

187094 Online LaTeX Editor

	Naam	Beschikbaar tijdens	Prijslijst	Gewogen	Gunningsformule	Gewicht/Waarde	Aantal vragen
1.	Questionnaires	Offertefase	Price	Ja	NX Utility Index		47

The Questionnaire is divided into different question groups that apply to the clear Assignment. In order to be able to fulfill this Assignment adequately, UM wants to call on the knowledge and expertise of the Providers within the frameworks set by UM. When answering the Schedule of Requirements, the Provider must describe how he / she will implement the clear Assignment for specific aspects. It is important here that the answer to the specific question also contains all relevant information regarding the specific criterion. Information about a criterion that is included in an answer by the Provider elsewhere than in the Schedule of Requirements will not be included in the assessment of that criterion within the Schedule of Requirements.

	Naam van vragengroep		Aantal vragen	Gebuikers die vragengroep beheren
1.1.	List of definitions	0% (0%)	1 (1 KO's)	—

Begrippenlijst

1.1.1. Unless expressly deviated from, words written with a capital (including their conjugations and single and/or plural forms) have the meanings set out below.

Public Procurement Act

Act of 1 November 2012, containing new rules for tender procedures (*Public Procurement Act 2012*), Bulletin of Acts and Decrees 2012, 542, as most recently amended.

Offerer

An Economic Operator or Association that is interested in obtaining the Contract and participates in the Tender Procedure at the invitation of the Client.

General Conditions

The General Purchase Conditions of Maastricht University, the General Conditions for Services of Maastricht University, the General Conditions with IT Agreements of Maastricht University and/or other general or special conditions as added in an Appendix.

Appendix

An appendix to the Tender.

Assessment Committee

Composed multidisciplinary team that assesses the Tenders on behalf of the Client.

Assessment Standards

The value assigned to a Suitability Requirement or Award Criterion, as well as the elements that are relevant for determining the score to be assigned to a Tender per Suitability Requirement or Award Criterion.

Combinant

An Economic Operator that belongs to an Association.

Contract

An agreement between the Client and the Contractor laying down the provisions regarding the performance of the Contract as well as the (other) rights and obligations of the parties involved.

Directives

Directive 2014/24/EU on award of public contracts and Directive 2014/23/EU on award of concession agreements, implemented in the Dutch legal system by means of the Public Procurement Act.

European procurement

A tender procedure in accordance with the rules of the Directives as implemented in the Public Procurement Act.

Suitability Requirements

The requirements that an Offerer must meet in order to be eligible for award of the Contract, such as economic and financial strength, technical and professional competence and professional qualification.

Award Criteria

Criteria specified in the Tender Procedure on the basis of which the Client assesses and ranks the Tenders and decides which Tender is eligible for award.

Tender

An offer to perform the Contract, submitted by an Offerer in response to a Tender Procedure.

Subcontractor

A person or organisation that performs a part of the Agreement arising from this tender procedure by order of the Contractor, without being in its employment.

Economic Operator

A contractor, supplier or service provider as referred to in the Public Procurement Act.

Contract

A public contract for works, supplies or services as referred to in the Public Procurement Act, which is the subject of this Tender Procedure.

Client

The contracting authority, being Maastricht University, also referred to as 'UM' or, in relation to a supply, 'Buyer'.

Contractor

The Offerer to which the Contract is awarded and with which the Agreement is concluded, where appropriate also referred to as "Other Party" or "Supplier".

Agreement

A Contract or Framework Agreement.

Lot

Defined parts of a Contract for which separate Tenders can be submitted.

Framework Agreement

An Agreement between the Client and one or more Contractors designed to lay down for a definite period (not exceeding four years) the conditions in respect of the Contracts to be awarded.

Association

A combination of Economic Operators that jointly submit a Tender and are each jointly and severally liable for the performance of the whole Contract.

Standard Form

Form in a prescribed mandatory format belonging to a Tender, to be completed by an Offerer.

Tender Procedure

A tender procedure in Negometrix in accordance with the Public Procurement Act, with a description of the Contract, the applicable Exclusion Grounds, the Suitability Requirements, the Award Criteria and the Assessment Standards.

Exclusion Grounds

Criteria set by the Client that relate to the circumstances of the Offerer and that the latter must meet in order to be eligible for participation in the Tender Procedure, or that can justify exclusion from it.

Variants

A Tender that is not in accordance with the contract documents, but does meet the minimum requirements that the Client sets with respect to variants.

Working Day

A calendar day, not being (i) a Saturday or a Sunday, (ii) a public holiday in the Netherlands or (iii) the equivalent of a public holiday pursuant to article 3 paragraph 3 of the General Extension of Time Limits Act.

Has Offerer taken note of the above list of definitions?

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in	
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase	
Naam van vragengroep					Aantal vragen	Gebruikers die vragengroep beheren			
1.2.	Tender Procedure	0% (0%)	1 (1 KO's)	—					

Aanbestedingsprocedure

1.2.1. This Tender Procedure takes place in accordance with the multiple private tender procedure as defined in article 1.14 of the Public Procurement Act.

The Tenders submitted will be assessed and ranked on the basis of the Award Criteria. Based thereon, UM will announce the provisional award. The Award Criteria as well as the Assessment Standards have been laid down in advance and are made known in this Tender Procedure.

The applicable Award Criterion is the economically most advantageous Tender.

Method and conditions of submission

The Tender shall have been submitted in Negometrix on the date and at the hour specified in the tab Planning.

Date and hour shall be regarded as a strict deadline. It will not be possible to submit a Tender after the specified closing date and hour. The risk of timely and correct submission rests with the Offerer.

- There will be no opening in the presence of the Offerers.
- The submitted Tenders will become the property of UM.
- All documents shall be drawn up in the Dutch language.

- The Tender shall be signed by a person(s) authorised thereto.

Communications

All communications regarding this Tender Procedure run via Negometrix. Questions and comments shall be posted using the message module in Negometrix; the post shall be linked to the relevant Tender Procedure. Communications sent in any other way will be deemed not received, unless UM has indicated otherwise.

Substantive questions regarding the Tender Procedure

Requests for further information regarding substantive and procedural aspects of this Tender Procedure, including regarding the General Conditions and the draft Agreement, can only be placed using the Q&A-module of Negometrix, in accordance with the rules set out there.

Technical questions regarding Negometrix

For technical questions regarding the tender website, the Offerer shall contact the help desk of Negometrix using the following contact details: telephone: +31 (0) 85 - 20 84 666 e-mail: servicedesk@negometrix.com.

Form of answers

The questions asked in the Tender Procedure shall be answered clearly, unambiguously and unconditionally in the Tender. Tenders shall be irrevocable and unconditional. Revocable or conditional Tenders will be excluded from the Tender Procedure.

The texts of the Appendices may not be amended by the Offerer, neither directly (deletion, etc.) nor by making any reservations in the Tender (unless UM expressly requests same, for example where Appendices shall be completed or texts are used like "delete if not applicable"). If UM finds that the Offerer has made unasked amendments in the aforementioned documents, its Tender may be characterized as 'conditional' and put aside as invalid.

Variants

The Offerer not free to submit Variants in addition to a Tender as requested in the Tender Procedure.

Association and Subcontractors

It is allowed to participate in this Tender Procedure as an Association (combination of Economic Operators), or make use of Subcontractors.

This with due observance of the following rules.

With respect to Subcontractors:

- If use is made of the services of Subcontractors, the "Statement reliance on Subcontractors" (in the Appendix below) shall be completed and signed by the Offerer. The information requested by UM shall be provided by the Offerer, for which purpose it can make use - if desired - of information provided by the aforementioned Subcontractors. The completed and signed Statement reliance on Subcontractors shall be uploaded.
- No Exclusion Ground shall exist with respect to any of the Subcontractors relied on. UM reserves the right not to accept a Subcontractor with respect to which an Exclusion Ground exists.

With respect to an Association:

- If a Tender is submitted by an Association, then the "Association Statement" (in the Appendix below) shall be completed and signed by each member of the Association, including the main contractor. The completed and signed Association Statement shall be uploaded.
- The Association Statement shall be accompanied by an explanation stating:
 - Why the Association was formed;
 - Which party will act as main contractor;
 - How the coordination within the Association is organised.
- The Association Statement shall state the proposed division of work and the party that will act as contact for UM. This description of the division of work shall be included.
- In the assessment of the Tender and its suitability, an Association will be regarded as a single economic operator. Each individual Combinant shall demonstrate in the way specified by UM that no Exclusion Ground exists. UM will consolidate the Suitability Requirements of the Combinants (with the exception of professional qualification) in its assessment of the Association. The same applies to the assessment of the Award Criteria.



General

- Operating companies within a holding to which the Offerer belongs can be deployed as Subcontractor at the discretion of the Offerer, without further consent of UM.
- It is not allowed to form Associations and/or make use of Subcontractors, other than those specified in the Tender, after award of the Contract without the prior written consent of UM. UM can attach conditions to its consent. UM will not withhold its consent unreasonably. UM will not give its consent if one or more Exclusion Grounds exist. UM will not give its consent if the Subcontractor does not meet the requirements set on professional skill with regard to the part of the Contract for which the Contractor wishes to deploy the Subcontractor.
- If one or more of the Combinants of an Association withdraw(s) from the Association after award of the Contract, the other Combinants of the Association shall ensure compliance with all obligations entered into. This means, among other things, that resources, experience, sales and/or competencies similar to those the Association relied on during the selection, must remain available for the performance of the Agreement.

If Subcontractors and/or an Association are/is deployed, this shall be stated and in the Statement reliance on Subcontractors and/or the Association Statement.

Have you taken note of and do you agree to the above procedure and, if applicable, have all the relevant documents been added?

Tender documenten:

 Association Statement v20181123 UK.docx 97 Kb	Download		Bekijk
 Statement reliance on Subcontractors v20181123 UK.docx 123 Kb	Download		Bekijk

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	<input checked="" type="checkbox"/>	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren
1.3. Assessment Procedure	0% (0%)	1 (1 KO's)

1.3.1. Assessment Committee

UM will set up an Assessment Committee with the task to assess on the basis of the Award Criteria which Tender is to be regarded as the economically most advantageous Tender, best value for money.

The Assessment Committee is a multidisciplinary team of UM (consisting of UM employees and any consultants engaged by UM).

The Assessment Committee will base its valuations on the overall picture of the quality per (sub)Award Criterion. The (sub)Award Criteria may be accompanied by an explanation stating the elements that UM considers important. These elements are stated only to clarify the Award Criterion for the Offerer and shall expressly not be regarded as further "(sub)Award Criteria". The aforementioned elements are not stated in order of importance and not exhaustive.

Different Tenders can achieve the same score per (sub)Award Criterion.

Assessment

1. It will in the first place be assessed whether the Tenders are complete and valid. This means that in any case all requested information, documents and statements shall have been submitted and, where appropriate, dated and signed. If this assessment does not lead to exclusion, subsequently be assessed on the basis of the (sub)Award Criteria.

In order to be able to implement this Contract adequately, UM wishes to rely on the knowledge and expertise of the Offerers within the frameworks set by UM. In answering the Programme of Requirements, the Offerer shall describe how it will implement the present Contract or specific aspects thereof. It is important that the answer to the specific question also contains all relevant information regarding the specific criterion. Information regarding a criterion that the Offerer provides elsewhere, instead of in the answer to the specific question, will not be taken into account in the assessment of that criterion within the Programme of Requirements.

Verification, explanation

The Assessment Committee may require that the Offerer explains its Tender in more detail and/or provides supporting documents. UM is entitled but not obliged to verify whether all data and statements submitted within the framework of the Tender Procedure are correct.

Award

UM will notify the Offerers of its provisional award decision. The notification to dismissed Offerers will state the reasons for the dismissal.

Each interested party that does not agree to the provisional award decision can institute preliminary relief proceedings under civil law within a period of 7 calendar days, commencing on the day after the date of dispatch of the provisional award decision. An Offerer forfeits this right if a dispute is submitted by service of a writ of summons after the aforementioned period of 20 calendar days.

In the interest of quick and good progress, the Offerer is requested to notify UM of its intention to take legal action, preferably by sending a draft writ of summons within 5 calendar days after dispatch of the notification of the award decision. Before issuing the writ of summons, the Offerer shall in any case ask UM to state the days on which it will be unable to attend a hearing in court via the Message Module in Negometrix.

UM will be authorized to proceed to definitive award after the lapse of the aforementioned period of 7 calendar days (standstill period).

Have you taken note of and do you agree to the above procedure?

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren
1.4. General legal and administrative aspects	1 (1 KO's)	—

1.4.1. Period of validity

Tenders shall be valid for <to be completed> days, counting from the closing date of this Tender Procedure as specified in the tab Planning. This period may be extended if the definitive award decision is postponed for legal reasons.

General Conditions

The ultimate award of the contract is subject to the General Conditions. Any general conditions of the Contractor, however named, are expressly rejected.

In the event of conflict, the provisions set out in this Tender Procedure and the Agreement will prevail

over the General Conditions.

Price negotiations

Price negotiations will not be conducted. This means that the submission of a Tender implies a definitive offer.

Discontinuation of the Tender Procedure or no award

UM reserves the right to discontinue the Tender Procedure in whole or in part, temporarily or permanently, and not proceed to award. Offerers will in that situation not be entitled to reimbursement of any costs incurred in the framework of the Tender Procedure. By submitting a Tender, the Offerer declares to agree to these conditions.

Reimbursement of costs

The drawing up and submission of a Tender, including the provision of any further information, are without costs for UM. Any costs and/or loss resulting from not awarding the Contract (to the Offerer), will be for the account and risk of the Offerer.

Language

The requested information, own statements and all other documents shall be in the Dutch language. The contact persons of the Offerers shall have oral and written command of the Dutch language and oral communications will have to take place in the Dutch language.

Confidentiality

All data, documents and other information made and to be made available by UM to interested parties within the framework of this tender procedure, including but not limited to this Tender Procedure with Appendices, is secret information of UM. The above secret information shall be treated confidentially and:

- not be used for any purpose other than for which it has been provided;
- only be disclosed to employees who must take note of the relevant information for the purpose of the Tender or the performance of the Contract;
- in no way be provided to third parties.

The confidentiality obligations shall also be observed by Offerers that are not selected for performing the Contract.

UM will treat all information provided by the Offerer of which UM knows or should reasonably know that it is secret information of the Offerer, as strictly confidential.

Organizational changes

The Offerer shall state in writing with its Tender whether its business is currently undergoing, or will undergo within a relatively short period, i.e. within six months after the date of submission of the Tender, a merger, reorganization or other important organizational change. If this is the case, all rights and obligations of the Offerer in respect of this Tender Procedure will pass to the new organization.

Governing law and competent court

This tender procedure is governed by Dutch law.

Any dispute arising from or in response to this Tender Procedure shall be submitted to the competent court in the Limburg district.

Inconsistencies

This Tender Procedure with Appendices has been compiled with care. Should there nevertheless be inconsistencies and/or shortcomings in the texts, then the Offerer shall notify UM no later than seven (7) days before the closing date specified in the tab Planning.

The answers to questions given by UM in the Q&A-module can change, specify or supplement information regarding the Tender Procedure. In the event of an inconsistency between information in an answer in the aforementioned module and information regarding the Tender Procedure provided by UM elsewhere in Negometrix, the information in the answer will prevail.

Intellectual property

Subject to exceptions prescribed by law, nothing from this Tender Procedure may be reproduced (otherwise than for the purpose of this Tender Procedure) in print, photocopy, microfilm or otherwise, without the written consent of UM. This applies both to the whole of this Tender Procedure and to parts thereof.

Integrity

With a view to the integrity of the tender procedure, the assessment of the Tenders and the award of the Contract, the following guidelines apply to reduce the risk of a conflict of interest for UM.

The Offerer shall state with its Tender whether persons employed at UM hold an ancillary position at the Offerer. If this could lead to an undesirable (commercial) conflict of interest, this can be reason for exclusion of the Offerer from the tender procedure. Such a decision and the reasons for it will be communicated to the Offerer. If it turns out that a person in the employment of UM is holding a paid or unpaid ancillary position at the Offerer, or held such a position at the time of the tender procedure without UM having been informed of this prior to the conclusion of the Agreement, UM will be entitled to terminate the Agreement with immediate effect without notice of default being required.

The parties are expressly prohibited from making agreements within the framework of this tender procedure that limit the market operation.

Exclusion as a result of cessation or takeover

In the event that UM has information evidencing that an Offerer ceases its business operations or that its business is taken over, UM may decide to exclude this Offerer from participation in the procedure.

Irregular or unacceptable Tenders

If UM finds that a Tender is irregular or unacceptable, this Tender may be put aside and not be considered in the remainder of the procedure.

Equivalent

If standards, programmes, patents or types of, or a certain origin or production are referred to in this Tender Procedure, the Offerer shall read them with the addition "or equivalent".

Duty to provide proof of identity

The Contractor shall ensure that its personnel possess original identity documents, so that the Client can verify their identity and, in so far as the Client is obliged to do so pursuant to applicable legislation, can make copies of these identity documents for its own file. Any fines imposed on the Client as a result of non-compliance by employees of the Contractor with the duty to provide proof of identity, will be for the account of the Contractor.

Complaints handling

UM has set up an internal complaints committee. If an Offerer has a complaint about the procedure during the tender process or after the provisional award, it can make its complaint known by e-mail until seven (7) working days after the date of the provisional award. After expiry of this period, a complaint will not be taken up by the complaints committee.

The e-mail address is aanbestedingen-fs@maastrichtuniversity.nl.

The complaints committee consists of:

- Legal advisor;
- Head of procurement or purchaser Maastricht University (not substantively involved in the relevant Tender).

The Offerer will receive acknowledgement of receipt of the complaint and indication of the expected response period within five (5) Working Days. The expected response period is only an indication and no rights can be derived from it.

Complaints shall relate to the procedure followed and (alleged) errors in assessments. General comments or requests for clarification are answered in the Q&A-module.

Have you taken note of and do you agree to the above aspects?

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren	
1.5. Exclusion grounds, professional requirements and suitability requirements	0% (0%)	2 (2 KO's)	—

Suitability requirements

1.5.1. Requirements with regard to financial and economic strength

1. Offerer is not aware of possible claims and need not make investments during the period of the performance of the Agreement that can bring its business in such a position that its financial and economic strength or its continuity are put at risk.
2. The last issued audit opinion (or, where appropriate, review report or compilation report) does not contain a so-called 'continuity section'.
3. Offerer is adequately insured (professional liability insurance and/or third-party insurance) for the performance of the Contract and will, if the Agreement is concluded with it, remain adequately insured for the duration of the performance of the Contract(s), everything in conformity with the relevant provisions of the General Conditions.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

Professional requirements

1.5.2. Professional competence

The Offerer shall submit proof of registration in the professional register or the trade register in accordance with the regulations of the Member State where it has its registered office (in accordance with article 46 EC-Directive and article 2.98 Public Procurement Act). If the proof of registration does **not** show that the person or persons who has/have signed the Tender and the corresponding statements is/are authorised to legally represent the Offerer, this authority shall be proven by means of a power of attorney (see Appendix below). PLEASE NOTE!! The power of attorney shall be signed by a person who according to the aforementioned proof of registration is authorised to represent the Offerer.

If use is made of a power of attorney, it shall be completed, signed and uploaded.

Tender documenten:

 Power of Attorney v20181123 UK.docx 121 Kb [Download](#) | [Bekijk](#)

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Document evaluatie	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren
1.6. Model contact persons	0% (0%)	1 (1 KO's)

Model contactpersonen

1.6.1. Offerer shall complete the appended Model contact persons and upload it under this question.

Has Offerer fully completed and uploaded the Model contact persons?

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	<input checked="" type="checkbox"/>	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren
1.7. Programme of Requirements	100% (100%)	36 (10 KO's)

1.7.1. The software is an online collaboration platform and there is no installation required to use it.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	—	Nee	Ja	—	5(4,72%)	—	—	Offertefase

1.7.2. Describe configuration needed to get started.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.3. The paid license is available for all students, faculty and staff of the UM (no limitations on the number of users).

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.4. Each user can have an unlimited number of documents.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.5. An unlimited number of invited collaborators on any document can be added. Describe any alternatives if number is not unlimited.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.6. People from outside the UM can collaborate on UM-documents using all the functionality available to UM-users. If not having full functionality for non-UM users, describe the limitations.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.7. A document can be shared through a hyperlink (for viewing and/or editing).

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.8. A user can create/edit documents with or without a template. If not possible, describe the alternative.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.9. A user can create/edit documents writing pure LaTeX.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.10. Users (less experienced in LaTeX) can edit documents using a WYSIWYG editor. Please give more information about the WYSIWYG editor in place.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.11. Multiple possibilities to export documents. At least to .pdf and .tex are required, but please provide all possible formats.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.12. LaTeX templates can be hosted by UM webservers, but they can be easily integrated in the software. Please provide insight how this can be done in your software.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.13. There is a chat box functionality within the editing window to chat with collaborators while editing. Please provide detailed information about this functionality.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.14. It is possible to suggest changes inline and/or highlight a text to mark for change by an editor. Please specify the functionality or any alternative the software provides.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.15. Real-time tracking of all changes is possible.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.16. Real-time preview and error handling of LaTeX documents: projects are compiled automatically. Describe how this process works within your software.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.17. You can edit one document with multiple collaborators at the same time.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.18. The LaTeX-source and output can visible side-by-side

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.19. Full project history view: It is possible to see all changes made and who made them for the life of the project, with ability to revert to any past changes. Describe how this works in your software.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.20. Integration with Zotero and Mendeley is possible. Please provide how the software has implemented this.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	1(0,94%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.21. Using (exports of) EndNote libraries is possible. Please provide how the software has implemented this.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	3(2,83%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.22. Advanced reference search is available. Please specify how this works in your software.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	1(0,94%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.23. GitHub integration (2-way sync) is available

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.24. Direct submissions to online journals is possible. Describe how this process works within your software.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.25. Extensive training material (e.g. how-to's, guides, videos) are available, please elaborate on or quantify.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.26. There is a free support desk available to answer questions from students, faculty and staff about the platform, templates or LaTeX itself. Please describe your online support process.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.27. Implementation should be possible within a month.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

1.7.28. Authentication through SURFconext, or a SAML interface using the UM identity provider with ADFS technology is possible and available.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.29. There is no user administration necessary at university level. Signing in should happen with SURFconext or similar technique.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.30. Administrative dashboard with metrics and analytics on platform use, users, projects, internal/external collaborations and submissions is available for institutional admin users. Please give provide detailed information on what institutional admins have available regarding this kind of statistics.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.31. Describe the size of the current user base with free or payed accounts, who have registered to your software using a Maastricht University identity, e.g. a Maastricht University email address

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.32. The current projects and documents of online LaTeX tools belonging to UM staff and students have to be migrated or upgraded to the new campus license of the online software. Please describe how this can be done (migration plan including number of steps to be taken) and give an explanation of the effort necessary.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.33. When leaving the university, students, teachers and researchers are able to maintain their online documents and projects based on a personal license of free version of the software. If possible to do so, please describe the steps necessary to do this.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.34. Current UM templates, UM course material and other UM documentation using LaTeX templates, documents or documentation have to be adapted to the new campus license of the online software. Please describe how this can be done (migration plan including number of steps to be taken) and give an explanation of the effort necessary.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.35. Describe the size and extend of usage of your (payed) license base at other Dutch universities.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Open vragen	—	0,00	10,00	Rapportcijfer	5(4,72%)	<input checked="" type="checkbox"/>	—	Offertefase

1.7.36. The system is GDPR compliant according to EU law.

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

	Naam van vragengroep		Aantal vragen	Gebruikers die vragengroep beheren
1.8.	General conditions	0% (0%)	1 (1 KO's)	—

General conditions

1.8.1. The Offerer shall accept the General Conditions referred to below, provided that it can place a question or comment about the attached General Conditions in the Q&A-module, as described in the aforementioned module.

Acceptance of the General Conditions is a requirement. Tenders that do not meet this requirement are put aside.

Does the Offerer declare to agree to these General Conditions?

Tender documenten:

 ARBIT 2018 UK.pdf 482 Kb [Download](#) | [Bekijk](#)

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

	Naam van vragengroep		Aantal vragen	Gebruikers die vragengroep beheren
1.9.	Agreement	0% (0%)	2 (2 KO's)	—

Overeenkomst

1.9.1. The Offerer shall accept the Agreement, provided that it can place a question or comment about the attached draft Agreement in the Q&A-module, as described in the aforementioned module.

Acceptance of the definitive Agreement (this is the draft Agreement supplemented with any additions or changes by means of the answers in the Q&A-module) is a requirement. Tenders that do not meet this requirement are put aside.

Do you accept the definitive Agreement?

Tender documenten:

 Model_IT_ARBIT_2018.docx 178 Kb [Download](#) | [Bekijk](#)

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase


Processing Agreement

1.9.2. The Offerer shall accept the Processing Agreement, provided that it can place a question or comment about the attached draft Processing Agreement in the Q&A-module, as described in the aforementioned module.

Acceptance of the definitive Processing Agreement (this is the draft Processing Agreement supplemented with any additions or changes by means of the answers in the Q&A-module) is a requirement. Tenders that do not meet this requirement are put aside.

Do you accept the definitive Processing Agreement?

Tender documenten:

 Verwerkersovereenkomst UM EN v3.2-protected.docx 200 Kb [Download](#) | [Bekijk](#)

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

Naam van vragengroep	Aantal vragen	Gebruikers die vragengroep beheren
1.10. invoicing Instruction	0% (0%)	1 (1 KO's)


Instructie facturatie

1.10.1. The Offerer shall accept the invoicing instruction, provided that it can place a question or comment about the attached invoicing instruction in the Q&A-module, as described in the aforementioned module.

Acceptance of the invoicing instruction is a requirement. Tenders that do not meet this requirement are put aside.

Does the Offerer declare to agree to this invoicing instruction?

Tender documenten:

 Instructie facturatie v20210722.docx 127 Kb [Download](#) | [Bekijk](#)

Type	KO	Min	Max	Eenheid	Gewicht (Kwaliteitspercentage)	Evaluatie	Aanbieder toestaan bijlage(n) toe te voegen	Alleen gesteld in
Ja / Nee	<input checked="" type="checkbox"/>	Nee	Ja	—	0(0%)	—	—	Offertefase

Association Statement

If one or more of the Combinants of an Association withdraw(s) from the Association after award of the Contract, the other Combinants of the Association shall ensure compliance with all obligations entered into. This means, among other things, that resources, experience, sales and/or competencies similar to those the Association relied on during the selection, must remain available for the performance of the Agreement.

Why the Association is formed:

--

How is coordination within the Association organized:

--

Verdeling werkzaamheden

Name member 1 Main contractor:	
Address:	
Name authorized person:	
Function authorized person:	
Signature:	
Description of work:	

Name member 2:	
Address:	
Name authorized person:	
Function authorized person:	
Signature:	
Description of work:	

Name member 3:	
Address:	
Name authorized person:	

Function authorized person:	
Signature:	
Description work:	

Statement reliance on Subcontractors

If use is made of services of Subcontractors state division of work:

Name Subcontractor:	
Adress:	
Description of use of Subcontractor:	

Name Subcontractor:	
Adress:	
Description of use of Subcontractor:	

Name Subcontractor:	
Adress:	
Description of use of Subcontractor:	

Name Subcontractor:	
Adress:	
Description of use of Subcontractor:	

Offerer shall ensure compliance with all obligations entered into.

Power of Attorney

The Offerer:

Name Offerer :

Address :

Represented by

Name :

Function :

declares

Name :

Function :

Is authorised to legally represent the Offerer regarding European procurement NAME and is authorized to sign all corresponding statements in this Tender.

Place :

Date :

Signature :

**IT Contract UM
concerning**

<description of the r

The undersigned:**Maastricht Univers**

Maastricht, The Neth

as: "Contracting Au

Instructie:

- Teksten/bepalingen waar '<OPTIONEEL>' voor staat, zijn optioneel.
- Indien bij de Overeenkomst persoonsgegevens worden verwerkt, dient tegelijkertijd ook een Bewerkerovereenkomst te worden gesloten (vraag JZ om een dergelijke overeenkomst). Onderaan deze overeenkomst is onder 'Bijlage(n)' de Bewerkerovereenkomst genoemd. Indien er geen Bewerkerovereenkomst gesloten is, dan dit verwijderen.

N.B. Bij gebruik van de overeenkomst, deze instructie

red to

and

[name Counterparty], having its registered office at [address], herein legally represented by [name], [title] (hereinafter referred to as: "Counterparty")

Whereas:

Organisation and objective of the Contracting Authority

- a) the Contracting Authority is responsible for <description of the organisation of the Contracting Authority, in so far as relevant to the Contract>;
- b) in performing its duties the Contracting Authority needs <description of the Contracting Authority's objectives in entering into the Contract with the Other Party>;

Course of the contract award procedure

- c) in connection with the recitals at a and b above, the Contracting Authority initiated a procedure to award a contract for <description of Deliverable> by means of <nature of the procedure>;
- d) a tender notice was sent by or on behalf of the Contracting Authority to the Supplement to the Official Journal of the European Union (hereinafter referred to as the Official Journal) on <date> and has been published under number <S number>;
- e) <description of the remainder of the procurement process, depending of the nature of contract award procedure>;
- f) the Contracting Authority awarded the Contract to the Other Party on <date>.

CONTENTS

Article 1. Definitions	3
Article 2. Subject of the Contract	3
Article 3. Contacts and reporting	4
Article 4. Entry into force and term of the Contract	4
Article 5. Delivery and Completion	4
Article 6. Acceptance	5
Article 7. Fee	6
Article 8. Invoicing, indebtedness and payment	8
Article 9. General and special terms and conditions	9
Article 10. Other provisions	9
Schedule: Specifications	11
Schedule: Contacts	12
Schedule: Terms and Conditions	13
Schedule: Service Level Agreement (SLA)	14
Schedule: Bank Guarantee	15
Schedule: Acceptance Procedure	16
Schedule: Model Timesheets	16
Schedule: Delivery-on-Demand Procedure	16
Schedule: Data Processing Agreement (ARBIT 2018)	16

Agree as follows:

Article 1. Definitions

A number of terms in this Contract are written with initial capitals. These terms are defined in article 1 of General Purchasing Conditions for IT Contracts of Maastricht University 2018, consisting of the ARBIT-2018 together with the Cover Page (hereinafter: the "General Conditions").

Article 2. Subject of the Contract

2.1 The Parties hereby conclude a Contract under which the Other Party undertakes, in consideration of the Fee referred to in article 7, to provide the Deliverable described in the Specifications, which basically consists of:

- delivery of the Product(s):

Serial number	Subject	Number
A1	<Products>	

- performance of the Public Service Contract(s):

Serial number	Subject	Number
B1	<consultancy services, Implementation, Installation, support, development of Custom Software, Secondment, Maintenance, other Public Service Contracts>	

- granting of one or more Licences:

Serial number	Subject	Number
C1	<'Unrestricted Licence to ' or if agreed otherwise: 'Notwithstanding the provisions of article 43.2 (d), the scope of the Licence is restricted to ... ' (for example the organisation or part of the organisation entitled to the Licence, number of users, locations, transactions, systems, etc.)>	

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

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

1. this document;
2. the General Conditions (Terms and Conditions Schedule);
3. the Specifications (Specifications Schedule);
4. the other Schedules;
5. the tender of <date>, reference (<reference>), submitted by the Other Party to the Contracting Authority.

2.3 <OPTIONAL> There is an interrelationship as referred to in article 30.5 of the General Conditions between this Contract and <title and reference of contract>.

Article 3. Contacts and reporting

3.1 The persons who liaise on behalf of the parties in relation to the performance of the Contract are listed in the Contacts Schedule.

3.2 The Other Party will report *<period>* on how the Contract is being performed. This report will at least comprise: *<subject of the report>*.

Article 4. Entry into force and term of the Contract

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

4.2 *<OPTIONAL in the case of fixed-term Contracts>* The Contract has a term of *<term>* and will end on *<date>*.

4.3 *<OPTIONAL in the case of fixed-term Contracts>* The Contracting Authority may renew the Contract on the same terms and conditions for a period of *<period>*. If the Contracting Authority wishes to exercise this right, it will give written notice of this to the Other Party no later than *<number>* months before the end of the term referred to in article 4.2.

4.4 *<OPTIONAL in the case of open-ended Contracts>* The Contracting Authority may terminate the Contract by giving notice. If it wishes to exercise this right, it will give *<number>* month's/months' notice of termination to the Other Party.

Article 5. Delivery and Completion

In the case of Products

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

Serial number	Subject	Delivery address	Delivery date
A1	Products		<i><date of X days after demand in accordance with Delivery-on-Demand Procedure Schedule></i>

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

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

Serial number	Subject	Manner of Completion	Address and date
B1	Consultancy Services	<i><...></i>	<i><address, date></i>
B2	Development of Custom Software	<i><provision of copies of the Object and Source Code></i>	<i><address, date></i>

B3	Secondment	<provision of Staff as evidenced by monthly submission of timesheets retrospectively>	<address, date>
B4	Support	<...>	<address, date>
B6	Other Public Service Contracts	<provision of copies>	<address, date>
C1	Licences (to Standard Software)	<provision of copies>	<address, date>

5.3 <OPTIONAL in the case of Standard Software with a right to the Source Code> In those cases in which the Other Party has undertaken to make the Source Code available to the Contracting Authority, the latter will on request be immediately supplied with a copy of the most recent version of the Source Code.

Article 6. Acceptance

6.1 The acceptance of the Deliverable will take place as follows:

Serial number	Subject	Acceptance	Deadline for communication of Acceptance or non-Acceptance
A1	Products	<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>	<30 days after Delivery (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >
B1	Consultancy Services	<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>	<30 days after Delivery (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >
B2	Development of Custom Software	<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>	<30 days after Delivery (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >
B3	Secondment	<Approval of the timesheets submitted in accordance with the	<30 days after receipt of the timesheet>

		<i>model included in the Model Timesheets Schedule (article 5.2)></i>	
B4	Support	<...>	<...>
B5	Maintenance	<In accordance with the provisions of the Service Level Agreement Schedule>	<In accordance with the provisions of the Service Level Agreement Schedule>
B6	Other Public Service Contracts	<...>	<30 days after Completion (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >
C1	Licences (to Standard Software)	<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>	<30 days after Delivery (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >
	<Combination of the above Deliverables, in which case Acceptance is dependent on the operation of the whole>	<manner of Acceptance whether or not after performance of Acceptance Procedure (see Acceptance Procedure Schedule)>	<30 days after Delivery (11.1 General Conditions)> <OPTIONAL a different term as referred to in article 11.4 General Conditions >

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

Article 7. Fee

7.1 The Parties agree the following Fee:

Serial number	Subject	Price	Price incl. VAT
A1	The Fee for the Product to be delivered is:	<fixed total price or price per Product>	<fixed total price or fee per Product>
B1	The Fee for the consultancy work is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>

B2	The Fee for the development of Custom Software is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
B3	The Fee for the Secondment is	<hourly rate or other fee criterion>	<hourly rate or other fee criterion>
B4	The Fee for the support is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
B5	The Fee for the Maintenance is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
B6	The Fee for <other Public Service Contracts> is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
C	The Fee for the licence is:	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
	<Combination of the above deliverables giving a fixed total price> The Fee for the Deliverable is	<fixed total price or other fee criterion>	<fixed total price or other fee criterion>
Total Fee		<Enter Fee>	

7.2 <OPTIONAL> After <date> the Fee may be adjusted once a year on <date> by a percentage not exceeding the price index published by Statistics Netherlands for hourly rates of pay including special remuneration established under collective labour agreements in the business services sector. The figure for the previous month <month> will be used, with the figure for <month, year> being set at 100%. Proposed rate changes must be submitted to the client's contract manager, email contractbeheer-fs@maastrichtuniversity.nl, at least two months before the commencement date of this change, in writing and with reasonable substantiation. If the contractor fail to do so, there will be no price change for the year in question.

7.3 <OPTIONAL in the case of a Maintenance Contract> If the Deliverable does not meet the agreed service levels owing to a failure imputable to the Other Party, the Fee will be subject to a discount in accordance with the following table:

Service levels	Criterion	Discount
<service level1>	<criterion>	<discount>
<service level2>	<criterion>	<discount>

7.4 <OPTIONAL> If Completion or Delivery of the Deliverable does not take place on the agreed date owing to a failure imputable to the Other Party, an amount of <amount> will be

deducted from the Fee for every day that the delay in Completion or Delivery continues, up to a maximum of *<amount>*.

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

Article 8. Invoicing, indebtedness and payment

8.1 The Fee is owed from:

Serial number	Subject	Time of indebtedness
X	Subject of art. 7	<i><date or moment or after Acceptance></i>

8.2 An invoice should contain the following information:

- date of invoice
 - amount of the Fee
 - VAT owed
 - contract number
 - commitment number
- <OPTIONAL other invoice requirements>*

8.3 The Other Party must submit invoices electronically in the manner prescribed in the Specifications to crediteuren-efactuur@maastrichtuniversity.nl.

OR

8.3 *<OPTIONAL>* Notwithstanding the provisions of article 14.2 of the General Conditions, the Other Party will send the invoice containing the particulars referred to in article 8.2 to:

Maastricht University
Attn. Finance, Crediteurenadministratie
Postbus 616
6200 MD Maastricht

8.4 *<OPTIONAL in the case of a Maintenance Contract>* Notwithstanding the first sentence of article 11.1 of the General Conditions, the Contracting Authority will pay for the Maintenance annually in advance in accordance with the provisions of the Service Level Agreement Schedule. The provisions of article 16 of the General Conditions do not apply.

8.5 *<OPTIONAL If an amount is paid as an advance to the Other Party and security is required in exchange>* The Contracting Authority will pay to the Other Party prior to Acceptance an advance of *<amount>*. This concerns the amounts referred to under serial number(s) *<serial number(s)>* in the table in article 8.1.

<OPTIONAL> The Other Party will provide security for this amount by means of a bank guarantee (Bank Guarantee Schedule).

Article 9. General and special terms and conditions

9.1 Any general and special terms and conditions of the Other Party or of third parties used by the Other Party in performing the contractual obligations in relation to the Deliverable do not apply.

9.2 <OPTIONAL where Licences to Standard Software are acquired> Notwithstanding article 9.1 and without prejudice to the provisions of article 2.2, the licence conditions of the Other Party or of third parties used by the Other Party in performing the contractual obligations in relation to the Deliverable also apply if and in so far as:

- their applicability is not excluded in the Specifications;
- (a) the Other Party has expressly stipulated that they should apply; (b) a copy of the relevant licence conditions has been attached to the Tender, and (c) such licence conditions form an explicit part thereof; and
- the Agreed Use is not thereby excluded or restricted; and
- the Other Party can demonstrate that the rights of the Contracting Authority under the Contract will not be reduced or its obligations under the Contract become unreasonably onerous as a result thereof.

9.3 The acceptance of standard or special terms required for the use of the Deliverable such as shrink-wrap and click-wrap licences is not binding on the Contracting Authority. The Other Party guarantees to the Contracting Authority that such acceptance will not restrict the Agreed Use in any way.

9.4 A copy of the Terms and Conditions is appended to the Contract.

Article 10. Other provisions

10.1 <OPTIONAL> Articles 22.1, 22.2 and 22.4 of the General Conditions do not apply. The Other Party may replace persons charged with implementing the Contract. The Contracting Authority may not refuse the replacement Staff.

10.2 <OPTIONAL> The Parties agree, as the occasion arises, to exclude application of the deemed employment relationship of homeworkers or persons treated as such as referred to in articles 2b and 2c of the Salaries Tax Implementation Decree 1965 and articles 1 and 5 of the Working Relationship (Designation as Employment) Decree (Decree of 24 December 1986, Bulletin of Acts and Decrees 1986, no. 655).

10.3 <OPTIONAL additional provisions specifically related to the contract>

Done on <date> and signed in duplicate by:

For Contracting Authority	For Counterparty
----------------------------------	-------------------------

Name: Title: Date:	Name: Title: Date:

Schedule: Specifications

<insert Specifications>

Schedule: Contacts*Contracting Authority*

The *<position>*, currently *<name>*, is authorised to bind the Contracting Authority in so far as the performance of the Contract is concerned.

Other Party

The *<position>*, currently *<name>*, is authorised to bind the Other Party in so far as the performance of the Contract is concerned.

Schedule: Terms and Conditions

<Insert Terms and Conditions>

Schedule: Service Level Agreement (SLA)

The SLA forms part of the Maintenance Contract and defines the agreed service level. To ensure that the SLA is in keeping with the Terms and Conditions, the main service levels for the Deliverable must be included in the Contract. Important service levels are in any event those for which a discount may be deducted from the Fee in accordance with article 7.3. Finally, the following terms from article 68 of the ARBIT should be used in the SLA:

Corrective Maintenance: the tracing and resolution by the Other Party of Faults reported by the Contracting Authority or Faults that have otherwise become known to the Other Party.

Repair Time: the periods, expressed in Service Hours, between the moment when a Fault is reported to the Other Party and the moment it is resolved.

Innovative Maintenance: the provision by the Other Party to the Contracting Authority of New Versions or newly developed parts of Products and/or new Documentation.

Preventive Maintenance: measures taken by the Other Party to prevent Faults and related forms of service.

Response Time: the time within which the Other Party (or Staff of the Other Party) must adequately respond to a report by the Contracting Authority of a Fault and other requests of the Contracting Authority for service.

Service Levels: requirements such as Response Times and Repair Times included in the Contract in respect of Maintenance and other agreed forms of service.

Service Hours: hours that fall within the agreed service period.

Fault: a technical problem that occurs when using the Deliverable

Schedule: Bank Guarantee

Model of a bank guarantee as referred to in article 16 of the General Conditions

The undersigned

<full name and legal form of the credit institution>, which has its registered office in *<place>*,
represented by *<signatory's name and position>*,

whereas:

Maastricht University, having its registered office at Minderbroedersberg 4-6, 6211 LK Maastricht,
The Netherlands, herein legally represented by [name], [title] (hereinafter referred to as:
"Contracting Authority");

concluded a Contract on *<date of Contract>* with:

<contractor's full name and legal form>, which has its registered office in *<place>*,
hereinafter referred to as the Other Party,

to perform *<description of the Deliverable>*, referred to below as 'the Contract', and that the
Contracting Authority will pay an advance on the Fee to the Other Party,

hereby gives the Contracting Authority an irrevocable undertaking:

to promptly pay to the Contracting Authority as its own debt – merely upon receipt of a written
notice from the Contracting Authority that the Other Party has failed to perform any obligation
under the Contract and has failed to repay the advance – whatever amount the Contracting
Authority declares that it is entitled to claim from the Other Party in this respect, up to an amount
not exceeding € *<amount of advance>*, plus the statutory interest on that amount calculated from
the day of the Other Party's failure up to the moment of full and final payment of the amount.

This bank guarantee will lapse if it has been received back by the undersigned.

This bank guarantee is governed by the law of the Netherlands. Disputes will be referred
exclusively to the competent court in the district of The Limburg.

Thus signed in *<place>*,

on *<date>*,

<signature of credit institution>

Schedule: Acceptance Procedure

Schedule: Model Timesheets

Schedule: Delivery-on-Demand Procedure

Schedule: Data Processing Agreement (General Conditions)

Data processing agreement Maastricht University

This data processing agreement is based on the Model Processor Agreement, version 2.0, SURF Legal Standards Framework (Cloud) services, licensed under a Creative Commons Attribution 4.0 International. SURF is the ICT cooperation organization of Dutch higher education and research.

The changes in relation to the Model Processor Agreement, version 2.0, SURF Legal Standards Framework (Cloud) services can be found in Annex D.

Version: 3.2

THE UNDERSIGNED:

Maastricht University, more specifically **department/faculty**, having its registered office at Minderbroedersberg 4-6 (6211 LK) in Maastricht, Chamber of Commerce number 50169181, hereby on behalf of the chairman of the Executive Board duly represented by **representative**, hereinafter to be referred to as "**Controller**";

And

name of supplier, having its registered office at **address** (**postal code**) in **city**, Chamber of Commerce number **CoC number**, hereby duly represented by **representative**, hereinafter to be referred to as "**Processor**";

Referred to hereinafter jointly as the "**Parties**" and individually as the "**Party**";

WHEREAS:

- On **click for date** the Parties concluded an agreement with reference **reference of the agreement** concerning **subject of agreement**. In performance of the agreement, the Processor processes Personal Data on behalf of the Controller;
- Within the context of the performance of the Agreement, **name of supplier** is deemed a Processor within the meaning of the GDPR and Maastricht University is deemed a Controller within the meaning of the GDPR;
- The Parties want to treat the Personal Data that are or will be processed for the performance of the Agreement with due care and in accordance with the GDPR and other Applicable Legislation;
- In accordance with the GDPR and other Applicable Legislation, the Parties want to lay down their rights and obligations in respect of the Processing of the Data Subjects' Personal Data In Writing in this Processor Agreement.

AGREE AS FOLLOWS:

CLAUSE 1. DEFINITIONS

The capitalised terms used in this Processor Agreement have the meaning given in this article. Where in this Data Processing Agreement terms are employed that correspond with definitions from Article 4 GDPR, these terms shall be assigned the meaning of the terms in the GDPR. Where the singular is used in the definition in this article, this is understood to include the plural, and vice versa, unless otherwise is explicitly indicated or shown by the context.

1.1 **GDPR:** 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).

1.2 **Annex:** an annex to this Data Processing Agreement, which forms an integral part of this Data Processing Agreement.

1.3 **Sensitive Personal Data:** Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, and genetic data, biometric data for the purpose of uniquely identifying a natural person, or data concerning health or data concerning a natural person's sex life or sexual orientation, as referred to in Article 9 GDPR.

1.4 **Service:** the service(s) to be provided by the Processor to the Controller based on the Agreement.

1.5 **Employee:** the employees and other persons engaged by the Processor for whose activities it is responsible and who are engaged by the Processor for the performance of the Agreement.

1.6 **Agreement:** the agreement concluded between the Controller and the Processor and on the basis of which the Processor processes Personal Data for the Controller for the purpose of the performance of this agreement.

1.7 **PIA:** the data protection impact assessment (privacy impact assessment) performed prior to the Processing in respect of the impact of the intended processing activities on the protection of the Personal Data, as referred to in Article 35 GDPR.

1.8 **In Writing:** laid down in writing or by electronic means, as referred to Article 6:277a of the Dutch Civil Code.

1.9 **Sub-processor:** another processor, including but not limited to group companies, sister companies, subsidiaries and auxiliary suppliers, engaged by the Processor to perform specific processing activities at the Controller's expense.

1.10 **Applicable legislation:** the applicable legislation and regulations and/or (further) treaties, regulations, directives, decrees, policy rules, instructions and/or recommendations from a competent public body concerning the Processing of Personal Data, also including future amendments of and/or supplements thereto, including the GDPR and including laws of the Member States implementing the GDPR and the Telecommunications Act.

1.11 **Data Processing Agreement:** the present agreement including Annexes, as referred to in Article 28(3) GDPR

1.12 **Processing:** any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, as referred to at Article 4 at 2) GDPR.

CLAUSE 2. SUBJECT OF THE PROCESSOR AGREEMENT

2.1 The Data Processing Agreement forms a supplement to the Agreement and replaces any arrangements agreed earlier between the Parties in respect of the Processing of Personal Data. In the event of any conflict between the provisions of the Data Processing Agreement and the Agreement, the provisions of the Data Processing Agreement prevail. In the event of inconsistencies between the provisions of the Data Processing Agreement and the Annexes, the provisions of the Data Processing Agreement shall prevail, unless higher requirements are set in the Annex with regard to the Processing by the Processor.

2.2 The general provisions from the Data Processing Agreement apply for all Processing in the performance of the Agreement. The Processor shall immediately notify the Controller if the Processor has reason to assume that the Processor can no longer comply with the Data Processing Agreement.

2.3 The Controller shall give the Processor assignments and instructions for processing the Personal Data on behalf of the Controller. The Controller's instructions are described in more detail in the Data Processing Agreement and the Agreement. The Controller may issue reasonable supplementary or deviating instructions In Writing.

2.4 The Processor shall process the Personal Data exclusively on assignment from the Controller and on the basis of instructions from the Controller. The Processor shall exclusively process the Personal Data in so far as the processing is necessary for the performance of the Agreement, and never for

any other purposes, unless applicable Union law or provisions of Member State law oblige the Processor to perform Processing. In that event, the Processor shall notify the Controller of this provision In Writing prior to the Processing, unless that legislation prohibits such notification for serious reasons of public interest.

2.5 The Processor and the Controller shall comply with the GDPR and other Applicable Legislation. The Processor shall immediately notify the Controller if, in the opinion of the Processor, an instruction from the Controller breaches the GDPR and/or other Applicable Legislation.

2.6 If the Processor determines the purpose and means of the Processing of Personal Data in violation of the Processor Agreement and/or the GDPR and/or other Applicable Legislation, the Processor is deemed to be the Controller for that Processing.

CLAUSE 3. PROCESSING OF PERSONAL DATA

Prior to the conclusion of the Data Processing Agreement, the Parties shall fully and truthfully complete Annex A regarding the Processes that the Processor performs for the performance of the Agreement. Processor is only entitled to perform the Processing specified in Annex A.

CLAUSE 4. PROVIDING ASSISTANCE AND COOPERATION

4.1 The Processor shall provide the Controller with all necessary assistance and cooperation in complying with the obligations borne by the Parties on the basis of the GDPR and other Applicable Legislation. The Processor shall provide the Controller with assistance in any event in respect of:

- i. Protection of Personal Data;
- ii. Performance of verifications and audits;
- iii. Performance of PIAs;
- iv. Prior consultation with the Supervisory Authority;
- v. Compliance with requests from the Supervisory Authority or another public body;
- vi. Compliance with requests from Data Subjects;
- vii. Reporting Personal Data Breaches.

4.2 Providing assistance and cooperation in respect of compliance with requests from Data Subjects is understood to include, but is not limited to, the following obligations for the Processor:

4.2.1 The Processor shall take all reasonable measures to ensure that the Data Subject can exercise his rights.

4.2.2 If, in relation to the exercise of his rights, a Data Subject contacts the Processor directly, the Processor shall not (substantively) respond - unless expressly instructed otherwise by the Controller - but shall immediately report this to the Controller, with a request for further instructions.

4.2.3 If the Processor offers the Service directly to the Data Subject, the Processor is obliged to inform the Data Subject on behalf of the Controller about the Processing of the Data Subject's Personal Data in a manner that is in accordance with the Data Subject's rights.

4.3 Providing assistance and cooperation in respect of compliance with requests from the Supervisory Authority or another public body is understood to include, but is not limited to, the following obligations for the Processor:

4.3.1 If the Processor receives a request or order concerning Personal Data from a Dutch and/or foreign public body, including but not limited to a request from the Supervisory Authority, the Processor shall immediately notify the Controller in so far as this is permitted

by law. When handling the request or order, the Processor shall observe all of the Controller's instructions and provide to the Controller all reasonably required cooperation.

4.3.2 If the Processor is prohibited by law from complying with its obligations on the basis of Clause 4.3.1, the Processor shall promote the Controller's reasonable interests. This is understood to include, but is not limited to:

4.3.2.1 The Provider shall procure a legal assessment of the extent to which (i) the Processor is required by law to comply with the request or order; and (ii) the Processor is in fact prohibited from complying with its obligations to the Controller based on Clause 4.3.1.

4.3.2.2 The Processor shall only cooperate with the request or order if the Processor is required by law to do so, and the Processor shall object where possible (by legal action) to the request or order or the injunction against informing the Controller in this respect or against following the Controller's instructions.

4.3.2.3 The Processor shall not provide any more Personal Data than strictly necessary to comply with the request or order.

4.3.2.4 If there is transfer within the meaning of Clause 9, the Processor shall investigate the possibilities for complying with Articles 44 through 46 GDPR.

CLAUSE 5. ACCESS TO PERSONAL DATA

5.1 The Processor shall limit access to Personal Data by Employees, Sub-processors, Third Parties and other Recipients of Personal Data to a necessary minimum.

5.2 The Processor shall exclusively provide access to Employees who must have this access to Personal Data in the performance of the Agreement. The categories of Employees are specified in Annex A.

5.3 The Processor shall not provide Sub-processors access to Personal Data without previous general or specific consent In Writing from the Controller. General consent In Writing for the engagement of Sub-processors is only given if this is expressly included in Annex A. Specific consent In Writing for the engagement of Sub-processors is only given to Sub-processors who are specified in Annex A.

5.4 The Processor shall notify the Controller in the event of general consent In Writing for the engagement of Sub-processors no later than three (3) months before the intended changes in respect of the addition, replacement or change in Sub-processor(s), In Writing, offering the Controller the possibility of objecting to these changes. The Parties will subsequently enter into negotiations.

5.5. The Controller's general or specific consent for the engagement of Sub-processors does not prejudice the Processor's obligations ensuing from the Data Processing Agreement, including but not limited to Clause 9. The Controller may withdraw its general or specific consent In Writing for the engagement of Sub-processors if the Processor does not satisfy or no longer satisfies the obligations under the Data Processing Agreement, the GDPR and/or other Applicable Legislation.

5.6 At the Controller's first request, the Processor shall provide to the Controller a list of the Sub-processors engaged by the Processor.

5.7 The Processor shall impose the obligations included in the Processor Agreement on the (legal) persons engaged by the Processor, including but not limited to Employees and/or Sub-processors (hereinafter: 'Engaged (legal) persons'). The Processor shall ensure that the Engaged (legal) persons

comply with the obligations included in the Data Processing Agreement by means of an agreement In Writing. Upon Controller's first request, the Processor shall provide the Controller with a copy of the aforementioned agreement In Writing.

5.8 The Processor shall immediately notify the Controller In Writing if the Processor and/or Engaged (legal) persons act in breach of the Data Processing agreement and/or of the Agreement concluded with the Processor as referred to in Clause 5.7.

5.9 In respect of the Controller, the Processor remains fully responsible and fully liable for compliance by the Engaged (legal) persons, with the obligations ensuing from the GDPR and/or other Applicable Legislation and the obligations ensuing from the Agreement and the Data Processing Agreement.

CLAUSE 6. SECURITY

6.1 The Controller classifies the risk of the Processing by Processor in order to assess which technical and organizational measures must be taken by the Processor. The risk classification is included in Annex B.

6.2 The Processor shall take appropriate technical and organisational measures to safeguard a level of security attuned to the risk, so that the Processing complies with the requirements under the GDPR and other Applicable Legislation, and the protection of the rights of Data Subjects is safeguarded. To this end, the Processor shall take at least the technical and organisational measures included in Annex B. If the technical and organizational measures taken by the Processor do not, in the view of the Controller, guarantee the desired level of security, then the Processor will take additional measures to fulfill the obligations of this clause.

6.3 In the assessment of the appropriate level of security, the Processor shall take into account the state of the art, the costs of execution, as well as the nature, scope, context and the processing objectives, and the risks varying in terms of probability and seriousness to the rights and freedoms of individuals, especially as a result of the accidental or unlawful destruction, loss, alteration or unauthorised provision of or unauthorised access to data that is transferred, stored or otherwise processed

6.4 The Processor shall lay down its security policy In Writing. At the Controller's request, the Processor shall allow the Controller to inspect the Processor's security policy.

6.5 The Processor shall inform the Controller immediately if one of the security measures taken is altered in such a way that a negative effect on the security level can be expected. The Controller shall be given an opportunity to object to these changes. If the Controller does so, the Parties shall enter into negotiations regarding this change.

CLAUSE 7. AUDIT

7.1 The Processor is obliged to periodically have an independent, external expert perform an audit in respect of the Processor's organisation, in order to demonstrate that the Processor complies with the provisions of the Agreement, the Processor Agreement, the GDPR and other Applicable Legislation.

7.2 The Processor shall perform a periodic audit as referred to in Clause 7.1 at least once every two years. If Sensitive Personal Data are processed, the Processor shall perform a periodic audit as referred to in Clause 7.1 at least once every year.

7.3 The Processor is only not required to perform a periodic audit as referred to in Clause 7.1 if the Processor exclusively processes Personal Data with a low risk and it is expressly laid down in Annex

A that the Processor is not required to perform a periodic audit. Whether there is a low risk is determined, in accordance with Clause 6.1, by the Controller.

7.4 At the Controller's request, the Processor is obliged to make the findings of the independent, external expert available in the form of a statement in which the expert gives an opinion on the quality of the technical and organisational security measures taken by the Processor in respect of the Processing conducted by the Processor on behalf of the Controller.

7.5 At its request, the Controller has the right to have an audit in respect of the Processor's organisation performed by a (legal) person authorised by the Controller, in order to demonstrate that the Processor complies with the provisions of the Agreement, the Processor Agreement, the GDPR and other Applicable Legislation and Regulations concerning the Processing of Personal Data.

7.6 The costs of the periodic audit are at the expense of the Processor. The costs of the audit at the Controller's request are at the Controller's expense, unless the findings of the audit show that the Processor has failed to comply with the provisions from the Agreement and/or the Processor Agreement and/or the GDPR and/or other Applicable Legislation and Regulations concerning the Processing of Personal Data. This provision does not prejudice the Controller's other rights, including the right to damages.

7.7 If it is established during an audit that the Processor has failed to comply with the provisions of the Agreement and/or the Data Processing Agreement and/or the GDPR and/or other Applicable Legislation, the Processor shall immediately take all measures that are reasonably necessary to ensure the Processor's compliance with these as yet. The accompanying costs are at the Processor's expense.

CLAUSE 8. PERSONAL DATA BREACH

8.1 Without unreasonable delay and no later than within 24 hours after discovery, the Processor shall notify the Controller of a Personal Data Breach or a reasonable suspicion of a Personal Data Breach. The Processor shall notify the Controller via the Controller's contact and contact details included in Annex A and at least regarding what is included in Annex C. The Processor warrants that the information provided is complete, correct and accurate.

8.2 If and in so far as it is not possible for the Processor to simultaneously provide all of the information from Annex C, the information may be provided to the Controller step-by-step without unreasonable delay and no later than within 24 hours after the discovery.

8.3 The Processor has organised adequate policy and adequate procedures to detect Personal Data Breaches at the earliest possible stage, to notify the Controller of this no later than within 24 hours, to adequately and immediately respond to this, to prevent or limit (further) unauthorised disclosure, alteration and provision or otherwise unlawful Processing, and to prevent repetition of the same. At the Controller's request, the Processor shall provide information about and allow inspection of this policy organised by the Processor and these procedures organised by the Processor.

8.4 The Processor shall maintain a register In Writing of all Personal Data Breaches that relate to or are connected with the (performance of the) Agreement, including the facts regarding the Personal Data Breach, its consequences and the corrective measures taken. At the Controller's request, the Processor shall provide the Controller with a copy of this register.

8.5 The Processor refrains from making reports of Personal Data Breaches to the Supervisory Authority and/or the affected Data Subjects.

CLAUSE 9. TRANSFER OF PERSONAL DATA

9.1 Personal Data may be transferred to third countries or international organisations only if there is an appropriate level of protection and the Controller has given specific consent for this In Writing. This specific consent In Writing is only granted if this is included in Annex A. The Processor is exclusively entitled to these transfers to third countries or international organisations specified in Annex A, unless a provision under Union law or under Member State law requires the Processor to perform Processing. In that event, the Processor shall notify the Controller of this provision In Writing prior to the Processing, unless that legislation prohibits such notification for serious reasons of general interest.

9.2 The Controller may attach further conditions to the consent In Writing as referred to in Clause 9.1, including, but not limited to, demonstrating that the requirements as stated in Article 45 paragraph 3, 46, 47 and / or 49 paragraph 1 GDPR have been satisfied.

CLAUSE 10. CONFIDENTIALITY OF PERSONAL DATA

10.1 All Personal Data are qualified as confidential and must be treated as such.

10.2 The Processor shall keep all Personal Data confidential and shall not disclose them in any way, either internally or externally, except in so far as:

- i. Disclosure and/or provision of the Personal Data is necessary in the context of the performance of the Agreement or the Processor Agreement;
- ii. Any mandatory statutory provision or court decision requires the Processor to disclose and/or provide the Personal Data, in which case the Processor shall first notify the Controller of this;
- iii. Disclosure and/or provision of the Personal Data takes place with prior consent In Writing from the Controller.

10.3 Breach of Clause 10.1 and/or Clause 10.2 by Processor is deemed a Personal Data Breach.

CLAUSE 11. LIABILITY AND INDEMNIFICATION

11.1 The Processor is liable for all damage ensuing from or in connection with the failure to comply with the Data Processing Agreement and/or the GDPR and/or other Applicable Legislation.

11.2 The Processor indemnifies the Controller against all claims, penalties and/or measures by third parties, including Data Subjects and the Supervisory Authority, lodged against or imposed on the Controller due to breach of the Processor Agreement and/or the GDPR and/or other Applicable Legislation by the Processor and/or Engaged (legal) persons.

11.3 The Processor shall ensure sufficient coverage of the liability by means of liability insurance. At the Controller's request, the Processor shall allow the Controller to inspect the Processor's (policy for this) liability insurance.

CLAUSE 12. CHANGES

12.1 The Processor is obliged to immediately notify the Controller of proposed changes in the Service, the performance of the Agreement and the performance of the Processor Agreement that concern the Processing of Personal Data. This is understood to include, but is not limited to:

- i. Changes that (may) affect the Personal Data (categories) to be processed;
- ii. Changes in the means with which the Personal Data are processed;
- iii. The engagement of other Sub-processors;
- iv. Changes in the transfer of Personal Data to third countries and/or international organisations.

12.2 If a change concerning the Processing of Personal Data or an audit gives cause to do so, the Parties shall consult upon the Controller's first request regarding the changes in the Processor Agreement.

12.3 The Processor is only entitled to implement a change in the Service, a change in the performance of the Agreement, a change in the performance of the Data Processing Agreement and/or a change resulting in amending Annex A if the Controller has given previous consent for such change(s) In Writing.

12.4 Changes that concern the Processing of Personal Data may never result in the Controller being unable to comply with the GDPR and/or other Applicable Legislation.

12.5 In the event of invalidity or avoidability of one or more of the provisions of the Data Processing Agreement, the other provisions continue to apply in full.

CLAUSE 13. TERM AND TERMINATION

13.1 The term of the Data Processing Agreement is the same as the term of the Agreement. The Data Processing Agreement cannot be terminated separately from the Agreement. Upon termination of the Agreement, the Data Processing Agreement terminates by operation of law, and vice versa.

13.2 The Controller is entitled to cancel the Data Processing Agreement if the Processor does not or can no longer comply with the Data Processing Agreement, the GDPR and/or other Applicable Legislation, without the Processor being entitled to any damages. When cancelling, the Controller shall observe a reasonable notice period, unless the circumstances justify immediate cancellation.

13.3 Within one month after the Agreement ends, the Processor shall destroy and/or return all Personal Data and/or the Processor shall transfer the same to the Controller and/or another party to be designated by the Controller, at the Controller's discretion. All existing (other) copies of Personal Data, whether or not held by Engaged (legal) persons, will also be demonstrably permanently deleted, unless storage of the Personal Data is mandatory under Union or Member State law.

13.4 At the Controller's request, the Processor shall confirm In Writing that the Processor has satisfied all obligations under Clause 13.3.

13.5 The Processor shall bear the costs for the destruction, return and/or transfer of the Personal Data. The Controller may impose additional requirements on the manner of destruction, return and/or transfer of the Personal Data, including requirements on the file format.

13.6 Obligations under the Data Processing Agreement that are intended by their nature to continue after termination of this Data Processing Agreement will continue to apply after termination of the Processor Agreement.

CLAUSE 14 APPLICABLE LAW AND JURISDICTION

14.1 The Data Processing Agreement and its performance are governed by the laws of the Netherlands.

14.2 All disputes arising between the Parties in connection with the Processor Agreement shall be submitted to the competent court in the place in which the Controller has its registered office.

14.3 Any general terms and conditions or other standard terms and conditions used by Processor are explicitly not applicable to the Processing of Personal Data performed by Processor under this Data Processing Agreement.

THUS AGREED BY THE PARTIES:

Maastricht University

click for date

name of supplier

click for date

representative

job title

representative

job title

Annexes:

Annex A: Specification of the Processing of Personal Data

Annex B: Security Measures

Annex C: Information that must be provided in the event of a Personal Data Breach

Annex D Changes to the Model Processor Agreement, version 2.0, SURF Legal Standards Framework (Cloud) services

Annex A: Specification of the Processing of Personal Data¹

Version number

Version number

Date of most recent update

click for date

Description of the Processing

Processing Objectives
<i>(to be completed by the Controller)</i>

Data Subject Categories
<i>(to be completed by the Controller)</i>

Personal Data (Categories)
<i>(to be completed by the Controller)</i>

Frequency of performance of the audit
<i>(to be completed by the Controller)</i>

Retention period of the Personal Data or the criteria for determining that period
<i>(complete only if applicable)</i>
<i>(to be completed by the Controller)</i>

Processor's Employee Categories

Categories of the Processor's Employees (positions/groups of positions) who Process Personal Data	(category of) Personal Data that are processed by Employees	Type of Processing	Country of Processing

¹ If the Processor offers several (optional) Services to the Controller, the information must be included in separate Schedules to be numbered as follows: "Annex A1", "Annex A2", etc. These Schedules must be attached to the Processor Agreement.

Sub-processors

The Controller has given the Processor [*where applicable to be selected by the Controller*]:

- General consent for the engagement of Sub-processors.
 Specific consent for the engagement of the following Sub-Processors (*to be completed by the Controller*):

Sub-processor engaged by the Processor for the Processing of Personal Data	(category of) Personal Data processed by the Sub-processor	Type of Processing	Country of Processing	Country where Sub-processor's registered office is located

Transfers

The Controller has given the Processor specific consent for the transfers to third parties or international organisations included below (*to be completed by the Controller*).

Description of the transfer	Entity transferring the Personal Data + country	Entity receiving the Personal Data + country	Transfer mechanism

Contact details

General contact details	Name	Position	Email address	Telephone number
Controller <i>(to be completed by the Controller)</i>				
Processor				

Contact details in the event of (possible) Personal Data Breaches	Name	Position	Email address	Telephone number
Controller	ServiceDesk ICTS	ICT servicedesk	ServiceDesk- ICTS@maastrichtuniversity.nl	+31 43 3885555

Processor				
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Annex B: Security Measures taken by the Processor

Version number

Version number

Date of most recent update

click for date

Classification of risk of Processing

(to be completed by the Controller)

select classification

Details of the security measures taken by the Processor:

(to be completed by the Processor)

Processor's certifications:

(to be completed by the Processor)

Certifications	Part of organisation / service to which certification pertains	Term of validity of certification	Statement of applicability

Qualifications satisfied by the Processor:

(to be completed by the Processor)

Annex C: Information that must be provided in the event of a Personal Data Breach

Version number

Version number

Date of most recent update

click for date

Reporting party's contact details

Name	name
Position	position
Email address	Email address
Phone number	phone number

Data regarding the Personal Data Breach (hereinafter: "Breach")

Provide a summary of the incident in which the breach of the security of Personal Data occurred
summary

Personal Data of how many persons are involved in the Breach? (Fill in the numbers)	
Minimaal	number
Maximaal	number

Describe the group of people whose Personal Data are involved (Categories of Data Subjects) in the Breach.
Categories of Data Subjects

When did the Breach take place? (Choose one of the following options and supplement where necessary)	
<input type="checkbox"/>	On click for date
<input type="checkbox"/>	Between click for date and click for date
<input type="checkbox"/>	Not yet known

What is the nature of the Breach? (You may select multiple options)	
<input type="checkbox"/>	Reading (confidentiality)
<input type="checkbox"/>	Copying
<input type="checkbox"/>	Changing (integrity)
<input type="checkbox"/>	Removing or destroying (availability)
<input type="checkbox"/>	Theft
<input type="checkbox"/>	Not yet known

What type of Personal Data is involved? (You may select multiple options)	
<input type="checkbox"/>	Name and address details
<input type="checkbox"/>	Telephone numbers
<input type="checkbox"/>	Email addresses or other addresses for electronic communication

<input type="checkbox"/>	Access or identification information (e.g. log-in name/password or client number)
<input type="checkbox"/>	Financial information (e.g. account number, credit card number)
<input type="checkbox"/>	Citizen Service Number (BSN) or tax and social security number
<input type="checkbox"/>	Copies of passports or copies of other identification documents
<input type="checkbox"/>	Gender, date of birth and/or age
<input type="checkbox"/>	Sensitive personal data
<input type="checkbox"/>	Other information, namely supplement

What consequences could the Breach have for the privacy of the Data Subjects? (You may select multiple options)	
<input type="checkbox"/>	Stigmatisation or exclusion
<input type="checkbox"/>	Damage to health
<input type="checkbox"/>	Exposure to (identity) fraud
<input type="checkbox"/>	Exposure to spam or phishing
<input type="checkbox"/>	Other, namely supplement

Follow-up measures further to the Personal Data Breach

What technical and organisational measures has your organisation taken to address the Breach and to prevent further breaches?	
measures taken	

Technical protection measures

Are the Personal Data encrypted, hashed or in another way made incomprehensible or inaccessible to unauthorised persons? (Choose one of the following options and supplement where necessary)	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
<input type="checkbox"/>	Partially, namely supplement

If all or part of the Personal Data were made incomprehensible or inaccessible, in what way was this done? (Answer this question if you chose option a or option c for the previous question. If you used encryption, also explain the manner of encryption.)	
measures taken	

Internationale

aspects

Does the Breach involve persons in other EU countries? (Choose one of the following options)	
<input type="checkbox"/>	Yes
<input type="checkbox"/>	No
<input type="checkbox"/>	Not yet known

ANNEX D CHANGES TO MODEL PROCESSOR AGREEMENT, VERSION 2.0, SURF LEGAL STANDARD FRAMEWORK (CLOUD) SERVICES.

In the Data Processing Agreement, the following substantive amendments have been made in relation to the Model Processor Agreement, version 2.0, SURF Legal Standards Framework (Cloud) services.

Clause	Amendment
1	<p>The following has been added to clause 1:</p> <p>'Where in this Data Processing Agreement terms are employed that correspond with definitions from Article 4 GDPR, these terms shall be assigned the meaning of the terms in the GDPR.'</p> <p>The following definitions have been removed: 1.2 Data Subject, 1.5 Third Party, 1.7 Personal Data Breach, 1.9 Receiver, 1.11 Personal Data, 1.16 Supervisory, 1.18 Processing.</p> <p>Due to the removal of these articles, the numbering of the remaining article members in article 1 has been adjusted.</p>
1.4	<p>The term 'Special categories of Personal Data' has been changed to 'Sensitive Personal Data'.</p>
1.15	<p>The term 'Applicable laws and regulations concerning the Processing of Personal Data' has been changed to 'Applicable legislation and regulations'. The definition of 'Applicable laws and regulations' has been amended as follows:</p> <p>'the applicable legislation and regulations and/or (further) treaties, regulations, directives, decrees, policy rules, instructions and/or recommendations from a competent public body concerning the Processing of Personal Data, also including future amendments of and/or supplements thereto, <u>including the GDPR</u> and including laws of the Member States implementing the GDPR and the Telecommunications Act.'</p>
2.1	<p>The following sentence has been added to clause 2.1:</p> <p>'In the event of inconsistencies between the provisions of the Data Processing Agreement and the Annexes, the provisions of the Data Processing Agreement shall prevail, unless higher requirements are set in the Annex with regard to the Processing by the Processor.'</p>
2.4	<p>Clause 2.4 has been shortened as follows:</p> <p>'The Processor shall process the Personal Data exclusively on assignment from the Controller and on the basis of instructions from the Controller. The Processor shall exclusively process the Personal Data in so far as the processing is necessary</p>

	for the performance of the Agreement, and <u>never for any other purposes</u> , unless applicable Union law or provisions of Member State law oblige the Processor to perform Processing. In that event, the Processor shall notify the Controller of this provision In Writing prior to the Processing, unless that legislation prohibits such notification for serious reasons of public interest.'
3.1	<p>Clause 3.1 has been shortened as follows:</p> <p>'Prior to the conclusion of the Data Processing Agreement, <u>the Parties</u> shall fully and truthfully complete Annex A regarding the Processes that the Processor performs for the performance of the Agreement. Processor is only entitled to perform the Processing specified in Annex A.'</p>
5.7 en 5.9	<p>Clause 5.9 has been removed and clause 5.7 has been amended as follows:</p> <p>'The Processor shall impose the obligations included in the Processor Agreement on the (legal) persons engaged by the Processor, including but not limited to Employees and/or Sub-processors (<u>hereinafter: 'Engaged (legal) persons'</u>). The Processor shall ensure that the Engaged (legal) persons comply with the obligations included in the Data Processing Agreement by means of an agreement In Writing. Upon Controller's first request, the Processor shall provide the Controller with a copy of the aforementioned agreement In Writing.'</p>
5.10	<p>Clause 5.10 has been shortened as follows:</p> <p>'In respect of the Controller, the Processor remains fully responsible and fully liable for compliance by the Engaged (legal) persons, with the obligations ensuing from the GDPR and/or other Applicable Legislation and the obligations ensuing from the Agreement and the Data Processing Agreement.'</p>
6.1	<p>Clause 6.1 has been added:</p> <p>'The Controller classifies the risk of the Processing by Processor in order to assess which technical and organizational measures must be taken by the Processor. The risk classification is included in Annex B.'</p>
6.2	<p>The following sentence has been added to clause 6.2:</p> <p>'If the technical and organizational measures taken by the Processor do not, in the view of the Controller, guarantee the desired level of security, then the Processor will take additional measures to fulfill the obligations of this clause.'</p>
6.5	<p>Clause 6.4 has been removed and clause 6.5 has been added:</p> <p>'The Processor shall inform the Controller immediately if one of the security measures taken is altered in such a way that a negative effect on the security</p>

	level can be expected. The Controller shall be given an opportunity to object to these changes. If the Controller does so, the Parties shall enter into negotiations regarding this change.'
7.3	The following has been added to clause 7.3: 'The Processor is only not required to perform a periodic audit as referred to in Clause 7.1 if the Processor exclusively processes Personal Data with a low risk and it is expressly laid down in Annex A that the Processor is not required to perform a periodic audit. Whether there is a low risk is determined, <u>in accordance with Clause 6.1</u> , by the Controller.'
8.5	Clause 8.5 has been added: 'The Processor refrains from making reports of Personal Data Breaches to the Supervisory Authority and/or the affected Data Subjects.'
9.2 en 9.3	Clause 9.3 has been removed and clause 9.2 has been amended as follows: 'The Controller may attach further conditions to the consent In Writing as referred to in Clause 9.1, including, but not limited to, demonstrating that the requirements as stated in <u>Article 45 paragraph 3, 46, 47 and / or 49 paragraph 1 GDPR</u> have been satisfied.'
10.2	The reciprocity in clause 10.2 has been amended as follows: ' <u>The Processor</u> shall keep all Personal Data confidential and shall not disclose them in any way, either internally or externally, except in so far as: <ul style="list-style-type: none"> iv. Disclosure and/or provision of the Personal Data is necessary in the context of the performance of the Agreement or the Processor Agreement; v. Any mandatory statutory provision or court decision requires <u>the Processor</u> to disclose and/or provide the Personal Data, in which case <u>the Processor</u> shall first notify <u>the Controller</u> of this; vi. Disclosure and/or provision of the Personal Data takes place with prior consent In Writing from <u>the Controller</u>.'
10.3	Clause 10.3 has been amended as follows: 'Breach of Clause 10.1 and/or Clause 10.2 <u>by Processor</u> is deemed a Personal Data Breach.'
14.3	Clause 14.3 has been added: 'Any general terms and conditions or other standard terms and conditions used by Processor are explicitly not applicable to the Processing of Personal Data performed by Processor under this Data Processing Agreement.'

Bijlage A	Lay-out has been amended.
Bijlage B	Lay-out has been amended and boxes for risk classification have been added.
Bijlage C	Lay-out has been amended.

Instructie facturatie

Een snelle en goede factuurverwerking is voor de Universiteit Maastricht en voor haar leveranciers van groot belang. Om de snelheid en kwaliteit waarmee de Universiteit Maastricht haar facturen verwerkt te borgen, zijn een aantal factuurvereisten opgesteld. Deze vindt u op deze pagina.

Facturen die niet aan deze eisen voldoen worden niet in behandeling genomen, maar met een begeleidend schrijven geretourneerd. De UM verzoekt haar leveranciers dan ook om in haar facturatie aan onderstaande eisen te voldoen.

Voor meer informatie kunt u contact opnemen met de afdeling Crediteurenadministratie email: Um-crediteuren@maastrichtuniversity.nl (tel: 043-3884731).

Wettelijke en aanvullende vereisten

- Een uniek factuurnummer;
- Factuurdatum;
- Naam, adres en woonplaats van de leverancier;
- Een duidelijke omschrijving van de geleverde goederen/verleende diensten;
- Het toegepaste BTW-tarief;
- Het BTW-bedrag;
- Indien van toepassing:
Het BTW-nummer van de leverancier;
Vermelding dat 0%-tarief geldt;
- Bankrekeningnummer, tenaamstelling van dit rekeningnummer, BIC-/SWIFT-code en IBAN-nummer.

Handgeschreven facturen worden niet verwerkt.

Referentie

Wanneer een product / dienst via de afdeling Inkoop & Logistiek is aangeschaft, dient het bestelnummer (PO-nummer; beginnend met 41) als referentie te worden opgegeven. Indien geen bestelnummer van toepassing is, dient de kostenplaats (8 cijfers) of het budgetnummer (8 cijfers en een letter) als referentie te worden opgegeven. Additionele referenties kunnen aan dit nummer zijn toegevoegd.

Digitaal aanleveren

De UM wenst uw facturen zoveel als mogelijk digitaal te ontvangen. Bij het digitaal aanleveren van facturen gelden dezelfde voorwaarden die hiervoor bij 'Referentie' en 'Wettelijke en aanvullende vereisten' zijn genoemd. Bij voorkeur wordt gebruik gemaakt van het Ariba Netwerk. Daarmee wordt automatisch voldaan aan de gestelde factuurvereisten en het maakt een efficiënte verwerking van facturen mogelijk. Indien geen gebruik wordt gemaakt van de PO-flip functionaliteit op het Ariba netwerk geldt daarnaast nog het volgende:

- Aanlevering in PDF-formaat.
- Niet meer dan één factuur per bestand

Adressering naar het email-adres: Crediteuren-efactuur@maastrichtuniversity.nl

Factuuradres

Universiteit Maastricht
t.a.v. Finance, Crediteurenadministratie
Postbus 616
6200 MD Maastricht

Gebruiker : ██████████ (Universiteit Maastricht)

Onderwerp : Uitnodiging tender op Negometrix3

Ontvanger :

Inhoud bericht : Dear Sir, Madam, The organisation Universiteit Maastricht invites you to participate in tender 187094 Online LaTeX Editor. In order to participate you need to have an account on Negometrix3.

Do you already have an Negometrix3 account? Click on the link below and log in with your username and password to access the tender: [https://platform.negometrix.com/ProcessInvitation.aspx?](https://platform.negometrix.com/ProcessInvitation.aspx?invitationGuid=4bb40077-4102-4b8f-9b87-fa22bdd5c875&utm_source=negometrix&utm_medium=email&utm_campaign=tender_surveillance&utm_term=tender_187094_link&utm_content=tender_textlink&utm_cpv=)

invitationGuid=4bb40077-4102-4b8f-9b87-

fa22bdd5c875&utm_source=negometrix&utm_medium=email&utm_campaign=tender_surveillance&utm_term=tender_187094_link&utm_content=tender_textlink&utm_cpv= If your organisation does not have an account on the platform, you can create an account in order to access the tender Online LaTeX Editor. After both registering and activating of your account, you can access the project by using the link above. Attention: this link is valid for 10 days. Kind regards,

██████████ + ██████████@maastrichtuniversity.nl Universiteit Maastricht

Ontvangen : 18 okt 2021 16:34

Gelezen :

Gebruiker : [REDACTED] (Digital Science UK Limited (Overleaf))
Onderwerp : Overleaf - Maastricht University - Tender Ref 187094 - Online LaTeX Editor
Ontvanger : [REDACTED]

Inhoud bericht : Dear [REDACTED] Thank you for the invitation to take part in the above tender. As you may be aware, Overleaf is a commercially available low cost SaaS solution, used by 1,000's of other customers, subject to terms of use drafted to fit the specific product and priced on that basis. As an example, our terms explain the types of support we provide, what users can / cannot do with the product and what happens on termination. It would not make sense for our customers, who are all using the same underlying platform, to each purchase subscriptions on different terms and conditions. We have conducted a review of the documentation, generic terms and conditions and the requirement by Maastricht University that we accept these. Although there was an opportunity to pose questions, these would be extensive and it would not be possible to resolve our concerns in a reasonable period of time. As a result of this review, we have unfortunately decided not to submit a formal response to the tender. Overleaf offers a user-friendly interface that automatically typesets the authors paper in real-time in the browser. Founded in 2012, and serving a community of over 8 million users from 180 countries worldwide, Overleaf authors have created in excess of 70 million documents using the Overleaf platforms. We very much hope there will still be an opportunity to work with Maastricht University in the future. Kindest regards [REDACTED]

Ontvangen : 9 nov 2021 11:27

Gelezen : 9 nov 2021 11:28

187094 Online LaTeX Editor

Beschrijving

Naam: Online LaTeX Editor

Type opdracht: Diensten

Test/Demo: Nee

Percelen: Nee

Referentienummer: 187904

Korte beschrijving: General information Maastricht University
Maastricht University (UM) is known in the Netherlands and abroad for its unique education system: problem-based learning (PGO). UM also distinguishes itself by its strong international orientation. An increasing number of students from all over the Netherlands as well as from abroad opts for the Maastricht system.

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Description of the Contract

The university library wants to acquire a campus license for an online LaTeX editor. Purpose of this tender is to evaluate and rank the possible supplier candidates, according to their responses to the (functional) requirements. After this tender, contract negotiations will be started with the aim to result in a license for the duration of 4 years, starting the first of January, 2022.

Purpose and intended result of the Tender Procedure

The purpose of this Tender Procedure is to enter into an Agreement with one party for the period of 4 years

Interne beschrijving: Geen inschrijving ontvangen.
(Alleen zichtbaar voor deelnemers uit Na onderhandeling gegund aan Overleaf.
inkopende organisatie(s))

Interne documenten:

 Opdrachtformulier Online Latex Editor.docx 161 Kb	Download		Bekijk
 Please_DocuSign_Maastricht_University_Overle.pdf 640 Kb	Download		Bekijk
 Re Goedkeuring starten aanbesteding Online Latex Editor [redacted].pdf 182 Kb	Download		Bekijk
 RE Goedkeuring starten aanbesteding Online Latex Editor [redacted].pdf 160 Kb	Download		Bekijk

Procedure

Procedure: Vergrendelde selectie- en offertefase
 Vergrendelde offertefase
 Geen vergrendeling
 Doorlopende selectiefase
 Kwalificatiesysteem

Aparte openingsdatum kluis (Selectiefase): Nee

Aparte openingsdatum kluis (Offertefase): Nee

Prijs-evaluatiefase toepassen (Prijs is niet inzichtelijk tijdens evalueren van kwaliteit): Nee

BAFO toepassen (Best and Final Offer aanpassing na Offertefase): Nee

Tender is een nadere uitvraag vanuit: Nee

Prijsopgave: Eenmalige prijsopgave

Tender annuleren: Nee

Vrijgave

Vrijgevers: Nee

Overige opties

Indienen meerdere offertes toestaan (bijv. varianten): Nee

Anonieme inkoper: Nee

Aanbieders zien die met het invullen zijn gestart: Ja

Activeer Vraag & Antwoord module: Ja

Valuta: Euro

Activeer voorwaarden voor deelname: Nee

Activeer 'Specifieke data' tabblad binnen 'Opties': Nee

CPV-codes

Tender CPV codes: **CPV-codes**

Geen codes

Tender publiceren

Inkoop communities

Geen communities beschikbaar

Tender publiceren

Autoriteit

Status

Aanmeldknop voor aanbieders

Negometrix3

Niet gepubliceerd op Negometrix3

Ingeschakeld

Opdrachtformulier

Projectnaam	Online LaTeX Editor
Korte omschrijving van het project	4 jarige campus licentie voor een Online Latex Editor.
Negometrix kenmerk	187094
Projectleider	
Contractmanager	
Inkoper	
De maximale opdrachtwaarde van de opdracht (incl. de optie jaren) excl. BTW	Begroot: € 132.000 voor 4 jaar
Looptijd van de opdracht (incl. de optie jaren)	4 jaar

Procedure

- Europees Openbaar
- Europees Niet Openbaar
- Nationaal Openbaar
- Nationaal Niet Openbaar
- Meervoudig Onderhands

Uit te nodigen partijen:

1. Overleaf
2. Papeeria
3. Authorea

Motivatie uit te nodigen partijen:

Genoemde partijen zijn vanwege hun expertise in staat om de opdracht uit te kunnen voeren.

Akkoord publicatie

Akkoord opdrachtgever voor publicatie aanbesteding

Naam: /
Functie: /
Datum: 18-10-2021

From: [redacted]
To: [redacted]
Subject: Re: Goedkeuring starten aanbesteding Online Latex Editor
Date: maandag 18 oktober 2021 16:02:21

Voor mij akkoord,

Vriendelijke groeten, [redacted]

[redacted]
[redacted]
[@maastrichtuniversity.nl](mailto:[redacted]@maastrichtuniversity.nl)
www.maastrichtuniversity.nl/bibliotheek

[Grote Looiersstraat 17, 6211 JH Maastricht](#)
[P.O. Box 616, 6200 MD Maastricht, The Netherlands](#)
T [redacted] (secr) / M [redacted]
@ [redacted]

Hear from the latest news on library support for your research and study? Just subscribe to the newsletter: [Library Wall - Online Library | Maastricht University](#)

Op 18 okt. 2021 om 15:16 heeft [redacted] (FS)
<[redacted]@maastrichtuniversity.nl> het volgende geschreven:

Beste [redacted] en [redacted],

In overleg met [redacted] hebben we in Negometrix een meervoudig onderhandse aanbesteding klaargezet voor een Online Latex Editor (Campuslicentie voor 4 jaar).

In de bijlage nog het Projectopdrachtformulier.

Als dit voor jullie akkoord is kunnen jullie volstaan met een reply op deze mail, dan zullen we de uitvraag meteen verzenden.

Alvast hartelijk dank weer



<Opdrachtformulier Online Latex Editor.docx>

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Goedkeuring starten aanbesteding Online Latex Editor
Date: maandag 18 oktober 2021 16:06:48

Akkoord vanuit mijn kant!

From: [REDACTED] (FS) [REDACTED]@maastrichtuniversity.nl>
Sent: maandag 18 oktober 2021 15:16
To: [REDACTED] (BU) [REDACTED]@maastrichtuniversity.nl>; [REDACTED] (UB)
[REDACTED]@maastrichtuniversity.nl>
Cc: [REDACTED] (UB) [REDACTED]@maastrichtuniversity.nl>
Subject: Goedkeuring starten aanbesteding Online Latex Editor

Beste [REDACTED] en [REDACTED],

In overleg met [REDACTED] hebben we in Negometrix een meervoudig onderhandse aanbesteding klaargezet voor een Online Latex Editor (Campuslicentie voor 4 jaar).

In de bijlage nog het Projectopdrachtformulier.

Als dit voor jullie akkoord is kunnen jullie volstaan met een reply op deze mail, dan zullen we de uitvraag meteen verzenden.

Alvast hartelijk dank weer

[REDACTED]

Proces-verbaal van Opening

NAAM VAN DE TENDER:

Online LaTeX Editor

DATUM & LOCATIE VAN OPENING:

9 nov 2021 12:00 Maastricht

BIJBEHORENDE PERCELEN:

—

ORGANISATIENAAM:

Universiteit Maastricht

ADRES:

Minderbroedersberg 4-6
6211 LK, Maastricht, NL

CONTACTPERSOON:

[REDACTED]

FUNCTIE CONTACTPERSOON:

Tactisch Inkoper

KORTE BESCHRIJVING:

General information Maastricht University

Maastricht University (UM) is known in the Netherlands and abroad for its unique education system: problem-based learning (PGO). UM also distinguishes itself by its strong international orientation. An increasing number of students from all over the Netherlands as well as from abroad opts for the Maastricht system.

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The university library wants to acquire a campus license for an online LaTeX editor. Purpose of this tender is to evaluate and rank the possible supplier candidates, according to their responses to the (functional) requirements. After this tender, contract negotiations will be started with the aim to result in a license for the duration of 4 years, starting the first of January, 2022.

Purpose and intended result of the Tender Procedure

The purpose of this Tender Procedure is to enter into an Agreement with one party for the period of 4 years

AANBIEDERS

NAAM AANBIEDER

ADRES

Geen offertes ingediend

Handtekening:



Plaats:

Datum:

Dossier (187094)

Details

Referentienummer: 187904

Procedure: Vergrendelde offertefase

Beschrijving:

General information Maastricht University

Maastricht University (UM) is known in the Netherlands and abroad for its unique education system: problem-based learning (PGO). UM also distinguishes itself by its strong international orientation. An increasing number of students from all over the Netherlands as well as from abroad opts for the Maastricht system.

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Purpose and intended result of the Tender Procedure

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Gegunde partij(en)

Winnaar(s) nog niet bekend

Aanmeldingen/Inschrijvingen van aanbieders

- **Aanbieders** (Aantal: 1)
 - Digital Science UK Limited (Overleaf)
 - Deelnemer sinds : 19 okt 2021 14:04:52
- **Offertefase** (Aantal offertes in fase: 0)
- **Evaluatiefase** (Aantal offertes in fase: 0)
- **Gunning** (Aantal offertes in fase: 0)

Planning

Naam	Type	Startdatum	Einddatum	Verantwoordelijk persoon
Aanmaakdatum	Datum	7 okt 2021 15:07	—	
Vorbereiding	Fase	7 okt 2021 15:07	18 okt 2021 16:40	
Offertefase	Fase	18 okt 2021 16:40	9 nov 2021 12:00	
Opportunity to ask questions	Fase	19 okt 2021 0:00	29 okt 2021 0:00	
Evaluatiefase	Fase	9 nov 2021 12:00	19 nov 2021 12:00	
Gunningsfase	Datum	19 nov 2021 12:00	—	

Resultaten

- **Offertefase** (18 okt 2021 - 9 nov 2021)
- **Evaluatiefase**
- **Gunning**

Contracten

Er zijn geen contracten toegevoegd

Opmerkingen

Geen opmerkingen

Naam	Aantal	Prijs	Totaalprijs
License per Year per Student VAT excluded	20000		#VALUE!
License per Year per Employee VAT excluded	4000		#VALUE!
			#VALUE!
Cost adjustment in response to omission			€ 0.00
Cost adjustment in response to clarification			€ 0.00
			#VALUE!

Maastricht University - Tender Ref 187094 - Online LaTeX Editor Overleaf Commons for the next 4 years.

1.7.1 The software is an online collaboration platform and there is no installation required to use it.

Yes

1.7.2 Describe configuration needed to get started.

Overleaf offers a user-friendly interface that automatically typesets the authors paper in real-time in the browser. No configuration is necessary. Founded in 2012, and serving a community of over 8 million users from 180 countries worldwide, Overleaf authors have created in excess of 70 million documents using the Overleaf platform.

We will provide Maastricht University with a custom portal on Overleaf that includes easy user sign up to the licence, helpful templates, resources and links. Examples of customised Overleaf institutional portals can be seen here:

www.overleaf.com/edu/stanford

www.overleaf.com/edu/caltech

www.overleaf.com/edu/purdue

1.7.3 The paid license is available for all students, faculty and staff of the UM (no limitations on the number of users).

Yes

1.7.4 Each user can have an unlimited number of documents.

Yes

1.7.5 An unlimited number of invited collaborators on any document can be added. Describe any alternatives if number is not unlimited.

With an Overleaf Commons Campus licence, Maastricht University students, faculty and staff would have access to Overleaf Professional accounts - this provides an unlimited number of invited collaborators on projects. There is also the additional option of link sharing with either read only or editing rights.

1.7.6 People from outside the UM can collaborate on UM-documents using all the functionality available to UM-users. If not having full functionality for non-UM users, describe the limitations.

"Project level" collaboration features will be available to any collaborator on a project owned by a UM-user. These include extended compile time, full project history and track changes, and use of the git-bridge. Other features, such as the Dropbox, Github and Mendeley/Zotero integrations are "account level" and would be available and controlled by the UM-user. "Project level" and "account level" features are described in depth at

https://www.overleaf.com/learn/how-to/Overleaf_premium_features#Further_information .

1.7.7 A document can be shared through a hyperlink (for viewing and/or editing).

Yes

1.7.8 A user can create/edit documents with or without a template. If not possible, describe the alternative.

Within Overleaf a user can easily create a new blank project from the main page by clicking 'New Project'. After naming the new project the user is directed straight to the Overleaf editor where their new document is created with some basic information already filled in. They can then begin editing their .tex file. Another option available to the user to create a document is to instead start

from an Example project. By choosing this option the user is provided with a sample document that contains an image inside a float and a basic bibliography file.

Using a template to start a new project will save the user a lot of time. Overleaf provides a vast set of templates - over 6,000 are currently available. After selecting 'New Project' the user can select the type of template they wish to use - eg. Academic Journal, Presentation, etc. -and will then be redirected to a list of templates where they can select one that is suitable. The template gallery includes official templates from publishers, in some cases suitable for direct submission from Overleaf.

1.7.9 A user can create/edit documents writing pure LaTeX.

Yes

1.7.10 Users (less experienced in LaTeX) can edit documents using a WYSIWYG editor. Please give more information about the WYSIWYG editor in place.

An Overleaf user has the ability to toggle between editing in LaTeX code or using our Rich Text editor which provides a more familiar WYSIWYG editing experience. This enables less experienced users or collaborators not familiar with LaTeX to get started. As edits that are made in Overleaf Rich Text mode produce LaTeX code underneath, the less experienced user can use this as part of their learning by again toggling between the two different views.

1.7.11 Multiple possibilities to export documents. At least to .pdf and .tex are required, but please provide all possible formats.

The user can export their Overleaf document to .pdf at any stage by simply clicking the download pdf button. After that and depending on the web browser, a window will pop up to open the file, save it to the users Downloads folder or select a different location for the downloaded file. Unless the user wishes to enter a different name, the downloaded PDF will have the same name as the Overleaf project.

The user also has the option to download the whole project and it's associated files. Again, depending on the web browser, a window will pop up to open the file, save it to the users Downloads folder or select a different location for the downloaded file. The default name for the .zip file will be that of the project. The zip file will contain all files associated with the project - eg. .tex, .png., .bib, etc..

Some journals require that the .bbl file (an auxiliary file containing the formatted bibliography data) is included with submissions. On Overleaf, the .bbl and other auxiliary files created during compilation are 'cached', and can be accessed from the *Other logs and files dropdown* menu.

1.7.12 LaTeX templates can be hosted by UM webservers, but they can be easily integrated in the software. Please provide insight how this can be done in your software.

Maastricht University will be able to upload LaTeX templates to the Overleaf Template Gallery - eg. an approved Thesis Template, Technical Report Template, etc.. The Overleaf Gallery is a publicly accessible collection of templates and examples, many of which have been created and submitted by Overleaf users. You will also have the ability to feature the template(s) on your dedicated Maastricht University portal on Overleaf and to mark/label it as 'Official' so your users know it has been approved by you. During the onboarding process we will discuss with you your requirements in this regard and ensure any templates you want accessible in this way are made available. You can see some examples of how other Universities are doing this below:

- University of Birmingham - <https://www.overleaf.com/edu/bham#templates>
- CERN - <https://www.overleaf.com/org/cern#templates>

We can also provide you with an additional optional simplified submission link from a Maastricht University LaTeX template on Overleaf to your institutional repository web portal (template supplied by UM). You can see an example of how another University is doing this below:

- Caltech
[-https://www.overleaf.com/latex/templates/caltech-thesis-latex-template-with-logo/kqwqvkbfkwmx#.Wa7xN5N97y8](https://www.overleaf.com/latex/templates/caltech-thesis-latex-template-with-logo/kqwqvkbfkwmx#.Wa7xN5N97y8)

1.7.13 There is a chat box functionality within the editing window to chat with collaborators while editing. Please provide detailed information about this functionality.

Overleaf has a 'chat' window that can be opened in each project. It allows collaborators in a project to communicate with each other in real time.

1.7.14 It is possible to suggest changes inline and/or highlight a text to mark for change by an editor. Please specify the functionality or any alternative the software provides.

This functionality can be viewed here:

<https://www.overleaf.com/track-changes-and-comments-in-latex>

1.7.15 Real-time tracking of all changes is possible.

Yes

1.7.16 Real-time preview and error handling of LaTeX documents: projects are compiled automatically. Describe how this process works within your software.

Whenever an Overleaf project is opened, a compilation is triggered. The technical details of how Overleaf compiles are in this article:

https://www.overleaf.com/learn/how-to/How_does_Overleaf_compile_my_project%3F

Users can set the project to automatically compile if they wish, by expanding the 'Recompile' button and selecting 'Auto Compile' to be 'On'. More information on this can be found here:

https://www.overleaf.com/learn/how-to/Can_I_turn_off_the_automatic_refresh_of_the_preview%3F

Errors and warnings can be viewed to the right of the editor; they are colour coded and many of them have some user-friendly information and links to specific articles that will help users resolve the issues. More information can be found here:

https://www.overleaf.com/learn/latex/Questions/Tips_and_Tricks_for_Troubleshooting_LaTeX

1.7.17 You can edit one document with multiple collaborators at the same time.

Yes

1.7.18 The LaTeX-source and output can visible side-by-side

Yes

1.7.19 Full project history view: It is possible to see all changes made and who made them for the life of the project, with ability to revert to any past changes. Describe how this works in your software.

Yes. Please see this page for detail on using the Overleaf history feature:

https://www.overleaf.com/learn/latex/Using_the_History_feature#Using_the_Full_History_Feature

1.7.20. Integration with Zotero and Mendeley is possible. Please provide how the software has implemented this.

A user is able to link their Mendeley/Zotero to their Overleaf account. They can then import references contained in their library and keep those imported references synced with their Mendeley account. Please see this article:

[https://www.overleaf.com/learn/how-to/How to link your Overleaf account to Mendeley and Zotero](https://www.overleaf.com/learn/how-to/How%20to%20link%20your%20Overleaf%20account%20to%20Mendeley%20and%20Zotero)

1.7.21 Using (exports of) EndNote libraries is possible. Please provide how the software has implemented this.

[https://www.overleaf.com/learn/how-to/Can I use Overleaf with EndNote%3F](https://www.overleaf.com/learn/how-to/Can_I_use_Overleaf_with_EndNote%3F)

1.7.22. Advanced reference search is available. Please specify how this works in your software.

Overleaf's reference-search feature searches the project's bibfiles based on entries in the following fields:

- author
- title
- year
- journal
- citation key

Please see this page:

[https://www.overleaf.com/learn/how-to/How to search for references in an Overleaf project](https://www.overleaf.com/learn/how-to/How%20to%20search%20for%20references%20in%20an%20Overleaf%20project)

1.7.23 GitHub integration (2-way sync) is available

Yes

1.7.24. Direct submissions to online journals is possible. Describe how this process works within your software

Overleaf works with a range of partners to streamline the publishing workflow by providing the ability to send/submit your paper (project) to those partners-using features accessible from within your Overleaf project. Those submission processes are designed to meet the requirements specified by each partner, so the actual submission workflow will show some variation according to the publisher, journal, repository or service you are submitting to.

To submit your work you can either use the "Submit" menu option, accessible from your project or, for a select number of journals/publishers, you can use the *submission link* which appears in your project if you use one of the official templates of publishers/journals who have chosen to provide this option.

Please see this page for further detail:

[https://www.overleaf.com/learn/how-to/How to submit your article to Overleaf%27s publishing partners](https://www.overleaf.com/learn/how-to/How%20to%20submit%20your%20article%20to%20Overleaf%27s%20publishing%20partners)

1.7.25 Extensive training material (e.g. how-to's, guides, videos) are available, please elaborate on or quantify.

Overleaf training videos and webinars are available to ensure users are trained and ready to use Overleaf templates and resources. Our Support team will help you get everything set up and then we have a support team/helpdesk available to answer questions from students, faculty and staff about the platform, templates or LaTeX itself!

Our Overleaf knowledge base is also available here <https://www.overleaf.com/learn>

1.7.26. There is a free support desk available to answer questions from students, faculty and staff about the platform, templates or LaTeX itself. Please describe your online support process.

We will provide UM End Users with access to and use of our on-line support portal, currently available at <https://www.overleaf.com/contact>. Support requests made by your End Users through the portal will be automatically identified as being part of this Overleaf Commons subscription by our support software to be prioritized accordingly.

1.7.27 Implementation should be possible within a month.

Yes

1.7.28. Authentication through SURFconext, or a SAML interface using the UM identity provider with ADFS technology is possible and available.

Overleaf offers a standard SAML-based SSO integration. We are a registered Service Provider in UKAMF, Edugain, and SURFContext. [REDACTED]

1.7.29 There is no user administration necessary at university level. Signing in should happen with SURFconext or similar technique.

Single Sign On Option: Maastricht University will be able to request SSO integration to offer Maastricht University users the ability to register and log in using their institutional credentials without the need to maintain separate credentials for Overleaf. Alternatively, should Maastricht University choose not to implement SSO, Overleaf will require all Maastricht University Overleaf Institutional Account users to confirm an email address from a list of domains (for which we will ask Maastricht University during the onboarding process).

1.7.30. Administrative dashboard with metrics and analytics on platform use, users, projects, internal/external collaborations and submissions is available for institutional admin users. Please provide detailed information on what institutional admins have available regarding this kind of statistics.

We have an Overleaf document which explains the Admin Hub and Metrics pages that a subscription manager can access, please view it here:

<https://www.overleaf.com/read/dwnkxkxbbbtry>

1.7.31 Describe the size of the current user base with free or payed accounts, who have registered to your software using a Maastricht University identity, e.g. a Maastricht University email address

Overleaf metrics show that Maastricht University has 531 confirmed Overleaf users as of October 28, 2021. Because some users sign up for an account with an email not associated with the university (e.g.: gmail,hotmail), it is estimated that Maastricht University may currently have approximately 1,593 users. Of the 531 confirmed users, 145 completed the department field and 149 completed the role field upon signup.

1.7.32 The current projects and documents of online LaTeX tools belonging to UM staff and students have to be migrated or upgraded to the new campus license of the online software. Please describe how this can be done (migration plan including number of steps to be taken) and give an explanation of the effort necessary.

Users who already have an Overleaf account don't need to take any steps to migrate their projects. They only need to validate their institutional affiliation by adding their UM email address to their existing account, as explained in https://www.overleaf.com/learn/how-to/Overleaf_Accounts_and_Subscriptions. For LaTeX projects not on Overleaf, users can upload a zip file of each project they wish to open in Overleaf as explained in https://www.overleaf.com/learn/how-to/Uploading_a_project.

1.7.33 When leaving the university, students, teachers and researchers are able to maintain their online documents and projects based on a personal license of free version of the software. If possible to do so, please describe the steps necessary to do this.

As mentioned on this page:

https://www.overleaf.com/learn/how-to/Overleaf_Accounts_and_Subscriptions in the section 'Your Overleaf account travels with you', we encourage users to add a personal email to their Overleaf account to ensure they do not lose access to their work after leaving their university.

If an account's subscription is ended, that will not cause any change to the projects. Free accounts have access to password protected projects and unlimited space, so the projects will always be available on the account. The only change will be to the compilation time, and access to other premium features. It also won't be possible to add more than one new additional collaborator per project, but the existing collaborators will remain in the projects.

1.7.34 Current UM templates, UM course material and other UM documentation using LaTeX templates, documents or documentation have to be adapted to the new campus license of the online software. Please describe how this can be done (migration plan including number of steps to be taken) and give an explanation of the effort necessary.

There is no need to adapt existing templates, course material and documentation if an Overleaf licence is purchased. However, with an Overleaf Commons licence, you can add your LaTeX templates to your custom portal page, making it easier for users to find the right templates.

To upload a LaTeX project to Overleaf, please see this page:

https://www.overleaf.com/learn/how-to/I_have_created_a_LaTeX_document_elsewhere%E2%80%94can_I_import_it_into_Overleaf%3F