GOVERNMENT OF BERMUDA

SUPPLY OF GOODS AND SERVICE TO GOVERNMENT OF BERMUDA

THIS CONTRACT FOR SUPPLY OF GOODS AND SERVICE TO THE GOVERNMENT OF BERMUDA is made the x day of x 202x, (the "**Effective Date**")

BY AND BETWEEN:

(1) The Government of Bermuda as described in Schedule 1, hereinafter referred to as the "**Government**"; and

(2) The supplier of goods and service under this Agreement, whose name and contact details are set out in Schedule 1 to this Agreement and is hereinafter referred to as "**Supplier**" or "**you**".

The Government and the Supplier are collectively referred to herein the "**Parties**" and each individually as a '**Party**".

WHEREAS, the Supplier specializes in and provides certain goods and related service in Bermuda;

WHEREAS, the Government wishes to procure the service of the Supplier to supply certain goods and related service to the Government in accordance with the requirements and such other terms and conditions as are provided in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements below and intending to be legally bound, the Parties hereby agree as follows:

1. DEFINITIONS

"**Agreement**" means this agreement for the supply of Goods and Service to the Government of Bermuda and includes Schedule 1, Schedule 2 and Schedule 3 attached in accordance with the obligations and deliverables to be provided under this Agreement;

"**Best Industry Practice**" means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector that provides such Goods or Service;

"**Business Days**" means Monday to Friday, when not a public holiday, between 9am – 5pm in Bermuda;

"**Claims**" means any written or oral claims, actions or demands for money (including taxes or penalties) or service or for any allegation of a breach in rendering or failure to render any Service performed or which ought to have been performed. Claims also includes patent, trade secret, copyright, or other intellectual property right claims, claims connected to Equipment including infringement of Software, costs, penalties, fees and expenses (including legal and professional fees, charges or expenses);

"**Confidential Information**" means the terms of this Agreement as well as any information or data disclosed by one party to the other party which (i) if in tangible form, is marked clearly as proprietary or confidential, (ii) if oral, is identified as proprietary, confidential, or private on disclosure or (iii) any other information relating to proprietary information, business and operational affairs (including Ministerial and Departmental affairs), whether tangible or oral, which upon receipt by the non-disclosing party should reasonably be understood to be confidential and any personal data for which the Government is the data controller, provided, however, that such information or data is provided under or in contemplation of this Agreement;

"**Default**" means any breach of Supplier obligations, including but not limited to, abandonment of this Agreement, material default or any other default including any act, omission, negligence or willful misconduct of the Supplier or any Representative;

"**Delivery**" means the date and time that the Goods are actually received by the Government;

"**Delivery Date**" means the date that the Goods are due to be delivered to the Government as set out in Schedule 1;

"**Delivery Location**" means the address for delivery of the Goods, as set out in the Contract Details;

"**Documents**" means written advice, project specifications, designs, drawings, plans, reports, tenders, proposals, technical specifications or other information or materials related to the Goods, Software or Service provided by the Supplier or the Representative;

"**Expense**" means all expenses including legal expenses, charges and costs and all fees and fines related to travel, accommodation and subsequent penalties;

"**Fee**" means the fee or charge to be paid to the Supplier for the supply and/or installation of Goods and related Services provided under this Agreement;

"**Goods**" means the goods listed in Schedule 2 that will be provided by the Supplier or a Representative to the Government;

"**in writing**" shall mean any fax, letter or purchase order on the Government's letterhead bearing the signature of an authorised person or an e-mail emanating from the personal e-mail address of an authorised person;

"**Insurance Policies**" means an amount of not less than the minimum level of insurance required by law or regulatory body or that is required to cover for similar goods or services as are provided in this Agreement or the amount as set out in Schedule 1, whichever is greater, covering the Supplier, or its directors, officers, employees, agents, or subcontractors with insurance coverage which shall be on an "*occurrence*" basis. "*The Government of Bermuda*" shall be endorsed as an additional insured on the required policy or policies and the insurances afforded to the Government of Bermuda shall be the primary insurance;

"**Loss**" means all loss, Claims, damages, costs, Fees, charges, Expenses, disbursements, costs of investigation, litigation, settlement, judgment and interest, lost revenue, loss of opportunity to make money, loss of contracts or for the inability to fulfill customer contracts, lost or damaged data or other commercial or economic loss, whether based in contract, tort (including negligence) or any other theory of liability or other loss not limited to those contemplated at the time of entering into this Agreement and whether such loss or liabilities are direct, indirect, incidental, special, consequential whether foreseen, foreseeable, unforeseen or unforeseeable;

"**Order**" means the order for the Goods and related service submitted by the Government;

"**Public Officer**" means any person employed by, or acting as an agent for, the Government;

"**Representative(s)**" means**,** the person(s) providing the Goods or Services on Supplier's behalf and includes any person engaged by the Supplier;

"**Service**" means the provision of service to support the delivery, installation and use of the Goods according to the Standards;

"**Schedule 1**" means the schedule which forms a part of this Agreement and contains details of the Supplier, Insurance Policies coverage, the Government's objective for the order of the Goods and contact details of the Government;

"**Schedule 2**" means the schedule which forms a part of this Agreement and contains special instructions related to the Goods being ordered, related Service, Warranty Period and Fee;

"Schedule 3" contains the SOW for the Goods and related Service being provided;

"**Software**" means all Supplier-provided software, including third-party software, configured software or any parts thereof, provided or licensed to Government in connection with the Goods, in machine readable object code form and Service to be provided hereunder, including any subsequent updates, upgrades, releases or enhancements for the same;

"**SOW**" means the statement of work provided by the Supplier and set out in Schedule 3;

"**Specifications**" means the specification for the Goods, including any related plans and drawings or other technical data that is agreed in writing between the Government and the Supplier as set out in this Agreement;

"**Standards**" means any:

(a) standards published by BSI British Standards, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

(b) standards detailed by the Government in the Order or agreed between the Parties from time to time; and

(c) relevant Government codes of practice and guidance applicable from time to time.

"**Termination Date**" means the date that this Agreement terminates as set out in Schedule 1;

"**Term**" means the period of this Agreement commencing from the Effective Date and ending on the Completion Date as set out in Schedule 1 and includes any Warranty Period or extensions; and

"**Warranty Period**" means the warranty period in relation to any Goods received by the Government which begins when the Goods have been accepted by the Government.

2. INTERPRETATION AND CONSTRUCTION

2.1 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2.2 Any phrase introduced by the terms including, in particular or any similar expression or derivative, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.3 Any reference to currency is to Bermuda currency.

2.4 Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed as an election.

2.5 The rights and obligations of this Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

2.6 In the event of conflict between these terms and conditions, Schedule 1, Schedule 2 and Schedule 3, the order of precedence to resolve any such conflict shall be as follows: (i) General Terms and Conditions, (ii) Schedule 1; (iii) Schedule 2; and (iv) Schedule 3.

3. COMMENCEMENT AND TERM

This Agreement shall commence on the Effective Date and shall continue during the Term, unless terminated earlier in accordance with its terms, subject to the sections which continue beyond the termination or expiry of this Agreement.

4. ORDERS AND SCOPE OF SERVICE

4.1 The Government may submit an Order for Goods at any time.

4.2 The Supplier shall use its best endeavours to supply Goods and Service in accordance with the Best Industry Practise, the Standard, an Order, Schedule 1, Schedule 2 and Schedule 3, during the Term, or, if no specific time is specified for delivery of the Goods, then delivery of the Goods is expected within Twenty (20) Business Days of submitting an Order, in order to achieve the Government's objective ("**Objective**").

4.3 The Government may amend or cancel an Order in whole or in part at any time before Delivery by giving the Supplier written notice. The Government shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and Service at the time of termination, but such compensation shall not include any Claims or Loss.

4.4 The Supplier and any Representative shall perform all duties hereunder in accordance with Good Industry Practice and in accordance with the terms and conditions provided herein.

5. REPRESENTATIONS AND WARRANTY

5.1 Each Party represents and warrants that:

(a) it has full capacity and authority to enter into and to perform this Agreement;

(b) this Agreement is executed by its duly authorised Representative;

(c) there are no actions, claims or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Agreement;

(d) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights

generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law); and

(e) it will remain compliant with the *Bribery Act 2016* and will not, and will not attempt to, bribe, corrupt or offer any improper inducement or bribe to any person at any time.

5.2 The Supplier represents and warrants that:

(a) the Goods and Service shall comply with the Documents and Specifications and in accordance with Best Industry Practise;

(b) it is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation;

(c) it and its Representatives, have all necessary consents (including, where its procedures so require, the consent of its parent company) and regulatory approvals to enter into this Agreement;

(d) its execution, delivery and performance of its obligations under this Agreement does not and will not constitute a breach of any law or obligation applicable to it;

(e) as at the Effective Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender, its response to a request for proposal and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement;

(f) it shall take all commercially reasonable steps, in accordance with Best Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into systems, data, software or the Government's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Government;

(g) it has the right to license, assign and transfer all intellectual property rights in the Goods, Service and all related documents or technical specifications, to the Government;

(h) the Software and Service will be compatible with existing equipment and software on Government systems and upon installation of the Goods, the Software and Service will meet all the Objectives and that when used, the Goods will perform substantially as described in the Documents and this Agreement;

(i) it shall procure the benefit of any warranties or guarantees in respect of Goods and Services and provide copies of such warranties or guarantees to the Government;

(j) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) that all payments to the Government, including but not limited to, taxes and social insurance, are current. In the event that any payments are delinquent, the Government may deduct, in part or in full, any payments made to it under this Agreement;

(l) it will inform Government promptly of all known or anticipated material problems relevant to the delivery of Goods or Service;

(m) it will notify the Government immediately if it has any actual or potential conflict of interest which might affect its ability to provide the Goods or Service;

(n) it is not affected by an insolvency event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

(o) for the Term and for a period of twelve (12) months after the termination or expiry of this Agreement, the Supplier shall not employ or offer employment to any staff of the Government which have been associated with the provision and delivery of the Goods without written approval or the prior written consent of the Government which shall not be unreasonably withheld.

5.3 Each of the representations and warranties set out in Section 5.1 and Section 5.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Agreement.

5.4 If at any time a Party becomes aware that any representation or warranties given by it under either Section 5.1 or Section 5.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

5.5 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Government may have in respect of breach of that provision by the Supplier which constitutes a material Default.

5.6 The Supplier acknowledges that:

(a) the Government has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;

(b) it has undertaken all necessary due diligence and has entered into this Agreement in reliance on its own due diligence alone;

(c) it acknowledges and warrants that it is fully satisfied as to the scope and nature of the duties and obligations under this Agreement; and

(d) it shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:

(i) misinterpretation of the requirements of the Government in the Order or elsewhere in this Agreement;

(ii) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the due diligence information; and/or

(iii) failure by the Supplier to undertake its own due diligence.

6. GOODS

6.1 The Supplier shall ensure that the Goods:

(a) correspond with their description, Documents and any applicable Specifications;

(b) be of satisfactory quality (within the meaning of the *Sale of Goods Act 1978*, *Supply of Goods and Services (Implied Terms) Act 2003,* as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Government expressly or by implication, and in this respect the Government relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for twelve (12) months after Government receives the Goods; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

6.2 The Government has the right to inspect and test the Goods at any time before receipt of the Goods.

6.3 If following such inspection or testing the Government considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings in this Section 6, the Government shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

6.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement and the Government shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

7. LICENSE GRANT

7.1 Supplier grants the Government a non-exclusive royalty free right to use the Software and Documents exclusively for the operation of the Goods intended or supplied therefore. In particular, the right to use the Software shall not include the right to translate, lease, lend, sublicense, distribute or publicly reproduce the Software or make it available online to third parties. Furthermore, the right to use the Software shall not include the right to reproduce the Software unless such reproduction is necessary for the operation of the Goods intended or supplied therefore or to produce a backup copy. Unless provided otherwise by mandatory law or written contractual regulations, the Government shall not be authorized to modify, decompile, disassemble or otherwise reverse-engineer the Software, whether in whole or in part, in order to acquire the source code.

7.2 In the event you are not able to support any Software update, upgrade, version or new release that changes major functionality and is not compatible with the Equipment or a Service, you shall use your best efforts to resolve such issues and to provide optimal functionality of the Goods or the Service.

7.3 Supplier grants the Government the right, which may be revoked in case of good cause, to transfer to third parties the right to use the Software granted to the Government. The Government may transfer the right to use the Software to third parties only together with the Goods which the Government acquired together with the Software from Supplier or for which the Software of Supplier is intended. In that case, the Government will impose the above obligations and restrictions on the third party.

7.4 The Software will be provided solely in machine-readable form (object code) and without source code or source code documentation.

7.5 The Government will not acquire title to any Software incorporated in, accompanying, or delivered with the Goods until the Goods have been accepted by the Government.

8. WARRANTY OF THE GOODS

8.1 The Supplier hereby guarantees the Goods for the Warranty Period as set out in Schedule 2 against faulty Goods and workmanship and any errors, omissions or wilful misconduct during installation of the Goods or Service.

8.2 If the Government shall within the Warranty Period give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Government howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Government shall elect) at its own Expense.

9. OBLIGATION TO REMEDY DEFAULT IN THE SUPPLY OF THE GOODS

Subject to the Indemnity Section and without prejudice to any other rights and remedies of the Government howsoever arising in this Agreement, the Supplier shall remedy any breach of its obligations in this Agreement within Ten (10) Business Days of becoming aware of the relevant Default or being notified of the Default by the Government or within such other time period as may be agreed with the Government (taking into account the nature of the breach that has occurred) and the Supplier shall meet all the Expenses in the performance of such remedial work.

10. ADDITIONAL GOODS

10.1 Additional goods or service, if any, may be required after the date of execution of this Agreement and may be performed upon prior written approval of the Government. Such written approval shall be evidenced by an authorization for changes in the service ("**Change Order**") or such other written authorization as approved by the Government. In .such case, a Change Order shall be issued within a reasonable time thereafter.

10.2 All Change Orders are subject to the terms and conditions of this Agreement.

10.3 Fees for additional goods or service shall be agreed by the Parties in writing prior to any additional goods or services being provided.

11. DELIVERY

11.1 Time is of the essence in connection with the delivery of the Goods. The Supplier shall perform expeditiously to meet the requirements hereunder and shall deliver the Goods to the Government prior to or on the Delivery Date or such other time as specified by the Government. In the event that the Supplier is unable to provide the Goods within the required time, the Supplier shall notify the Government the time the request is made or promptly thereafter to allow the Government sufficient time to purchase from an alternative supplier.

11.2 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their

destination in good condition and in accordance with the Documents and Specifications;

(b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) if the Supplier requires the Government to return any packaging material to the Supplier, that fact is to be clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the Supplier's Expense.

11.3 The Supplier shall deliver the Goods specified in each Order:

(a) on or before its relevant Delivery Date;

(b) at the Delivery Location; and

(c) during the Government's normal business hours, or as instructed by the Government.

11.4 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.

11.5 If the Supplier delivers more or less than the quantity of Goods ordered, and the Government accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

11.6 If the Supplier:

(a) delivers less than 50% of the quantity of Goods ordered, the Government may reject the Goods; and

(b) delivers more than 105% of the quantity of Goods ordered, the Government may at its discretion reject the Goods or the excess Goods.

11.7 If the Government rejects any Goods they are returnable at the Supplier's Expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Government may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Government will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

11.8 The Supplier shall not deliver Orders in instalments without the Government's prior written consent.

11.9 Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Government to use any of its remedies as set out in this Agreement.

11.10 Continuing Obligation to Provide the Goods:

(a) The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the provision of the Goods, notwithstanding:

(i) any withholding or deduction by the Government of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Agreement;

(ii) the existence of an unresolved dispute; and/or

(iii) any failure by the Government to pay any Fees or Expenses,

unless the Supplier is entitled to terminate this Agreement as a result of the Government's failure to pay undisputed Fees.

12. INSPECTION AND ACCEPTANCE

12.1 The Government shall at all times retain the right to inspect the Goods provided by the Supplier and shall have the right to review, require correction or additional follow up, if necessary, and accept the Goods or Service.

12.2 The Government will notify the Supplier of its contact who shall be responsible for reviewing, inspecting and approving Delivery of the Goods and Service.

12.3 The Government shall have the right to reject the Goods or refuse acceptance of the Goods if:

(a) the Goods, or any portion thereof, are not in conformance with this Agreement;

(b) the Goods, or any portion thereof, are not in conformance with the Specifications provided to the Supplier at the time the order for the Goods was placed; or

(c) the Goods, or any portion thereof, are not in conformance with the Documents; or

(d) the Supplier fails to deliver the Goods within the time specified by Government following receipt of the Order or such other time as specified by the Government.

12.4 Upon such rejection of the Goods, the Supplier shall arrange for return of the Goods to the Supplier, at the Supplier's risk and Expense, and the Supplier shall promptly reimburse the Government for any payments made in connection with the delivery and return of the rejected Goods or any part of the Goods.

12.5 Following rejection of any Goods in accordance with this Section, the Government shall have the right to require the Supplier to make another delivery of Goods which conform to this Agreement, Documents and/or the Specifications provided or, to purchase the Goods and Service or substitutes thereof from alternative sources. The Supplier shall reimburse the Government, upon demand, all additional Expense incurred by the Government, if any, in obtaining the Goods and Service or substitutes thereof.

12.6 The Government may confirm, in writing, acceptance of the Goods at the time of Delivery or at any time thereafter.

12.7 Written acceptance of the Goods by the Government shall release the Supplier from any obligation to remedy any nonconformity of the accepted Goods or reimburse the Government for any additional costs incurred in obtaining other Goods or substitutes thereof but does not relieve Supplier from any warranty, guarantees or service obligations. The Government shall have the right to inspect the Goods prior to, or at the time of Delivery or within thirty (30) days following Delivery for compliance with this Agreement and other Specifications required by the Government.

12.8 Supplier's failure to proceed with reasonable promptness to make necessary corrections shall be a Default. If Supplier fails to provide corrected Goods or Supplier fails to correct performance of Service

within a timeframe as set by Government, the Government may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of Goods and Service received.

13. OWNERSHIP AND RISK OF GOODS

13.1 Without prejudice to any other rights or remedies of the Government howsoever arising title to the Goods shall pass to the Government upon Delivery to the Government at the Delivery Location.

13.2 In the event that an advance payment is made, title to the Goods shall not pass to the Government and all risk in the Goods remain with the Supplier until Government has accepted the Goods in writing.

13.3 Risk of loss or damage to the Goods shall only pass to the Government at the time of acceptance of the Goods by the Government.

14. PAYMENT FOR THE GOODS AND INVOICING

14.1 The Government shall pay a Fee you the Goods and related Service, within sixty (60) days of receiving a valid invoice, subject to Schedule 2. Invoices for each Order shall be submitted to the Government's representative. **See Schedule 3 for ammendmant.**

14.2 The Fee has been calculated to take account of payroll tax and social insurance contributions that, as a non-employee, the Supplier are required to pay in full. The Fee is not payable during public holidays.

14.3 The Fee will be subject to deductions by law in the event that the Supplier has not registered as a service provider with the relevant Government department.

14.4 The Fee will be subject to further deductions for the following reasons:

(a) where there has been an overpayment to the Supplier for any reason;

(b) where there has been a mistake of payment made to the Supplier;

(c) if the Supplier have not delivered the Goods, a Service, or any part of the Goods or Service, as required;

(d) where the Government has suffered loss by the Supplier's failure to follow instructions, error, omission, wilful misconduct or to exercise due diligence;

(e) if the Supplier caused damage to Government property, the value of replacement or repair of the damaged property;

(f) if the Supplier leaves or terminates this Agreement without giving the required notice, the value of the Fee for the notice period; and

(g) overpayments or advances of payment taken in excess of the Fee.

14.5 A proper and correct invoice and supporting documentation must include:

(a) the Supplier's name and address;

(b) invoice date and invoice number;

(c) Government's name and address where the Goods were delivered;

(d) total amount payable and cost per unit;

(e) a description of the Goods supplied including specific quantities consistent with the Agreement requirements and orders placed;

(f) a description of a Service provided related to the Goods;

(g) mailing address and the person to whom payment is to be sent or the banking institution and account information for a payment by wire transfer (unless such information has previously been provided and processing has been confirmed by the Government); and

(h) contact telephone number, fax number and e-mail address.

14.6 Invoices must be submitted within sixty (60) days of Delivery of the Goods. Advance payments will not be made unless specifically authorized in writing by the Accountant General. **See Schedule 3 for amendment.**

14.7 The Supplier's failure to timely submit a proper invoice as set forth in this Section may result in a delay in payment by the Government. The Government shall not pay interest on any late payment to the Supplier resulting from the Supplier's failure to submit a proper or timely invoice or otherwise comply with the terms of this Section. The Supplier agrees that the Government is not responsible, nor will it be liable to the Supplier under law or equity for any and all Expenses that the Supplier may incur resulting from any delays in payment caused by the Supplier's failure to comply with the terms of this Section.

14.8 Proper invoices remaining unpaid for more than sixty (60) days following the due date shall bear interest at the rate of 12% per annum. The Supplier shall have the right to suspend or terminate delivery of Goods for non-payment of such invoices upon fourteen (14) Business Days' written notice delivered to the Government at the address provided herein for notices.

14.9 No additional expenses shall be allowed for reimbursement under this Agreement. The Supplier shall deliver the Goods at its own expense.

15. GOVERNMENT REMEDIES

15.1 If the Goods are not delivered on the relevant Delivery Date at the Delivery Location, or do not comply with the undertakings set out in the Representation and Warranty section then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Government may exercise any one or more of the following remedies:

(a) terminate the Agreement;

(b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

(c) require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

(f) claim damages for any other Loss suffered or incurred by the Government which are in any way attributable to the Supplier's failure to carry out its obligations under this Agreement.

15.2 If the Goods are not delivered on the Delivery Date, the Government may at its option claim or deduct 20% per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% per cent of the total price of the Goods.

15.3 This Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

15.4 The Government's rights and remedies under this Agreement are in addition to its rights and remedies implied by statute and common law.

16. INDEMNITY AND LIMITATION OF LIABILITY

16.1 Indemnity: Supplier shall indemnify, keep indemnified and defend the Government against:

(a) any Claim or Loss arising from any breach by the Supplier or a Representative; or

(b) any Claim or Loss arising from a third party as a result of negligent act, errors, omission or wilful misconduct by the Supplier or anyone engaged by the Supplier; or

(c) any Claim or Loss in connection with:

(i) any claim made against the Government for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(ii) any claim made against the Government by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or defects occurring during the installation of the Goods, to the extent that the defects in the Goods or occurring during installation of the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(iii) any claim made against the Government by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier or Representatives or sub-contractors.

16.2 The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Supplier.

16.3 Limitation of Liability: Without limiting the provisions of this Section, either party's maximum aggregate liability to the other party, for all Claims or Loss in connection with this Agreement or the performance thereof arising during its entire term shall be limited to the Fee paid to you under this Agreement for the three (3) months immediately preceding the date the on which the latest Claim or Loss first arose, or the coverage limits of any insurance policy that may be required to respond to a Claim or Loss, whichever is the greater.

16.4 Nothing in this Agreement shall exclude or limit any liability which cannot be limited or excluded by law and you shall accordingly maintain the Insurance Policy in full force and effect during the Term.

16.5 All Claims against the Government must be commenced in court within one (1) year after the cause of action has accrued or the act, omission or event occurred from which the Claim arises, whichever is earlier, without judicial extension of time, or said Claim is barred, time being of the essence.

17. INSURANCE

17.1 The Supplier shall maintain at its sole expense, on a primary basis, and an "*occurrence basis"*, at all times during the Term, the Insurance Policies. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverages and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as required by the Government shall entitle the Government to either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of the Governments rights or remedies in connection with this Agreement. Amounts of Insurance Policies are set out in Schedule 1.

17.2 The Supplier shall be responsible for the payment of all deductible amounts on the Insurance Policies and shall on request supply to the Government copies of the Insurance Policies and evidence that the relevant premiums have been paid.

17.3 The Supplier shall notify the Government forthwith of any changes to any of the Insurance Policies, or of any claims or potential claims which have arisen to which the insurer(s) of the Insurance Policies may be required to respond.

17.4 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Government (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

17.5 The policy clause "*Other Insurance*" or "*Excess Insurance*" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the Government of Bermuda's Self-Insured Retentions of whatever nature.

17.6 If the Supplier subcontracts any work under this Agreement, Supplier shall ensure that each subcontractor maintains insurance coverage with policy limits of at least the amounts stated in the Insurance Policies.

17.7 The insurance requirements set forth above do not in any way limit the amount or scope of Suppliers liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.

18. NON DISCLOSURE OF CONFIDENTIAL INFORMATION

18.1 The Parties shall only use Confidential Information disclosed under the terms of this Agreement for the purpose of this Agreement, subject to privilege of the Legislature.

18.2 The Parties shall receive and hold any Confidential Information in confidence, and shall take all reasonable and necessary care to maintain the confidentiality of such information.

18.3 The Parties may disclose Confidential Information to their legal or professional advisors on a need to know basis under non-disclosure obligations at least as protective as under this Agreement. Each Party shall remain responsible for the use of Confidential Information by its Representatives and in the event of discovery of unauthorized disclosure, either Party must promptly notify the other Party.

18.4 Neither Party shall disclose to any third party, publish or otherwise use for its own benefit or the benefit of a third party any Confidential Information without the prior written consent of the other Party.

18.5 Any disclosure of Confidential Information to a third party, after written approval from the other Party, shall be done only under an agreement that fully protects the rights of the Government.

18.6 Notwithstanding the foregoing, either Party may, upon written notice to the other Party, disclose Confidential Information revealed pursuant to the Agreement to the extent required by a judicial order or other legal obligation.

18.7 Within thirty (30) days of either expiration or termination of this Agreement, the Supplier shall collect all Confidential Information applicable thereto and received and/or created under this Agreement and shall either return the Confidential Information to the Government (without retaining copies thereof) or destroy the Confidential Information, as commercially reasonable as possible, in accordance with the written direction of the Government.

18.8 Any violation of this Section by the Supplier shall constitute a material breach of this Agreement and shall be a basis for termination of this Agreement for Default.

19. TERMINATION AND SUSPENSION

19.1 The Government may terminate this Agreement and the service hereunder in whole, or in part, without cause upon sixty (60) days' prior written notice to the Supplier. Upon receipt of such notice, the Supplier shall: (1) immediately take the necessary actions to discontinue all service affected as of the effective date of termination unless and to the extent that the notice directs otherwise, and (2) deliver to the Government all Goods and Service which have been ordered and are deliverable hereunder.

19.2 In the event that termination by the Government is based upon the lack of available funding, the notice requirement for termination shall be reduced to thirty (30) days' notice.

19.3 The Government may terminate this Agreement immediately, if the Supplier:

(a) shall be guilty of any error, omission to act, failure to follow instructions, misrepresentation or willful misconduct in the discharge of duties hereunder; or

(b) commits an irremediable breach; or

(c) is subject to a change of control or chooses to discontinue its business; or

(d) if the Supplier or its parent entity ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of its obligations under this Agreement), or becomes or is deemed insolvent, is unable to pay your debts as they fall due, has a receiver, administrative received, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors or an order or resolution

is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or the Supplier takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction; or

(e) if the either party's performance is affected by a force majeure event which lasts seven (7) days or more.

19.4 The following articles shall survive termination of this Agreement:

(a) Confidential Information;

(b) Indemnification;

(c) Insurance;

(d) Limitation of Liability;

(e) Governing Law; and

(f) Jurisdiction.

19.5 The Government may temporarily suspend the duties of the Supplier hereunder and shall confirm such instruction in writing to the Supplier. Upon any such suspension, the Government shall make payments to the Suppler up to the time of such suspension. If, following suspension of the Supplier's duties, there is no resumption within six (6) months, this Agreement may be terminated by the Supplier, and the Government shall make such payments as may be due under this Agreement.

19.6 If the duties of the Supplier cannot be discharged for reasons outside the control of the Government or the Supplier, the Agreement shall be treated as terminated by mutual agreement, and the Supplier shall be entitled to appropriate payment for Services or Goods provided under this Agreement, up to the time of termination.

19.7 The Government may terminate this Agreement at any time based upon a Default. The Government, in its sole discretion may provide the Supplier with a notice to cure the Default ("**Cure Notice**") any conditions that would otherwise amount to a basis to terminate this Agreement as a result of the Supplier's failure to fulfill its obligations hereunder. The Supplier shall respond to any such Cure Notice within a reasonable time or within such time as provided therein and the Supplier shall either cure the specified conditions or provide assurances to cure the same which the Government, in its sole discretion, deems adequate.

19.8 Any dispute with regard to this Article are expressly made subject to the terms and conditions of this Agreement.

20. PAYMENT FOLLOWING TERMINATION AND SUSPENSION

20.1 Following termination or suspension of the Suppliers obligations under this Agreement by the Government or as otherwise specifically stated herein, the Government shall pay to the Supplier, upon receipt of a proper invoice and subject to the terms and conditions herein, all amounts payable for Goods provided or ordered prior to the effective date of termination or suspension as calculated in accordance with Schedule 1.

20.2 The Government may issue a written order to resume the order of Goods or Service hereunder within

six (6) months of suspension in which case the pricing shall be as provided in Schedule 1.

21. DISPUTE RESOLUTION

21.1 If a dispute arises out of this Agreement, the Government and the Supplier shall attempt to agree to a settlement in good faith.

21.2 If a dispute is not resolved by the Parties, either the Government or the Supplier may at any time give notice to the other in writing that they wish to refer the dispute to mediation. The mediation shall be conducted by a mediator appointed upon mutual agreement of the Parties, or if no agreement can be reached, then by the President of the Chartered Institute of Arbitrators (Bermuda Branch).

21.3 If agreement cannot be reached through the Mediator or if the Parties otherwise agree, then the dispute may be determined, upon mutual agreement between the Parties, by arbitration.

21.4 The arbitration shall by a single arbitrator appointed upon mutual agreement of the Parties or by the President of the Chartered Institute of Arbitrators (Bermuda Branch). The provisions of the *Arbitration Act 1986*, as amended from time to time, shall apply.

21.5 Notwithstanding the forgoing, no person shall he appointed to act as a mediator or arbitrator who is in any way interested, financially or otherwise, in the performance of duties hereunder or the business affairs of the Supplier.

21.6 The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. Nothing in this Section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The Parties shall continue to perform their respective obligations during the dispute resolution process set out in this Section, unless and until this Agreement is terminated in accordance with its terms.

21.7 The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the Parties and each Party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.

21.8 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.

21.9 The arbitration proceedings and the decision shall not be made public without the joint consent of the Parties and each Party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other Party, except as otherwise required by applicable law or statutes.

22. FORCE MAJEURE

22.1 Notwithstanding any other provision in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement if such default, delay failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with such default including, but not limited to causes such as strikes, lock-outs or other labour disputes, riots, civil disturbances, actions of Governmental authorities or suppliers, epidemics, wars, embargoes, storms, floods, fires, earthquakes, acts of God, of the public enemy, computer downtime or the default

of a common carrier (hereinafter called the Force Majeure Event).

22.2 If the Supplier is prevented from delivering the Goods due to the Force Majeure Event, the Supplier shall notify the Government's representative of the fact in writing promptly after discovery of the Force Majeure Event.

22.3 If the circumstances preventing Delivery are still continuing fourteen (14) days from and including the date when the Supplier sends such notice, then either Party may give written notice to the other cancelling the Agreement. Such written notice must be received while the Force Majeure Event is still continuing.

22.4 Notwithstanding the forgoing, each Party shall forthwith notify the other Party of the commencing of any strike or lock-out and either Party, based upon any delay caused thereby, may grant such extension of time as it considers reasonable without prejudice to the right of the other Party to exercise any other right or power hereunder.

22.5 If the Agreement is cancelled as a result of a Force Majeure Event, the Supplier shall refund any payment which the Government has already made, if any, for Goods which have not yet been delivered.

23. GOVERNANCE

23.1 The Supplier shall inform us promptly of all known or anticipated material problems relevant to delivery of the Service.

23.2 the Supplier agrees to provide us (and, if we request in writing, our auditors and competent regulatory authorities) with full information on the provision and delivery of a Service in an open and cooperative way and attend our meetings to discuss the Service and this Agreement. We may disclose any information relating to this Agreement to a regulator or auditor.

23.3 The Supplier shall provide details of all persons with an ownership stake in it, which shall include persons who are its direct shareholders as well as person who are shareholders of other companies in which the Supplier holds an ownership stake.

23.4 Such statement shall be provided at least annually or if there is any change in the Supplier's interests.

24. ANTI-CORRUPTION

24.1 The Supplier represents, warrants and covenants that, in connection with activities performed under this Agreement or on our behalf, the Supplier has not and will not offer, promise, authorise, pay, or act in furtherance of an offer, promise, authorization, or payment of anything of value, directly or indirectly, to a Government Official (as hereinafter defined), political party or party official, candidate for political office, or official of a public international organisation, in order to obtain or retain business, to secure an improper advantage or benefit of any kind or nature to person(s) related, associated or linked to the Government Official, or to secure or influence discretionary action, inaction or a decision of a Government Official(s). For purposes of this Agreement, the term "**Government Official**" shall mean and include any official, public officer or employee of the Government, as well as an official or employee in the judicial, legislative, or military, anyone acting in an official capacity of the Government, or any immediate family member of such persons.

24.2 The Supplier represents, warrants, and covenants that it has complied and will comply with *The Bribery Act 2016* and all other applicable laws of any relevant jurisdiction in connection with the performance of your obligations under this Agreement. Without limiting the generality of the foregoing, the Supplier represents, warrants, and covenants that it has not and will not take any action that would cause the Government, or anyone acting on its behalf to violate or be subjected to penalties under *The Bribery Act 2016*, or the applicable anti-corruption laws of other countries.

24.3 The Supplier acknowledges and agrees that in the event that we believe, in good faith, that it has breached this section, we shall have the right to immediately terminate this Agreement and any or all other agreements that we may have with the Supplier.

25. AUDIT RIGHTS AND RETENTION OF RECORDS

25.1 The Supplier shall retain all records pertinent to this Agreement for a period of three (3) years following expiration or termination hereof. The Supplier shall establish and maintain books, records and documents (including electronic storage media) in accordance with Bermudian Accepted Accounting Principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Government, including all receipts, invoices, payroll records and/or other documentation used to substantiate requests for payment hereunder. At any time or times before final payment and for three (3) years thereafter, the Government may cause the Supplier's records to be audited by an authorised Public Officer. Records required to resolve an audit shall be maintained for a period of not less than three (3) years following resolution of the audit or any arbitration or litigation arising hereunder.

25.2 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable Expense. In the event that all payments have been made to the Supplier by the Government and an overpayment is found, the Supplier shall reimburse the Government for such overpayment within thirty (30) days following receipt of written notification thereof.

25.3 Duly authorized Public Officers shall have full access to and the right to examine any of the records including financial records, pertinent to this Agreement at all reasonable times for as long as such records are required to be retained hereunder.

25.4 The Supplier shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any, made in accordance with this Agreement.

26. ELECTRONIC COMMUNICATIONS

Government may communicate with the Supplier by email. The internet is not secure and messages sent by email can be intercepted. Supplier shall use its best efforts to keep its security procedures current and all communications by email secure.

27. NOTICES

27.1 Any notice required or permitted hereunder shall be in writing, and service thereof shall take effect by one of the following methods:

(a) delivering copies personally;

(b) by prepaid mail;

(c) by facsimile transmission; or

(d) by electronic mail to the party with read receipt requested.

27.2 Notices shall be deemed to have been duly given:

(a) if by personal delivery, on the date of such delivery;

(b) if by prepaid mail, seven (7) days after the date of posting; or

(c) if by facsimile or electronic mail, one (1) day after the date of transmission to the facsimile number or electronic mail address provided in writing by the party receiving the notice.

27.3 Notices shall be delivered to the addresses and persons as set out in Schedule 1.

28. GENERAL

28.1 This Agreement together with any documents referred to in it supersedes and replaces all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral including whether in invoices, emails or otherwise between the parties relating to the Goods and Service and is the complete agreement between the Parties.

28.2 All Supplier written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender or response to a request for proposal or any other documents submitted, remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement.

28.3 This Agreement shall not be modified or amended in any way except by mutual agreement of the Parties evidenced in writing and signed by the Parties.

28.4 Nothing in this Agreement is intended or shall have the effect of creating any relationship between the Parties hereto other than that of the Government and independent contractor. Neither the Supplier nor the Supplier's employees, subcontractors, agents or other representatives are employees, agents, representatives or partners of the Government. As such, they have no authority to legally bind the Government by contract or otherwise with respect to any third party.

28.5 This Agreement may not be assigned by either Party without the express written consent of the non-assigning Party. The doctrine of *Contra Proferentem* shall not be applicable to this Agreement.

28.6 All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

28.7 Waiver of any breach of this Agreement must be in writing to be effective and shall not be a waiver of any subsequent breach, nor shall it be a waiver of the underlying obligation.

28.8 Neither the presentation nor payment or non-payment of an invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the parties hereunder.

28.9 If any provision of this Agreement shall be declared invalid, unenforceable or illegal, the remaining provisions shall continue in full force and effect and such invalid, unenforceable or illegal provision shall be deemed as no longer a part of this Agreement.

28.10 This Agreement may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this Agreement by facsimile or email shall be sufficient for all purposes and shall be binding on any Party to the Agreement.

29. GOVERNANCE AND AGREEMENT ADMINISTRATION

29.1 The Government's representative and contact details for this Agreement are set out in Schedule 1. All deliverables, invoices and inquiries regarding Goods supplied hereunder shall be submitted to the Government's representative.

29.2 The Supplier shall appoint a Representative for administration of this Agreement and the duties and obligations hereunder who shall have full authority to act on behalf of the Supplier. The Government may request, by notice in writing to the Supplier, the replacement of the appointed person, and agreement with such request shall not be unreasonably withheld. The Supplier shall use its best endeavors to replace the individual with another qualified individual employed by the Supplier and approved by the Government.

29.3 The Supplier will secure at its own Expense all Representatives required for performing the Supplier's obligations under this Agreement. The Representatives shall not be employees of or have any contractual relationship with, the Government. All duties required of the Supplier hereunder shall be performed by the Supplier or Representatives and all Representatives engaged in the work shall be fully qualified to perform such duties.

29.4 Supplier agrees to provide the Government (and, if Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of a Service in an open and cooperative way and attend meetings with the Government to discuss a Service and this Agreement. The Government may disclose any information relating to this Agreement to a regulator or auditor.

[*signature page follows*]

IN WITNESS WHEREOF, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

SIGNED by a duly authorised officer for and on behalf of the **Government**	Signature:
	Print Name:
	Title:
SIGNED by the **Supplier** or a duly authorised officer/representative for and on behalf of the **Supplier**	Signature:
	Print Name:
	Title:

SCHEDULE 1

Capitalized terms used but not defined in this schedule will have the meanings given to them in the Agreement.

1. **Objective**: The Government requires the Supplier to provide the Goods and Service as detailed below in an efficient and cost effective manner.

2. **The Government**

Ministry:		**Ministry of Public Works & Environment**	
Department:		**Ministry of Public Works Headquarters**	
Address:		**3rd Floor, General Post Office Building**	
		56 Church Street, Hamilton, Bermuda HM12	
Government Contact:			
Tel No.:		**Mobile No.:**	
Email address:			

3. **Supplier and Service conditions:**

Suppler Name:			
Address:			
Home Tel:		**Mobile No.:**	
Email address:			
Commencement Date:			
First Completion Date:			
Government Enacted Extension Option (Second Completion Date)			
Delivery Date:			
Termination Notice Period:			
Payroll Tax #:	**N/A**	**Social Insurance No.:**	**N/A**
INSURANCE COVERAGE			
Professional Liability:		**N/A**	
Commercial General Liability:			
Technology Errors and Omissions for damages arising from the use of software required in order to enable the use of the Goods:		**N/A**	

4. SUPPLIER Representative and Contact Details:

Name	Email	Telephone Number

GOVERNMENT Representative and Contact Details:

Name	Email	Telephone Number

S C H E D U L E 2

Special Instructions

S C H E D U L E 3

Statement of Work