhered to.

4.2.5. Avoid conflicts of interest

We want to avoid conflicts of interest by making these clear to potential suppliers in requests for proposals (RFPs). In addition, suppliers who encounter potential conflicts of interest will have to follow a mandatory notification procedure. This corresponds with a notification procedure already in place for WBA staff. The duty to report a potential conflict of interest is also included in WBA's general terms and conditions (Annex 6).

4.2.6. Align procurement procedures

Our procurement policy and procedures are included in our personnel handbook, which offers guidelines for successful business. An important element of this handbook, and relevant to every employee involved in procurement, is to spend WBA money as if it were one's own.

Section II: Procedures and thresholds

The procurement procedures and thresholds WBA and its downstream partners must follow are described below. The threshold values given are **excluding VAT** or any other applicable tax.

A. **Up to €5,000 (micro purchase)** – *direct award procedure* – eligible for non-competitive procurement. WBA and downstream partners are not required to solicit bids and proposals or provide a value comparison but should focus on achieving value for money and aim to solicit up to three quotes. A purchase order reference (e.g. receipt, invoice, contract) is required to register the transaction. The purchase must be approved by an authorised WBA employee or a downstream partner (Annex 1). The following procedure applies:

- minimum of one and up to three quotes from comparable suppliers
- approval by an authorised WBA employee or a downstream partner prior to purchase
- selected supplier preferably has an active CSR and/or sustainability policy
- relevant supporting documentation must be properly filed.

B. **€5,000–€50,000 (small purchase)** – *simple multiple bidders procedure* – WBA and downstream partners should solicit a minimum of three quotes and document the procedure in whatever manner appropriate (e.g. phone call, email) to ensure justification for the selection can be demonstrated to auditors and funders. In the event that there is an absence of competition, a single-source option is acceptable. A purchase order reference (e.g. receipt, invoice, contract) is required to register the transaction. The purchase must be approved by two authorised WBA employees or a downstream partner (Annex 1). Procurement must focus on achieving value for money. The following procedure applies:

- allocation (budget) must be in place before proceeding with the purchase
- budget holder must approve the expenditure
- minimum of three competitive quotes based on a specific request for a quotation
- one or more suitable local supplier(s), if appropriate, must be shortlisted
- selected supplier preferably has an active CSR and/or sustainability policy
- all contract award procedures should include a verifiable audit trail
- purchase order must be raised
- relevant documentation concerning the award procedure must be properly filed.

C. **€50,000–€200,000 (medium purchase)** – *complex multiple bidders procedure* – WBA and downstream partners should solicit three to five quotes and conduct a value analysis using predetermined selection criteria and requirements for the goods or services to be procured. This is to ensure justification for the selection can be demonstrated to auditors and funders. The aim of the value analysis is to provide a basis for comparison other than the lowest price possible, especially for procurements of a technical and/or complex nature. The purchase must be approved by two authorised WBA employees or a downstream partner (Annex 1). A formal contractual agreement (e.g. sales contract, service contract) is required to register the transaction. In the event that there is an absence of competition, a single-source option is acceptable. All bidders must be notified in writing of the selection results and given the opportunity to request further information about the selection. The following procedure applies:

- prior market consultation should be used if practical
- budget holder must approve the expenditure
- formal decision made to undertake multiple bidders procedure (at least three)
- at least one supplier with a proven active CSR and/or sustainability policy must be shortlisted
- detailed specification required in the terms of reference
- minimum of four weeks' response time given to suppliers plus a Q&A phase

- upfront description of selection criteria and award criteria is recommended
- all contract award procedures should include a verifiable audit trail
- assessment committee and formal award decision by chair of the board recommended
- relevant documentation concerning the award procedure must be properly filed.

D. **Over €200,000 (large purchase)** – *formal multiple bidders procedure or open award procedure* – WBA will publish these procedures on its own website or use other relevant websites to describe the open award procedure. Bids and proposals must be formally requested in writing via a request for proposal (RFP). A value analysis must be completed for all bids and proposals using the WBA tender scorecard (Annex 2). The aim of the value analysis is to provide a basis for comparison other than the lowest price possible, especially for procurements of a technical and/or complex nature. If fewer than three bids or proposals are received, WBA and downstream partners will review the RFP to ensure it is not restrictive. A formal contractual agreement (e.g. sales contract, service contract) is required to register the transaction. In the event that there is an absence of competition, a single-source option is acceptable. The purchase must be approved by two authorised WBA employees (Annex 1). All bidders will be notified in writing of the selection results and given the opportunity to request further information about the selection. The following procedure applies:

- extensive ex ante market consultation compulsory to shortlist potential suppliers
- allocation (budget) must be in place before proceeding with the purchase
- budget holder must approve the expenditure
- formal decision made to undertake multiple bidders procedure (at least five) or open award procedure
- at least three suppliers with a proven active CSR and/or sustainability policy must be shortlisted
- detailed specification is required in the terms of reference
- formal tendering must be used, outlining the RFP procedure
- minimum of six weeks' response time given to suppliers plus a Q&A phase
- upfront description of selection criteria and award criteria is compulsory
- all contract award procedures should include a verifiable audit trail
- assessment committee and formal award decision by chair of the supervisory board
- tender scorecard must be used when assessing submitted quotes
- relevant documentation concerning the award procedure must be filed properly.

E. **Single-source procurement** – in the event WBA or downstream partners are forced to use single sourcing, documentation such as pre-approval from funders and justification memos (based on the individual funder's terms and conditions for procurement) must be obtained and maintained on file. Justification should include a robust rationale for exemptions from competition, demonstrating clear value for money despite the single source. Single-source procurement must be approved by an authorised WBA employee or a downstream partner. Circumstances in which single sourcing may be required are:

- i. Only one suitable response received. Even though WBA and downstream partners solicited at least three quotes, only one response was received. Documentation: a list of the suppliers from whom quotes were solicited or where the RFP was posted.
- ii. Required by funder. Single sourcing resulted from terms and conditions stipulated by the funder. Documentation: relevant section of the grant outlining the requirement for single sourcing or an RFP approved by the funder.
- iii. Limited pool of qualified contractors/consultants. Despite efforts to obtain multiple bids, the availability of qualified contractors/consultants is limited. Documentation: brief description of efforts made to find qualified contractors/consultants.

- iv. Urgency. WBA and downstream partners did not have sufficient time to conduct a competitive bid selection because of extreme urgency imposed by funders. Documentation: memo that clearly demonstrates urgency and shows that WBA's procurement decision was not made because of poor planning (on the part of funders or WBA itself) but other reasons that were outside of WBA's or the downstream partners' ability to foresee, and that the services required are critical to programme objectives and deliverables to funders.

All procurement over €5,000 must be carried out using a competitive approach. For all goods and services to be procured above this amount, WBA or its downstream partners will designate an employee or group of employees as responsible for:

- determining in advance the requirements for the goods or services to be procured
- establishing selection criteria and a selection committee, as needed
- ensuring the general procurement standards in this policy are properly applied
- ensuring proper due diligence is conducted and documented
- determining in advance proper time frames and steps for requesting, receiving and evaluating quotes, bids and proposals
- notifying all applicants in writing of the selection results and giving them the opportunity to request further information about the selection decision.

All procurement contracts must contain the appropriate contractual provisions and any flow-down terms and conditions that allow for administrative, contractual or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedy as may be appropriate. In addition, such contracts must contain suitable provisions for termination by the contractor, including the manner in which the termination will be effected and the basis for settlement.

The table below outlines the general process and documents required, depending on the euro value of the procurement (excluding VAT).

Documentation required	Up to €5,000 (micro purchase)	€5,000- €50,000 (small purchase)	€50,000-€200,000 (medium purchase)	Over €200,000 (large purchase)
Sanctions list verification²	Yes (if buying equipment from a foreign source above €1,000)	Yes	Yes	Yes
(Local, non-EU) government exclusion verification	Yes	Yes	Yes	Yes
Audit and documentation trail	Yes	Yes	Yes	Yes
Budget approval	Yes	Yes	Yes	Yes
Authorisation	Four-eyes principle and PO	Four-eyes principle and PO	Assessment committee, executive director, PO	Assessment committee, executive director, PO

² https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions

Market consultation	Desk research	Desk research	Preferably invitations and presentations	Extensive ex ante invitations and presentations incorporating SDG contribution
Competitive approach	No	Yes	Yes	Yes
Minimum number of quotes required*	Minimum of one; three is encouraged	Solicit minimum of three. Receive at least two simple value comparisons	Minimum of three and maximum of five	Minimum of five
Terms of reference and formal RFP	No	No	Recommended	Yes
Tender scorecard	No	No	Recommended	Yes
Active CSR policy	Preferably	Preferably	Yes, at least one	Yes, at least three
Local procurement³	Yes	Yes	Yes, at least one	Yes, at least three
Response time	Immediate	Up to two weeks	Minimum of four weeks	Minimum of six weeks
General terms and conditions	Yes, if possible	Yes, if possible	Yes, if possible, e.g. through negotiating	Yes, in award Procedure
Partnerships	N/A	N/A	Knowledge intensive	Knowledge intensive
SMEs	Yes, preferably	Yes, preferably	Yes, no major dependency	Yes, no major Dependency
Value comparison	None	None	Yes, based on award criteria and requirements for the goods or services to be procured	Yes, written comparison outlined in tender scorecard
Award criteria				
Q/P ratio	N/A	>1.5 (up to 3)	>1.5 (up to 3)	>1.5 (up to 3)
Distance to labour market	N/A	N/A	Optional	Yes
SDG contribution	No	No	No	Yes
Social conditions	General terms	General terms	Yes	Yes

³ If applicable and when sourced outside the EU, and when existing (framework) contracts do not prevent local procurement.

Annex 1: Authorisation chart

Function	Authority	Amount
Supervisory board	Budget holder, contract owner + assess expense claim	≥ €200,000
Director	Budget holder, contract owner and expense claim + assess expense claim	€50,000 - €200,000
Management	Budget holder, contract owner and expense claim + assess expense claim	€5,000 - €50,000
Lead	Budget holder, contract owner and expense claim + assess expense claim	€0 - €5,000
Support	Budget holder, contract owner and expense claim	Solely accuracy / correctness check

Annex 2: Tender scorecard

All procurement greater than €200,000 must be requested in writing via a formal request for proposal (RFP).

This RFP must consist of the following:

- outline of the award procedure
- terms of reference for the Assignment
- general terms and conditions
- draft Data Processing Agreement (if applicable)
- any appendix to provide information or serve as an answer form.

A value analysis must be completed using the tender scorecard below. The aim of the value analysis is to provide a basis for comparison other than the lowest price possible, especially for procurements of a technical and/or complex nature.

Review process

- The review process consists of two rounds of proposal reviews.
- In round one, all written proposals will be reviewed using the written proposal scoring tables below to shortlist proposals.
- In round two, the written proposal scoring tables will be used to compare the shortlisted proposals and select the winning proposal.
- A technical analysis will account for 60%-75% of the review process whereas a commercial analysis will account for 25%-40% of the review process. In the example below, a 75%-25% ratio is used.
- The scorecard may be adjusted according to the actual RFP.

Scoring instructions

Score level	Level instructions
	Proposals receiving this score should ...
5) Strongly agree with statement (highest score)	Meets all the RFP requirements and substantially exceeds the proposals of its peers.
4) Somewhat agree	Meets all the RFP requirements and is modestly better than its peers.
3) Neither agree nor disagree	Meets all the RFP requirements but is not differentiated from its peers.
2) Somewhat disagree	Meets most of the RFP requirements but falls short on some minor points.
1) Strongly disagree	Meets only a few of the RFP requirements .
0) No answer	

Proposal identification

Module	
Company	
Reviewer	
Round	

Written proposal review

Written proposal scoring table: technical analysis

Criteria	Comments	Score (1-5)	Weighting
1. Approach			
<ul style="list-style-type: none"> The analytical framework and methodology are capable of answering the Assignment's key questions and deliverables 			
<i>Average score for section</i>			25%
2. Subject matter expertise			
<ul style="list-style-type: none"> Solid understanding of the key dynamics and trends in the relevant substantive areas Appropriate level of understanding of the key stakeholders and dynamics within the ecosystem Key participants can speak with authority and credibility on the key Assignment issues Experience with emerging markets and global development 			
<i>Average score for section</i>			25%
3. Assignment management and effective working style			
<ul style="list-style-type: none"> Demonstrated understanding of the proposed scope of work, including overall Assignment structure and how the scope of work relates to other consultants Achievable action plan that will deliver the Assignment on time and on budget Effective staffing structure Effective team structure, if relevant Thoughtful risk identification and mitigation strategies Work and communication style that is compatible with the WBA team Demonstrated ability to work effectively with funder teams and working groups Demonstrated ability to collaborate with other consulting firms and third parties Appropriate, professional demeanour 			
<i>Average score for section</i>			25%
4. Capabilities, emerging markets and development experience			
<ul style="list-style-type: none"> Demonstrated experience with similar Assignments Team members with demonstrated skills relating to and experience with similar Assignments and activities High-quality sub-contractors and external advisors, if relevant Appropriate access to resources and knowledge centres Throughout the proposal process, the bidder has demonstrated a high quality of work, including quality control Experience with emerging markets and global development 			
<i>Average score for section</i>			25%
Weighted average score across sections			

Written proposal scoring table: commercial analysis

Criteria	Comments	Score (1-5)	Weighting
1. Value			
<ul style="list-style-type: none"> The proposed pricing is within budget The proposed pricing is competitive and offers good value for money 			
<i>Average score for section</i>			100%
Weighted average score across sections			

Annex 3: Data Processing Agreement

Please note that this Data Processing Agreement (DPA):

- is derived from the DPA used by the Dutch government
- was drawn up in conjunction with WBA's general terms and conditions (Annex 4). If the general terms and conditions do not apply, please check articles 1, 5, 6 and 7
- is applicable only for situations in which WBA acts as data controller
- must be adjusted accordingly for situations where WBA is also data (sub-)processor.

Data Processing Agreement

Assignment number/purchase order number: [....].

The undersigned:

1. World Benchmarking Alliance, which has its registered office in Amsterdam, legally represented in this matter by

.....[signatory's name and position],
hereafter referred to as 'the Client',

and

2. [full name and legal form of the Contractor],

which has its registered office in [place],

legally represented in this matter by

..... (and) [signatory's name and role],
hereafter referred to as 'the Contractor',

jointly referred to as 'the Parties';

Whereas:

- insofar as the Contractor processes Personal Data for the Client in the context of the Assignment, the Client, under article 4 (7) and (8) of the Regulation, qualifies as a controller for the Processing of Personal Data and the Contractor as a processor
- the Parties to this Data Processing Agreement, as referred to in article 28, paragraph 3 of the Regulation, wish to record their agreements on the Processing of Personal Data by the Contractor.

Agree as follows:

Article 1. Definitions

Certain terms in this Data Processing Agreement are written with initial capitals. These terms are defined in article 1 of WBA's general terms and conditions (Annex 4). In derogation therefrom or in addition thereto, the following terms are defined below for the purposes of this Data Processing Agreement:

1.1 Data Subject: the person whom the Personal Data concerns.

- 1.2 Personal Data Breach: a breach in security that leads to the accidental or unlawful destruction, loss, change to or unauthorised provision of, or unauthorised access to, data that has been transferred, stored or processed in any other way.
- 1.3 Assignment: the Assignment between the Client and the Contractor [name] dated [date], reference number [number].
- 1.4 Personal Data: any data concerning an identified or identifiable natural person that is processed by the Contractor for the Client in the context of the Assignment.
- 1.5 Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.6 Data Processing Agreement: this agreement including its recitals and the accompanying schedules.
- 1.7 Processing: any operation or any set of operations concerning Personal Data or any set of Personal Data, carried out in the context of the Assignment via automated or manual procedures, including in any case the collection, recording, organisation, structuring, storage, updating or modification, retrieval, consultation, use, disclosure by means of transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

Article 2. Object of this Data Processing Agreement

- 2.1 This Data Processing Agreement governs the Processing of Personal Data by the Contractor in the context of the Assignment.
- 2.2 The nature and purpose of the Processing, the type of Personal Data and the categories of Personal Data, Data Subjects and recipients are set out in Appendix 1.
- 2.3 The Contractor guarantees that the appropriate technical and organisational measures will be taken, in order to ensure that Processing complies with the requirements of the Regulation and that the rights of the Data Subject(s) are protected.
- 2.4 The Contractor guarantees compliance with the requirements of the applicable legislation relating to the Processing of Personal Data.

Article 3. Entry into force and duration

- 3.1 This Data Processing Agreement enters into force as soon as it has been signed by both Parties.
- 3.2 This Data Processing Agreement terminates after and insofar as the Contractor has deleted or returned all Personal Data in accordance with article 10.
- 3.3 Neither of the Parties may terminate this Data Processing Agreement before the Assignment terminates.

Article 4. Scope of the Contractor's Processing competence

- 4.1 The Contractor will Process the Personal Data exclusively for and on the basis of written instructions from the Client barring statutory rules to the contrary that apply to the Contractor.
- 4.2 If any instruction as referred to in paragraph 1 is deemed by the Contractor to contravene a statutory rule on data protection, the Contractor will notify the Client of this prior to Processing, unless a statutory rule prohibits such notification.
- 4.3 If the Contractor is obliged to disclose Personal Data on the basis of a statutory rule, it will inform the Client immediately, if possible prior to the disclosure.
- 4.4 The Contractor will have no control over the purpose or means of the Personal Data Processing.

Article 5. Security measures

- 5.1 In addition to article 15 of WBA's general terms and conditions, and without prejudice to article 2.3 of this Data Processing Agreement, the Contractor will implement the technical and organisational security measures described in Annex 3.
- 5.2 The Parties recognise that guaranteeing an appropriate level of security may require additional security measures to be implemented on an ongoing basis. The Contractor guarantees an appropriate level of security, having regard for the risks entailed.

- 5.3 At the express written request of the Client, the Contractor will adopt additional measures to ensure the security of the Personal Data.
- 5.4 The Contractor will not process any Personal Data outside a European Union member state, unless it has obtained express written approval to do so from the Client and barring statutory obligations to the contrary.
- 5.5 If the Contractor discovers any illegal or unauthorised Processing or infringements of the security measures referred to paragraphs 1 and 2, it will inform the Contacting Authority without unreasonable delay.
- 5.6 The Contractor will assist the Client in ensuring compliance with the obligations under articles 32 to 36 inclusive of the Regulation.

Article 6. Duty of confidentiality – Contractor's Employees

- 6.1 The Personal Data is confidential as referred to in article 4 of WBA's general terms and conditions.
- 6.2 At the request of the Client, the Contractor will show that its Employees have undertaken to observe the duty of confidentiality.

Article 7. Sub-processor

If the Contractor, with due regard for the provisions of article 12.3 of WBA's general terms and conditions, engages another processor to carry out Processing activities for the Client, the other processor must be bound by an agreement imposing the same data protection obligations as those imposed by this Data Processing Agreement.

Article 8. Assistance concerning rights of Data Subjects

The Contractor will assist the Client in fulfilling its obligation to respond to requests from Data Subjects to exercise the rights set out in chapter III of the Regulation.

Article 9. Personal Data Breach

- 9.1 The Contractor will inform the Client, without unreasonable delay, as soon as it becomes aware of any Personal Data Breach, in accordance with the agreements set out in Annex 3.
- 9.2 After reporting an incident as described in the first paragraph, the Contractor will also inform the Client of developments relating to the Personal Data Breach.
- 9.3 Each of the Parties will bear any costs they incur in connection with reporting incidents to the competent supervisory authority and the Data Subject.

Article 10. Return or erasure of Personal Data

- 10.1 Once the Assignment expires, the Contractor will erase the Personal Data or return it to the Client, whichever the Client prefers. The Contractor will delete any copies, barring statutory rules to the contrary. The Client may attach conditions to the return or erasure of the Personal Data.

Article 11. Obligation to supply information and audit obligation

- 11.1 The Contractor will provide all necessary information to show that the obligations set out in this Data Processing Agreement have been and will be fulfilled.
- 11.2 The Contractor will provide all necessary cooperation with respect to audits.

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

Amsterdam, [date]

[place], [date]

World Benchmarking Alliance
[signatory's name]
[signatory's position]

For [contractor]
[signatory's name]
[signatory's position]

Appendix 1: Processing personal data

This appendix must in any case specify:

The nature and purpose of the Processing activities

The type of Personal Data

The categories of Personal Data

The categories of Data Subjects

The categories of Personal Data recipients

The appropriate Technical and Organisational security measures

The information in the controller's records, obligatory under article 30 of the Regulation, can be used to complete this schedule.

Agreements regarding personal data breaches

The Contractor will immediately inform the Client of Personal Data Breaches when it occurs.

Contact person at the World Benchmarking Alliance, to be contacted in the event of a personal data breach:

Name: E-mail: Phone number:

----- @----- +316.....

Minimum information that the Contractor must supply:

- nature of the Personal Data Breach
- the Personal Data and Data Subject(s) affected
- probable consequences of the Personal Data Breach
- measures proposed or taken by the Contractor to tackle the Personal Data Breach including, where relevant, measures to limit the possible negative consequences of the incident.

Annex 4: General terms and conditions

Kindly note that these general terms and conditions:

- are a first draft based on examples used by the Dutch government and other common models
- still need to be adopted by WBA
- will be made publicly available on WBA's website
- give special attention to articles 4, 5, 7, 10 and 11
- have to be referred to before coming into effect.

I. GENERAL PROVISIONS

Article 1. DEFINITIONS

1. The definitions listed below under a – m, with a capital letter, have the following meaning in the context of these general terms and conditions:

- a. Professional Errors: shortcomings such as mistakes, acts or carelessness, negligence, omissions and erroneous advice, which a competent and conscientious contractor would, in the given circumstances and assuming a normal degree of attention, competence and professionalism, not commit;
- b. Documents: all information or data made available by the Client to the Contractor; all data produced or collected by the Contractor in the context of the execution of the Assignment/Agreement; and all other information of any relevance for the execution or completion of the Assignment. The aforesaid information can be stored in tangible or intangible data carriers, whether or not placed with third parties;
- c. Documentation: The manuals or other user instructions accompanying the Product in Dutch or in another language agreed between Parties;
- d. Delivery: The act of conveying the Product or Products to the Client as referred to in article 19, including its assembly or installation according to the requirements set out in the Agreement.
- e. Employee: a natural person employed by or associated with the Contractor, whether or not on the basis of an employment contract;
- f. Staff: the staff made available by the Client under the Assignment or Agreement;
- g. Agreement/Assignment: the contract for the provision of services or the purchase of Products, under which the Contractor undertakes towards the Client to execute specified Work or to deliver Products;
- h. The Client: World Benchmarking Alliance (WBA) or any natural person or downstream partner, legally representing WBA, who/which has assigned Work to or purchased Products from the Contractor;
- i. The Contractor/Supplier: the enterprise that has accepted the Assignment or Agreement from the Client;
- j. Work: all work assigned to the Contractor for the benefit of the Client for which an Assignment is provided by the Client and which has been accepted by the Contractor, as well as all work ensuing therefrom for, and to be executed by, the Contractor;
- k. Products: The movable items to be delivered to the Client by the Supplier under the Agreement;
- l. Personal Data: Data according to article 4, of the General Data Protection Regulation (2016/679);
- m. Party: Either the Client or the Contractor/Supplier depending on the context. 'Parties' refers to both the Client and the Contractor.

Article 2. APPLICABILITY

1. These general terms and conditions apply to: all offers, tenders, Assignments, legal relationships and Agreements, by whatever name, for which Work is assigned to the Contractor (and all Work ensuing therefrom for the Contractor) as well as Products purchased from the Contractor.

2. Derogations from, or addendums to, these general terms and conditions, shall only be valid if these have been expressly agreed in writing in, for example, an Agreement (in writing) or in (a further) confirmation of the Assignment.

3. If any provision in these general terms and conditions and the Agreement were to conflict, the provision set out in the Agreement shall be applicable as regards the contradiction.

4. These general terms and conditions also apply to any additional or subsequent Agreements. The applicability of the general terms and conditions of the Contractor is hereby expressly rejected by the Client.

Article 3. COMMUNICATION

1. During the execution of the Agreement the Client and the Contractor can communicate with each other by means of electronic resources and/or make use of electronic storage (such as Cloud applications). Unless agreed otherwise in writing, parties may assume that the sending of correctly addressed fax messages, emails (including emails sent through the internet) and voicemail messages, regardless of whether these contain confidential information or Documents related to the Agreement, will be mutually accepted. The same applies to other means of communication used or accepted by the other Party.

2. Each Party will designate a contact to maintain contacts in relation to the performance of the Agreement. The Parties will notify each other of the person they have appointed as their contact.

3. The contacts may represent and bind the Parties only as regards the performance of the Agreement. They may not amend the Agreement.

4. 'In writing' or 'written' is understood to include 'electronically', provided:

- a. the notification can be consulted by the addressee;
- b. the authenticity of the notification is sufficiently guaranteed; and
- c. the identity of the sender can be determined with sufficient certainty.

Article 4. CONFIDENTIALITY AND NON-DISCLOSURE

1. Parties will conclude a non-disclosure agreement to make arrangements regarding confidentiality. If such an agreement is not concluded for the Agreement, subsection 2 – 4 do apply.

2. The Contractor will not divulge in any way any information that comes to its knowledge in performing the Agreement and which it knows or may reasonably be assumed to know is confidential, except insofar as it is compelled to divulge such information under a statutory regulation or court ruling.

3. The Contractor will impose the same duty of confidentiality on its Employees and any third parties to be deployed and guarantees that they will fulfil it.

4. The Contractor will not divulge to third parties in any way the results of the Work performed or provide any information on the results to third parties without the Client's express consent. The Client may attach conditions to such consent.

5. After termination of the Agreement, the Contractor must hand over to the Client without delay, at the Client's first request, information that the Contractor has in its possession for the purpose of performing the Agreement, with the exception of information that the Contractor is required to have in its possession on the basis of legislation and/or generally accepted professional rules applicable to the Contractor.

6. In the event of infringement of any of the obligations and prohibitions as set forth in this article, the Contractor shall forfeit to the Client a fine payable forthwith and at once, without a warning or notice of default being required, amounting to €10,000 per infringement and €500 for each day or part thereof that the infringement continues, without prejudice to the Client's right to claim full damages instead of such a fine.

Article 5. LIABILITY

1. If one of the Parties fails to discharge its obligations under the Agreement, the other Party may give notice of default. The defaulting Party is deemed to be immediately in default, however, if it is clear that there is no prospect whatsoever of it discharging the obligations in question within the stipulated time limit for reasons other than force majeure. The notice of default will be given in writing, and the defaulting Party will be given a reasonable period of time in which to discharge its obligations. This is a strict deadline. The defaulting Party is in default if it fails to discharge its obligations by the deadline set.

2. The notice of default referred to in the preceding section is not required if the time limit by which the agreed Work should have been performed has been extended prior to its expiry. If the defaulting Party fails to discharge its obligations as described in the preceding section by the end of the extended time limit, the defaulting Party is held to be immediately in default as from that date.

3. Unless agreed otherwise, a Party that imputably fails to discharge its obligations is liable to the other Party for any damage incurred by the other Party, on the understanding that liability is limited to the following amounts:

a. for Agreements whose total value is less than or equal to €50,000: €150,000 per event and €300,000 for each year or part of a year that the Agreement has been in force;

b. or Agreements whose total value is greater than €50,000 but less than or equal to €200,000: €600,000 per event and €1,200,000 for each year or part of a year that the Agreement has been in force;

- c. for Agreements whose total value is greater than €200,000: €1,500,000 per event and €3,000,000 for each year or part of a year that the Agreement has been in force;
4. Related events will be treated as a single event. The liability amounts set out in subsection 3 apply to any third party deployed for the execution of the Work
5. The limitation of liability referred to in subsection 3 will not apply:
- in the event of third-party claims for compensation in respect of death or personal injury;
 - in the event of intent or gross negligence on the part of the Contractor or the Contractor's Employees;
 - in the event of a breach of intellectual property rights as referred to in article 18;
 - in the event of a breach of data privacy regulations (GDPR 2016/679).

Article 6. CANCELLATION AND TERMINATION

- Without prejudice to the other provisions of the Agreement, either Party may cancel the Agreement in full or in part by registered letter, without recourse to the courts, if the other Party is in default or compliance is permanently or temporarily impossible, unless the breach does not warrant cancellation in view of its exceptional nature or limited importance.
- If one of the Parties is unable to discharge its obligations under the Agreement as a result of force majeure, the other Party is entitled to cancel the Agreement, subject to a reasonable period, in full or in part out of court by registered mail, without its action creating any entitlement to compensation, but no earlier than 15 working days as from the date on which the circumstance that produced the force majeure arose notwithstanding the provisions in article 24 concerning the purchase of Products.
- The term 'force majeure' is in any event understood not to include: staff shortages, strikes, staff illness, shortages of raw materials, transport problems, late delivery or the unsuitability of items required for the performance of the work, liquidity or solvency problems on the part of the Contractor or failures on the part of third parties engaged by the Contractor.
- The Client may cancel the Agreement forthwith out of court by registered mail, without being required to send any demand or notice of default, if the Contractor applies for or is granted a provisional or definitive suspension of payments, files for bankruptcy, is declared bankrupt, if its business is wound up, if it ceases trading, if a substantial proportion of its assets are seized, if it undergoes a merger or a division or is dissolved, or if it is deemed on any other grounds to be no longer capable of discharging its obligations under the Agreement.
- If the Agreement is cancelled, the Contractor will repay any undue amounts already paid by the Client, plus the statutory interest on those amounts from the date on which they were paid. If the Agreement is partially cancelled, the Contractor only has to repay payments relating to the part of the Agreement that has been cancelled.
- In addition, the Client may terminate the Agreement at any time by giving notice of termination by registered mail. In such an event, the account between the Client and the Contractor will be settled on the basis of the Work provided or Products delivered and costs reasonably incurred by the Contractor in carrying out the Agreement in question and of any commitments reasonably entered into for the future for the purposes of the present Agreement. The Client is not obliged to compensate the Contractor in any way for the consequences of the termination of the Agreement.

Article 7. CONFLICT OF INTEREST

- A conflict of interest is a (potential) situation or interest which could reasonably be expected to affect the impartiality or independence of the Client, its Staff or downstream partners. Parties should avoid these situations at all times.
- The Contractor should notify the Client without delay when a (potential) conflict of interest occurs, regardless the phase of the Agreement. Even when an Agreement has been successfully completed and/or accepted by the Client, the duty of the Contractor to notify the Client persists.
- Should it transpire that a member of the Client's Staff is also in the Contractor's employment, regardless of whether or not such employment is paid, or was in the Contractor's employment at the time when negotiations took place on the formation of the Agreement, and that the Client was not informed of this prior to the signing of the Agreement, the Client may cancel the Agreement with immediate effect, without being required to give any notice of default or to pay any compensation.
- The Parties will not offer to each other or to third parties, or ask for, accept or obtain a promise of, from each other or third parties, whether for themselves or for any other party, any gift, reward, compensation or benefit of any form whatsoever if this could be construed as constituting an illicit practice. Such a practice may constitute grounds for cancelling the Agreement either in full or in part.

- In the event of infringement of any of the obligations and prohibitions as set forth in this article, the Contractor shall forfeit to the Client a fine payable forthwith and at once, without a warning or notice of default being required, amounting to €10,000 per infringement and €500 for each day or part thereof that the infringement continues, without prejudice to the Client's right to claim full damages instead of such a fine.

Article 8. INSURANCE

- The Contractor has taken out and will retain adequate and customary insurance cover in accordance with generally accepted standards in respect of the following risks:
 - professional liability, i.e. the risks arising from Professional Errors regarding the execution of the Work;
 - business liability, including liability for damage caused to persons or the Client's property;
 - loss of or damage to business property (including as a result of fire or theft), including items of property owned by the Client.
- The Contractor will not terminate either the insurance contracts or the terms applying to them without the Client's prior written consent. Nor will the Contractor change the insured sum to the Client's disadvantage without the Client's prior written consent. The insurance premiums owed by the Contractor are deemed to be included in the agreed prices and fees.

Article 9. INVOICE AND PAYMENT

- The Contractor will send the invoice electronically so that the Client can receive and process it electronically, in accordance with the specifications issued by the Client. The invoice sent by the Contractor must comply with the legal requirements and be compiled according to the specifications of the Client detailing the description and amount of the Work executed and/or the Products delivered.
- The Client will pay for the costs actually incurred and the hours actually worked by the Contractor and/or the prices for the delivered Products, unless a fixed fee has been agreed in the Agreement.
- The Contractor is not entitled to suspend or terminate its work on account of the Client's failure to pay an invoice within the stipulated time limit, or if the Client does not pay an invoice because it suspects that the invoice is inaccurate or because the Work has not been properly performed and/or the Products are not properly delivered.
- The Client will pay the prices for the delivered Product within 30 days of receiving the invoice if it satisfies the provisions of the Agreement. If the Client fails without good reason to pay an invoice within this period, it will automatically be liable to pay:
 - compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and
 - statutory interest as referred to in article 6:119b of the Dutch Civil Code. The compensation and interest will be payable on demand.
- Payment of an invoice by the Client does not entail any recognition that the Work and/or the Product complies with the guarantees given in accordance with article 12.1 and 12.2 (the Work) and/or article 19 (the Product).
- The Client has the right to offset invoice amounts owed against amounts that the Contractor owes the Client.

Article 10. SUSTAINABILITY

- The Contractor will inform the Client without delay of any sustainable alternative of (part of) the Work, the Products or the Delivery of the Products as per the Agreement.
- For long term Agreements (>1 year): the Contractor will make effort to develop a corporate sustainability policy if it has not already such a policy in effect at the time of the conclusion of the Agreement. Preferably such a policy should address the contributions of the Contractor's organisation to the Sustainable Development Goals.

Article 11. SOCIAL CONDITIONS

- In performing the Work, or in the process of manufacturing and delivering the Products the Contractor will comply with the applicable legislation on employment conditions and with the collective labour agreement applicable to it and its Employees.
- In performing the Work, or in the process of manufacturing and delivering the Products the Contractor will comply with, the four fundamental labour standards of the International Labour Organization (ILO):
 - freedom of association and the right to collective bargaining;
 - the elimination of forced or compulsory labour;
 - the effective abolition of child labour;
 - the elimination of discrimination in respect of employment and occupation.

II. SERVICE PROVISIONS

Article 12. EXECUTION OF THE ASSIGNMENT

1. The Contractor guarantees that the Work to be provided by it or on its behalf meet the requirements laid down in the Assignment.
2. The Contractor guarantees that the Work to be provided by it or on its behalf will be performed in a professional manner. The Contractor will report on the progress of the Work as often and in the manner the Assignment prescribes or as the Client deems fit.
3. The Contractor has no right to have Work executed by a third party without prior written consent of the Client. Consent to employ third parties shall not be unreasonably withheld. The Client may attach conditions to its consent.
4. The fact that the Client has given its consent does not affect the Contractor's own responsibility and liability for discharging the obligations under this Assignment, and for discharging the obligations imposed on the Contractor as an employer under applicable tax and social insurance law.
5. For the execution of the Work, the Contractor may make use of the property or goods belonging to the Client, which the Client has lent to the Contractor for this purpose. The Client may attach conditions to the loan or use of the goods or property.

Article 13. ASSESSMENT AND ACCEPTANCE

1. The Client will assess the results of the Work provided within 30 days of the date of the delivery. If it decides that the results are satisfactory, it will notify the Contractor that the Work has been accepted.
2. If the Client decides that the results of the Work are unsatisfactory, it will notify the Contractor that the Work has not been accepted.
3. The Client may have the results of the Work assessed by third parties, without prior consent of the Contractor.
4. If the Client has not notified the Contractor within 30 days of the date of delivery of the Work, it will be deemed to have accepted the results.
5. The Client is not obliged to make any payment to the Contractor until the results have been accepted.

Article 14. REPLACEMENT OF EMPLOYEES

1. Only in exceptional circumstances Contractor may replace Employees who are responsible for executing the Work.
2. Without prior consent of the Client, the Contractor may not replace either temporarily or permanently Employees who are responsible for executing the Work. The Client will not withhold its consent without good reason and may attach conditions to its consent. The fees charged for the Employees originally deployed may not be raised when they are replaced.
3. If the Client wishes Employees to be replaced for the execution of the Work, because it feels that this is either necessary or desirable for the proper performance of the Assignment, the Contractor will comply with this request. The fees charged for the Employees originally deployed may not be raised when they are replaced.
4. If Employees responsible for the execution of the Work are replaced, the expertise, qualifications and experience of the Employees replaced by the Contractor must be at least equal to those of the original Employees or must meet the criteria agreed on by both parties in this regard.

Article 15. PROCESSING OF PERSONAL DATA

1. All processing of Personal Data must adhere to GDPR 2016/679.
2. Insofar Personal Data is processed by Contractor, or Personal Data is processed by Client, for the performance of the Work, a Data Processing Agreement (DPA) according to article 28, subsection 3 of the GDPR 2016/679 must be concluded prior to the execution of the Work stating proper technical and organizational security measures taken by data processor to protect the Personal Data. The conclusion of an applicable and valid DPA is a responsibility of both the Client and the Contractor.
3. Execution of the Work, processing Personal Data, without an applicable and valid DPA, must immediately be discontinued, providing legal grounds to temporarily suspend or even terminate the Assignment.
4. The Client excludes any liability or damage sustained by the Contractor due to provisions in this article concerning the processing of Personal Data.
5. Parties will impose their obligations on the basis of this article on any third parties to be engaged by them.

Article 16. VARIATIONS

1. Additional requirements and new information during the execution of the Work may lead to an upward or downward variation of the Agreement. If a Party regards a particular request as constituting an upward or downward Agreement variation, it will notify the other Party thereof as quickly as possible.

2. Upward and downward Agreement variations may only be executed after written consent of the Client. The Client will not withhold its consent without good reason and may attach conditions to its consent.

Article 17. NON-PERFORMANCE OF THE ASSIGNMENT

1. If a period/term has been agreed between the Client and the Contractor within which (parts of) the Assignment must be executed, and the Contractor omits to: (a) notify the Client of any potential delay and explain the reasons and consequences of the potential delay, - or (b) propose and undertake the necessary measures to avoid further delay, this may be regarded as non-performance of the Agreement and gives the right for the Client to terminate the Assignment. The Client and the Contractor may also enter into consultation regarding a new period/date within which the Agreement must be executed.
2. Within 14 days of receiving the notification referred to in the preceding section, the Client will notify the Contractor whether or not it agrees with the proposed measures and the consequences described by the Contractor. Agreement does not imply any acceptance by the Client of the cause of the potential delay and does not affect any other rights vested in the Client under the Agreement.

Article 18. INTELLECTUAL PROPERTY

1. Unless agreed otherwise, all copyrights and database rights that may be exercised in relation to the results of the Work performed by the Contractor accrue to the Client, irrespective of where and when they may be exercised. Pursuant to the Assignment, the Contractor assigns such intellectual property rights to the Client as soon as they arise. The Client hereby accepts the assignment of these rights.
2. Insofar as the results of the Work performed is achieved partly or wholly using existing intellectual property rights that do not accrue to the Client, the Contractor grants the Client a non-exclusive and irrevocable right of use for an indefinite period. In such an event, the Contractor guarantees that it is entitled to grant the aforesaid right of use.
3. The Contractor indemnifies the Client against all claims brought by third parties 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 to prevent stagnation and to limit the additional costs and/or losses incurred as a result of such breaches, and to do so at its own expense.
4. Without prejudice to the above provisions, the Client may, if a third party holds the Contractor liable for a breach of its intellectual property rights, cancel the Assignment in writing, in full or in part, out of court, without prejudice to its other rights vis-à-vis the Contractor, such to include but not limited to any right to compensation. The Client will not exercise its right to cancel the Assignment until it has first consulted the Contractor.

III. PURCHASING PROVISIONS

Article 19. DELIVERY

1. Unless agreed otherwise in writing, Delivery of the Product by the Supplier will take place on the agreed delivery date(s) or within the agreed delivery period(s) at the delivery address and delivery location specified by the Client, and the Supplier will bear all costs and risks connected with transporting the Product, including, where applicable, the import duties and responsibility for complying with the associated formalities.
2. The agreed delivery date(s) or period(s) are considered to be fixed and final. If the Product is not delivered to the agreed location within the agreed period, the Supplier will be in default without notice of default being required.
3. Delivery of the Product earlier than the agreed delivery date(s) or period(s) will take place only after prior written consent has been obtained from the Client and will not alter the agreed payment date.
4. The Client has the right to defer Delivery, unless this would place a disproportionate burden on the Supplier. The Supplier is obliged to store the Product for the Client at no additional cost until the deferred Delivery date, unless this would place a disproportionate burden on the Supplier, in which case the Parties will hold discussions to find a reasonable arrangement acceptable to both Parties. The provisions of articles 5 and 19.2, 19.3 apply *mutatis mutandis* to the Delivery deferred by the Client except that the Supplier will be in default, without prior notice of default, only after the deferred delivery date(s) or period(s) have been exceeded.
5. The Client is not obliged to make any payment to the Supplier before the Product has been delivered.

Article 20. GUARANTEE

1. The Supplier guarantees that the delivered Product complies with the Agreement, is free of defects and is suitable for the purpose for which the Product is intended. The Product does not comply with the Agreement if the Product, partly in view of the nature of the item and the information provided thereon by the Supplier, does not have the characteristics that the Client might

expect on the basis of the Agreement. The Parties may agree a guarantee period.

2. If the Client has not provided a more detailed description of the requirements to be met by the Product, the Product should in any event be of good quality and meet at least the customary requirements concerning soundness, fitness for purpose and workmanship, and all statutory requirements and customary industry regulations concerning quality, safety, health and the environment.

3. The Client may no longer invoke the fact that the Product does not comply with the Agreement if it has not notified the Supplier accordingly in writing within 30 days of discovering this fact. If the Supplier receives such a notification from the Client, the Supplier will rectify the defect or non-conformity within a period set by the Client in accordance with the provisions of article 22.

4. The Supplier guarantees that the delivered Product is free of any special encumbrance or restriction that the Client has not accepted explicitly and in writing. The Supplier indemnifies the Client against all claims in this regard.

Article 21. PRICE

1. Unless agreed otherwise in writing, the prices agreed for the Product include the costs of transport, taxes, import duties, other levies, insurance, packaging costs, disposal costs and any assembly or installation costs, and are stated in euros.

2. The prices for the Product are fixed, unless the Agreement specifies the circumstances that may lead to a price adjustment and the manner in which such an adjustment should be made.

Article 22. NON-CONFORMANCE OF PRODUCT

1. If the delivered Product does not comply with the guarantees referred to in article 20, the Client may demand that the Supplier repair or replace the Product. The associated costs will be borne by the Supplier.

2. If, after receiving a written demand from the Client, the Supplier fails to comply, within the period stipulated therein, with a requirement as referred to in article 22.1, the Client has the right, without prior recourse to the courts, to choose between:

- a. replacement or repair of the Product by a third party at the Supplier's expense;
- b. return of the Product in question at the Supplier's expense and risk and cancellation of the Agreement in accordance with the provisions of article 6 and, in consequence, crediting of however much of the purchase price has already been paid for the Product in question.

3. The provisions of articles 22.1 and 22.2 do not affect other rights and claims that the Client may derive from non-performance, subject to the provisions of article 5.

Article 23. DOCUMENTATION

1. The Supplier will provide the Client with clear, adequate Documentation, drawn up in Dutch, or in another agreed language on the characteristics and functionalities of the Product.

2. The Client has the right to reproduce, amend and publish the Documentation for use within its organisation or downstream partners without making further payment provided the copyright marks present on the Documentation are retained.

3. The Supplier indemnifies the Client against claims that third parties might enforce on the ground of a copyright accruing to them in relation to the Documentation.

Article 24. ADDITIONAL PURCHASING PROVISIONS

1. In derogation from article 6.2 concerning the purchase of Products, the following applies: In the event of temporary force majeure, the Supplier will immediately notify the Client in writing after the circumstances bringing about force majeure have occurred, stating the cause of the force majeure. The Client then has the right to choose between:

- a. allowing the Supplier to defer compliance with its obligations under the Agreement for a reasonable period of up to four weeks. If the Supplier is still unable to fulfil its obligations under the Agreement when this time limit expires, the Client has the right to cancel the Agreement with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier; or
- b. cancellation of the Agreement with immediate effect out of court, without being obliged to pay compensation or any costs to the Supplier.

2. The applicability of the provisions of the United Nations Convention on Contracts for the Sale of Goods (the 'Vienna Sale Convention') is precluded.

IV. MISCELLANEOUS PROVISIONS

Article 25. OTHER PROVISIONS

1. The Contractor will not employ or approach Staff whether or not involved in the execution of the Work, to take up employment with the Contractor, whether

or not temporarily, directly or indirectly, or to execute work for the benefit of the Contractor, directly or indirectly, whether or not in salaried employment, during the term of the Agreement or any extension thereof and during 12 months thereafter.

2. Provisions which by their nature are intended to persist after the Agreement has been performed will remain in force after the expiry of the Agreement.

These obligations include in any applicable event, but are not limited to, the provisions on, confidentiality (article 4), liability (article 5), guarantee (article 10.1, 10.2 and 20), intellectual property rights (article 17) and disputes and applicable law (article 26).

3. The Agreement does not entitle the Contractor to any follow-up orders.

4. If any provisions of these general terms and conditions or of the underlying Agreement might be wholly or in part null and void and/or invalid and/or unenforceable as a result of any statutory regulation, judicial decision, or otherwise, this will have no consequences whatsoever for the validity of all other provisions of these general terms and conditions or the underlying Agreement.

5. If any provision in the Agreement or any part of the Agreement cannot be relied on in law, the remaining part of the Agreement will remain in full force, always provided that provisions in the part which cannot be relied on will be deemed to have been adjusted in such a manner that reliance thereon will be possible, whereby the intention of parties with regard to the original provision or original part will remain in existence as much as possible.

Article 26. DISPUTES AND APPLICABLE LAW

1. Any dispute between the Parties in relation to the Agreement will be submitted only to the competent court in the district of Amsterdam, unless the Parties agree on an alternative means of settlement at the time a dispute arises.

2. The Agreement and these terms and conditions are governed by Dutch law.

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World Benchmarking Alliance
Rhijnspoorplein 10-38, 1018 TX Amsterdam, The Netherlands
info.social@worldbenchmarkingalliance.org
www.worldbenchmarkingalliance.org