



**Government of Bermuda
Ministry of Education and Workforce Development
Department of Workforce Development**

October 19, 2018

Dear Sirs,

Project Request for Quotation (RFQ) for a Public Education and Awareness Campaign for the Department of Workforce Development

The Department of Workforce Development invites you to submit a proposal (quote) for a Public Education and Awareness Campaign with the aim to achieve the following:

- Demonstrate to the community that we are making positive steps to ensure people are employed, trained and certified
- Improve the public perception and image of the Department
- Improve overall public awareness of the Department's services
- Promote Department as a One-Stop Career Centre.

The selected respondent will work with the Department of Workforce Development and Department of Communications team to develop and implement a strategic public education/awareness programme over a three-month period. See Statement of Requirements (Appendix C) for more details.

1. Terms of the RFQ Process

The terms governing this RFQ process are set out within the RFQ.

2. Communication

For the purpose of this procurement process, the contacts will be the Communication Officer **Mrs Tina Evans-Harvey**, at Email: emevans@gov.bm. Any changes to this RFQ will be communicated to all respondents by addendum.

Respondents has the opportunity to ask questions prior to 5:00 pm AST, on Wednesday 24th October 2018. Questions must be sent to Email address: emevans@gov.bm and please mark in the Subject line: "Questions - Quotation for a Public Education and Awareness Campaign".

All questions and responses will be shared with all respondent s within 4 working days and posted on the Government Portal

3. Content of Quotation

Each quotation must include a Quotation Form (Appendix D) and Certificate of Non –Collusion (Appendix E) completed and signed by the respondent. In addition to the Quotation Form, quotations should include any additional information or materials requested in Appendix B (10)

4. Submission of Quotations: Quotes should be submitted to the address below or electronic

mail (email) by the date and time of the deadline below.

Address: Department of Workforce Development
Attention: Mr. George Outerbridge, Director,
Address: 23 Parliament Street, Hamilton, Bermuda

Email: Email: gouterbridge@gov.bm.

- i. All email deliveries must be in an editable format, particularly Microsoft Word. The pricing shall be submitted in Microsoft Excel.
- ii. All conditions contained in the Request for Quotations are considered accepted by the respondent in any information submitted.
- iii. All information submitted with the quotation will be kept confidential. The Government of Bermuda is not obliged to award orders or contracts to respondent based on the information received.

5. Date of Submission deadline: November 2, 2018 Time of deadline: 4:00 p.m. AST. Quotes received after the designated time of receipt will be considered as “NO BID” and “VOID.” The Government of Bermuda has the authority to amend the submission deadline date.

6. Evaluation and Selection

Quotations will be evaluated on the basis of the Evaluation Criteria set out in the RFQ. Subject to the RFQ Particulars Terms, the top-ranked respondent as established in the evaluation process will be selected to enter into a contract for the provision of the statement of requirements. The respondent selected pursuant to this RFQ process will be sent a selection notice by e-mail. Respondents not selected will also be informed by e-mail.

7. Contract for the Deliverables

The terms and conditions of the contract for the statement requirements are set out in Appendix F. The selected respondent will be expected to enter into the contract within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ process.

We look forward to receipt of your response.

Sincerely,

George Outerbridge
Director, Department of Workforce Development
Email: gouterbridge@gov.bm

APPENDIX B – RFQ PARTICULARS

8. Evaluation Process

The submissions will be in a two-stage process based upon the standard Government of Bermuda evaluation. The first stage is a qualitative evaluation of each proposal by the project

team members resulting in a short list of potential respondent. Subsequently, client references will be taken up for the short listed respondent; prior to making a final selection, the Government will determine whether to conduct oral presentations. If it is determined that oral presentations are needed they will be conducted at no expense to the Government. Oral presentation may be by phone or in person. In-person presentations will take place as directed by the Government on a yet to be determined date at no expense to the Government.

- i. The only information that will then be released is the name of the successful respondent.
- ii. The respondent selected pursuant to this RFQ process will be sent a selection notice by e-mail. Respondents not selected will also be informed by e-mail.

9. Price and Non-Price Factors

Quotations will be evaluated and scored on the basis of the criteria set out below. Subject to the statement of requirements, the top-ranked respondent will be the respondent that achieves the highest total score. In the event of a tie, the selected respondent will be the respondent with the highest score on the non-price criteria.

Evaluation Criteria	Weighting (Points)
<p>Pricing</p> <ul style="list-style-type: none"> • Price (include all costs) • The bidder is in a stable financial position • The bidder has no outstanding Government debt <p>Pricing will be scored based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula: <i>lowest price ÷ respondent's price × weighting = respondent's score</i></p>	30
<p>Experience and Capability</p> <ul style="list-style-type: none"> • Does the bidder clearly demonstrate the ability to meet the Government's requirements? • Did the bidder offer evidence of experience with projects of a similar technical level? • Has the bidder performed well on previous Government projects? • Is the bidder able to complete the work within the required timeframe? • Does the bidder offer evidence that they have sufficient, suitably experienced resources available to complete the work? • Does the bidder have a good track record of ensuring the health, safety and welfare at work of all their employees? • Were the bidder's referees positive about their experience of working with the contractor/vendor/supplier, and would they use the bidder again? 	40
<p>Social, Economic and Environmental</p> <ul style="list-style-type: none"> • Percentage of Bermudians employed by the bidder • Number of Bermudians employed by the bidder • Is the bidder a Specified Business? • Will the bidder use a Specified Business(es) in their supply chain? • Will the bidder use a Specified Business(es) as a subcontractor(s)? • Does the bidder offer evidence of (i) providing mentoring, apprenticeships or training opportunities for Bermudians, or (ii) being willing to offer them? • Does the bidder have (i) a safety and health policy; (ii) a sustainable goods and/or services policy; and (iii) an environmental policy? 	30
Total Points	100

10. Pricing

- a. Pricing must be provided in Bermuda funds.

11. Information for Evaluation

Respondents should include the following information and materials in the quotation for the purposes of the evaluation:

- a. Appendix D Quotation Form
- b. Appendix E Certification of Non Collusion
- c. **Other Submission Requirements**
 - i. Cover Letter: All quotes must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the Government. The cover letter must also identify the primary contact for this proposal and include the RFQ title. The cover letter should express the firm's interest and serve as an executive summary of the proposal.
 - ii. Respondent must submit a development and implementation plan, to include plans for development by deliverable and discuss options for implementation / deployment. The plan should also include an estimate of resource time from the respondent and an estimate of time required by the Government of Bermuda resources. Identification of all team members who will work on the project
 - iii. Respondent must provide a detailed proposed approach, including all key assumptions, for performing the tasks and developing the deliverables contained in their proposal. Respondent must include as part of its approach a detailed Gantt chart developed in Microsoft Project 2000®, or a comparable product, that contains all major project tasks of the proposed approach. The Gantt Chart must include at a minimum:
 - Detailed tasks and dependencies;
 - Task start and end dates;
 - Awarded respondent's staff assigned to each task and estimated work hours and total task duration;
 - Staff commitments required for each task along with estimated work hours and total task duration for the Government of Bermuda staff; and
 - Milestones and deliverables.

d. Pricing

- i. A pricing schedule must be included that contains milestones and the associated payment amounts (hourly rate and/or flat amount) for the deliverables.
 - ii. Pricing quoted must be all-inclusive and must include all labour and material costs, all insurance costs, costs of delivery, all costs of installation and set-up, and all overhead, including any fees or other charges required by law.
 - iii. Must supply all costs or fees, with sufficient narrative description to clearly identify the item or activity. The cost quotation must differentiate between one-time costs (such as for development) and ongoing costs (such as operations and training costs).
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12. References

The Government of Bermuda reserves the right to require the respondent to submit such evidence of qualifications, as it may deem appropriate before awarding any contract. This evidence may be concerning financial, technical, and other qualifications as well as the relevant experience and skills of the Respondent.

13. General Terms

- a. All Bermuda taxes such as payroll tax and social insurance etc. must be in good standing.
- b. All submissions will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time stated above. The Government of Bermuda shall not purchase services from any business owing delinquent taxes to the Government of Bermuda.
- c. All production of videos, marketing materials, documents, plans, technical or financial data or other materials and each of their corresponding copyright or other intellectual property in work produced by the Respondent in the course of providing the Services to the Government shall belong to Government, which may utilize those deliverables freely (including by adapting, copying, publishing and licensing).
- d. Upon awarding and acceptance of a contract for goods or services, a Government of Bermuda Purchase Order will be issued as a guarantee to pay. Payments will be authorized on invoices 30 days after receipt of the contracted goods or services.
- e. All responses must include any proposed variations to these standard payment terms for discussion and negotiation.

Appendix C Statement of Requirements

Background Information

The Department of Workforce Development falls under the Ministry of Education and Workforce Development. The Department of Workforce Development carries out two main operational functions, namely Training and Career Development. The Career Development Section provides assessment, employment assistance and job readiness training while the Training Section administers educational funding programs, manages the apprenticeship/trainee program and regulates certification standards in four designated vocations: electrical, welding, automotive mechanics and landscaping.

Vision Statement:

To be Bermuda's premier provider of services which strengthen the workforce, thereby enabling businesses and the community to sustain economic prosperity.

Mission Statement:

To provide services to employees, employers and job searchers which strengthen the workforce in alignment with international standards, and promote sustainability, and stability within the community.

Six Core Values

1. Service Excellence

To be customer focused and to deliver positive experiences with every interaction. To seek to understand our customer needs. To be accessible, friendly, reliable, and provide timely service to all customers. To be proactive in offering options, and solutions to all stakeholders.

2. Professionalism

To ensure that our conduct is ethical, honest, consistent, fair, equitable and transparent. To accept responsibility for our actions and to substantiate decisions made with respect to our management, employees, business partners and customers. To demonstrate best practice competence and skills required to attain our mission.

3. Adaptability

To integrate development solutions and opportunities as an approach to guide management, employees, business partners and customers towards achieving high performance in their professions. To strategically and positively alter the general course of a situation, particularly as applies to economic and environmental changes. With stakeholder input, continue to renew or upgrade developmental requirements, solutions and services that will maintain customer confidence and ensure quality assurance.

4. Collaboration

To create a culture that will promote management and employee involvement, open communication, teamwork and cooperation. Our employees are our most valued asset. We recognize that the quality, motivation and performance of our employees are key factors in achieving our success in our community.

5. Commitment

To provide a high standard of service to all of our stakeholders that will be in the best interests of maintaining a sustainable and healthy economic environment.

- Improve Department's capacity to assist unemployed/underemployed Bermudians;
- Encourage job seekers to register with the Department and marketing the department's career development and training benefits.
- Assist with the creation of a National Database to capture a Bermudian work ready talent pool;
- Improve the Department's capacity to assist with retraining Bermudians to ensure sustainability of employment;
- Rebrand the public image of the Department and enhance services to support client satisfaction;
- Identify occupations critical to the local economy and create or adopt standards to lead towards Certification;
- Improve and expand Apprenticeship offerings to assist young Bermudian adults with entry level employment;
- Create and design an Internship Program for various industry sectors to assist Bermudian graduates to gain entry to the workforce;
- Identify skill shortages within the workforce, increase awareness around opportunities for employment, initiate and support training to decrease shortages;
- Facilitate the connection of job searchers to jobs;
- Facilitate the connection of employers to suitable job searchers;
- Facilitate the development of a highly skilled workforce;
- Increase employment opportunities for all Bermudians;
- Meet employers' staffing needs by providing the most suitable candidates;
- Increase professional and technical training and certification opportunities;
- Implement comprehensive soft skills training program to prepare jobseekers for the workforce.
- Increase use of social media to communicate success stories and communication awareness of Department Programmes and services to the public.

Statement of Requirements for this Project.

The aim of this project is to achieve the following:

- Demonstrate to the community that the Department is making positive steps to ensure people are employed, trained and certified
- Improve the public perception and image of the Department
- Improve overall public awareness of the Department's services
- Promote Department as a One-Stop Career Centre.

Services to be provided by selected respondent

- Lead in the development of a local PR/Marketing/Education Plan with focus on improving and increasing public knowledge/awareness of services, career development and training programmes.
 - Create a brand image for the Department's service as One-Stop Career Centre
 - Create a strategic public education/awareness communications plan targeting specific identified demographic groups
 - Lead in the development and creation of videos and marketing materials for identified target markets and specific demographic groups
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Time frames

Service provider will be required to work with the Department of Workforce Development and Department of Communications team to develop and implement a strategic public education/awareness programme over a four-month period to March 31, 2018.

Deliverables

- Organize and execute Career Fairs @ Middle & High School levels
- Road –Shows (on the road sign-up sessions) every two-weeks
- Produce, at the least, one positive story per week to appear in local news and social media
- Publications of Monthly Stats – Press release
- Postings on Social Media Channels and You Tube Channels
- Updating DWD website to include (Profile on Success and Profiles of DWD Officer)
- Regularly scheduled radio and CITV interviews or possible 30 minute talk show on local radio
- Regularly schedule Meetings with Employers
- Quarterly Town Hall style public meetings
- Monthly progress on the programme with the Department of Workforce Development and the Department of Communications
- Consult regularly with the Department of Education’s Communication Officer weekly basis
- Get approval for any public (internal and external) programmes from the Department of Workforce Development and the Department of Communications

END OF APPENDIX C

Appendix D – Quotation Form

1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent or Personal/Given Name:	
Representative Name (Person with Signing Authority) / Title:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State, Parish:	
Country	
Postal Code:	
Phone Number with Area Code:	
Respondent's Social Insurance Number issued by the Government of Bermuda:	
Respondent's Payroll Tax Number issued by the Government of Bermuda:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Process Contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Government and the respondent unless and until the Government and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions Pricing Schedule and in the RFQ in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, _____ to _____ (if applicable) issued by the Government, or if no addenda were issued by the Government write the word “None”. The onus is on respondents to make any necessary amendments to their quotations based on the addenda. The respondent confirms it has read, received and complied with these addendums. Respondents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Government within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

Any information collected or used by or on behalf of the Government under this solicitation document is subject to the Public Access to Information Act 2010 (“Act”). The information belongs to a class of information that might be made available to the general public unless it is contained in a record that is exempt from disclosure under the Act. Any questions regarding the collection, use, or disclosure of the information should be directed to the public authority that issued this solicitation document.

Signature of Witness

Signature of Respondent Representative

Name of Witness

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

END OF APPENDIX D- QUOTATION FORM

APPENDIX E– CERTIFICATE OF CONFIRMATION OF NON-COLLUSION**Notes for the Respondent**

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive quotation from suitably qualified persons or entities. In recognition of this principle, each person or entity that submits a quote will be required, by way of the signature of a duly authorized representative of the company, to confirm that the quotation has been submitted without any form of collusion.

All Respondents must complete and sign a Certificate of Confirmation of Non-Collusion. Any proposals submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the procurement process, then the Respondent will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the Respondent and/or any party involved in the matter.

Any Respondent that submits false information in response to this Request for Quotations (RFQ), and any other person or entity involved in collusion, may be excluded from competing for future contracts tendered by the Government of Bermuda.

Confirmation of non-collusion

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have not fixed or adjusted the amount of the proposal or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any information, other than that contained within the RFQ pack, or supplementary information provided to all Respondents.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the RFQ Contact the amount or approximate amount of my/our proposed quote (other than in confidence in order to obtain quotations necessary for the preparation of the quote for insurance);
- (b) entering into any agreement or arrangement with any other person that he shall refrain from competing or as to the amount of any proposal to be submitted; or
- (c) Offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this procurement.

Signed

(1) _____ Title _____ Date _____

(2) _____ Title _____ Date _____

for and on behalf of _____

END OF APPENDIX E

APPENDIX F –CONTRACT FOR DELIVERABLES

The terms and conditions found in the attached draft Service Level Agreement (SLA) of this RFQ is intended to provide advance notice of some of the key contractual provisions that would be contained in the form of contract.

SERVICES AGREEMENT (DRAFT)

THIS SERVICES AGREEMENT is made the (the “Effective Date”)

BY AND BETWEEN:

(1) **Ministry:** _____

Department: _____

Address: _____

9

10 (hereinafter called the “Government”) of the one part; and

11

(2) The supplier as identified and set out in Schedule A (hereinafter referred to as the “Supplier” or “you”) of the other part.

The Government and you are individually referred to as a “party” and collectively as the “parties”.

This Agreement including any schedules sets out the terms and conditions upon which you will provide services to the Government.

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.

12

<p>SIGNED by a duly authorised officer/ representative for and on behalf of the Government</p>	<p>Signature: _____ Printed Name: _____ Title: _____</p>
<p>SIGNED by the Supplier or a duly authorised officer/representative for and on behalf of the Supplier</p>	<p>Signature: _____ Printed Name: _____ Title: _____</p>



SCHEDULE A

STATEMENT OF WORKS

This Schedule is incorporated into the Agreement. Capitalized terms used but not defined in this Schedule will have the meanings given to them in the Agreement. If a term in this Schedule conflicts with a term in the Agreement, the provisions of this Schedule will prevail to the extent of such conflict. References in this Schedule to Sections and Exhibits will refer to the Sections and Exhibits of this Schedule unless otherwise noted.

1. Supplier Name and Contact Information:

Supplier: _____

Address: _____

Tel: _____

Supplier Representative: _____

Representative Tel No: _____

Email: _____

2. Term and Termination

This Agreement shall commence on the Effective Date and continue annually until the Completion Date, whereupon this Agreement shall expire unless terminated earlier in accordance with its terms.

Commencement Date: _____

Completion Date: _____

Termination Notice Period: _____

3. Objectives

- 3.1 You are responsible for ensuring that the Services are completed in accordance with the terms, conditions and requirements of this Agreement, including any other responsibilities assigned to you, rather than working a specified amount of time.
- 3.2 You are responsible for managing time in order to complete your obligations under this Agreement and you recognize that working outside of regular work hours may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 3.3 You will be required to be available for work during a five (5) day work week to achieve your objectives and the Services, subject to the needs of the Government. When there is no unscheduled



or urgent work involved, the work days should be confined to the 5 day week normally observed by the industry.

4 Services provided by you and/or Representative

- 4.1 You and/or the Representative will perform and provide the Services as set out in Appendix 1.
- 4.2 The parties agree to abide by any other instructions or information as may be provided in Appendix 1, if applicable.
- 4.3 Written approval from the Government of the drafts, proofs and estimates may be taken by you as authorization to proceed. Based upon the Government's written approval, you may enter into written agreements with suppliers of goods and services in order to provide the Services and you shall provide the Government with written estimates for approval prior to entering into any such agreement.
- 4.4 You shall take all reasonable steps necessary to comply with any request from the Government to amend, halt, reject or cancel work in connection with the preparation for the provision of Services or in connection with the Services. Government agrees to pay any third party costs directly connected to any amendments or cancellation of the Services or any portion of the Services only if such costs or fees cannot be recovered by you.
- 4.5 Any documents or plans prepared by you for the Government may be used by the Government for any purpose.
- 4.6 Progress Report: You shall submit progress reports in connection with the Services ("**Reports**") on at least a monthly basis, or as otherwise required, to the Government. The Reports shall include a summary of the activities and accomplishments during the previous reporting period. The Report will relate to your itemized invoice for time spent in the prior month and include an itemized forecast of the intended time to be spent on known activities in the coming month (which will require ratifying by Government). It will also include YTD totals for payments received and work completed (expressed in \$). Any decisions and/or actions required of the Government during the upcoming reporting period(s) should be included in the Report. The specified date for submission of the Reports for the reporting period shall be determined by the Government.

5 Additional Services

- 5.1 Additional services or variations in the Services may be required after the date of execution of this Agreement and may be performed upon written approval of the Government. Such written approval shall be evidenced by a Project Change Authorization order ("**Change Order**") or such other written authorization as approved and signed by the Contact or a duly authorised Public Officer. In such case, a Change Order shall be issued within a reasonable time thereafter.
- 5.2 All Change Orders are subject to the terms and conditions of this Agreement.
- 5.3 Fees for additional services shall be agreed by the Government in writing prior to any additional services being performed.
- 5.4 Only services which are not required for performance of the Services to be provided hereunder shall be deemed additional services.

13

14



6 Inspection and Acceptance

- 6.1 The Government will notify you of the Contact who shall be responsible for reviewing and approving all work produced by you or the Representatives.
- 6.2 The Government shall at all times retain the right to inspect the work provided by you or the Representatives.
- 6.3 The Government shall have the right to review, require correction or additional follow up, if necessary, and accept the Services and any written work product submitted by you or the Representatives. Review(s) of any written work product shall be carried out within 30 days of receipt, unless extended to a date certain by the Government, so as not to impede your work.
- 6.4 You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to the Government within 7 days of notification or a later date if extended by the Government. In the event that you are required to implement changes with respect to your performance of Services, such change shall be implemented within a reasonable time, as determined by the Government in consultation with you.
- 6.5 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance or written work product remains unacceptable, 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 services received.

7 Time of the Essence

- 7.1 You shall perform the Services expeditiously to meet the requirements of the Government and shall complete any portion or portions of the Services in such order as the Government may require. The Government shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary.
- 7.2 The Government shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by you or your Representatives, and shall make any decisions which are required to be made in connection therewith within a reasonable time so as not to delay the progress of the work.

8 Fee

- 8.1 The Government will compensate you the fee as set out below and all such amounts are to be paid in arrears, unless otherwise stated:

Rate	Fee
You will be paid.....	BMD\$_____ monthly or per
Installation or other one-time charge.	BMD\$
Additional Services – To be agreed in accordance with Section 4.3 of this Schedule.	
Total	BMD



8.2 Your compensation is subject to deductions as required by law. You and your Representatives will be required to be available for work during a five (5) day work week, subject to the needs of the Government.

9 Expenses

14.1 Any Expenses (as defined below) associated with this Schedule, in addition to the Fees (as defined below), shall be those Fees and Expenses associated with providing the Services in accordance with this Agreement.

14.2 If applicable, while performing the Services in or from Bermuda, the Representative may require accommodation in connection with the provision of Services. In the event that accommodation is required, the Government may assist you or the Representative in acquiring accommodation but the Government shall not be liable to pay for such accommodation. You shall be liable for all Expenses and utility fees (including water, telephone and other charges) incurred by residing or otherwise staying at a property of your own choosing. You agree to abide by the rules and regulations of the property owner and you shall indemnify the Government against any losses the property owner may suffer as a result of your or the Representative, residing or staying at that property.

14.3 All requested Expenses shall be provided to the Government in writing prior to any such Expenses being incurred. All air travel shall be at economy class, unless otherwise agreed in writing. You, the Representative, and any other person engaged by you, are not permitted to incur additional expense, costs or charges without the prior written consent of the Government.

14.4 Approved Expenses shall be paid in accordance with this Agreement.

10 Taxes

You will be responsible for tax payments and for providing information as requested:

10.1 To register and pay all taxes including but not limited to, social insurance and health insurance, costs in a timely manner.

10.2 To provide proof of payment of all amounts due to Government such as payroll tax, social insurance premium and all other receivables to Government, before final payment is made to you.

10.3 Your tax information:

15	Payroll Tax No	16	Social Insurance No.
17		18	

11 Invoicing Terms

11.1 You shall provide a monthly invoice to the Contact set forth herein, with supporting documentation and itemizing the following:

- (a) Your name, invoice date and invoice number;
 - (b) Change Order number, if applicable;
 - (c) Details of Services performed;
 - (d) Time and services rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts;
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- (e) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein);
- (f) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has previously been provided to the Government); and
- (g) Telephone number, fax number and e-mail address.

11.2 Invoices must be submitted monthly. Government shall pay all undisputed fees/invoices 60 days in arrears. The Government may dispute an invoice within 60 days of receipt, however, the Government reserves the right to question payments made on an invoice at any time if it suspects fraud, willful misconduct or negligence on your part. In the event that fraud, willful misconduct or negligence is discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses).

11.3 Your failure to timely submit a proper invoice as set forth in this section may result in a delay in payment by Government. No interest shall be paid with regard to any late payment to you resulting from your failure to submit a proper invoice or otherwise comply with the terms of this section. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any and all expenses that you or your Representative's may incur resulting from any delays in payment caused by your failure to comply with the terms of this Agreement.

11.4 Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.

12 Additional Terms

12.1 Services are provided on a **non-exclusive** basis to the Government in Bermuda.

12.2 There may be occasions where certain Services may have to be outsourced. You will seek prior permission from the Government prior to outsourcing any service. In the event of any outsourcing, you will be responsible for all outsourced services or personnel.

12.3 The following persons have been designated as your Representatives and they will be providing Services to the Government:

Resource	Role	Hourly rate (for additional services)

12.4 You agree to inform the Government should there be any changes to the Representatives.



TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Agreement the parties, intending to be legally bound, agree as follows:

That in this Agreement, capitalized terms have the respective meanings referred to in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute or regulation or law means as amended from time to time and include any successor legislation, regulations or laws.

1 Definitions

In this Agreement unless the context otherwise requires, the expressions set forth below have the following meanings in any schedules or annexes hereto:

“Agreement” means this Services Agreement and includes any schedules, appendices or annexes attached in accordance with the obligations or deliverables under this Agreement;

“Appendix 1” contains the description of the Services and any other instructions or information related to the provision of the Services;

“Business Days” means Monday to Friday between 9am – 5pm in Bermuda;

“Claims” means any claims, actions, demands, costs, penalties, fees and expenses (including legal and professional fees, charges or expenses);

“Commencement Date” means the date of the commencement of the Services as set out in Schedule A;

“Completion Date” means the date of the completion of the Services as set out in Schedule A;

“Confidential Information” means the terms of this Agreement as well as any information or data disclosed to you 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 which is not in the public domain, which upon receipt by the Government should reasonably be understood to be confidential, provided, however, that such information or data is provided under or in contemplation of this Agreement;

“Contact” means the Public Officer appointed as the liaison between you and the Government;

“Consents” means any qualifications, rights, permits, licenses, authorizations or other consents;

“Expenses” means all expenses, charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation), penalties and fines;

“Fee(s)” means the fees to be paid to you for the Services provided in accordance with the terms of this Agreement;

“Good Industry Practice” means the exercise of that degree of skill, professional care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;



“in writing” shall include 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 services as are provided in this Agreement or **BMD\$2,000,000** (two million Bermuda dollars), whichever is greater, covering your, or your officers, directors, employees, agents, or subcontractors: negligence, willful misconduct, errors and omissions and third party insurance, and 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 primary insurance.

“Outcomes” means the targets, results or goals to be achieved as specified in Schedule A;

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

“Representative(s)” means the person(s) providing the Services on your behalf;

“Services” means the services provided by you or on your behalf as set out and in accordance with Schedule A;

“Supplier Materials” means written advice, project specifications or plans and related documents, or other information provided by you or the Representative related to the provision of Services;

“Schedule A” means the schedule which forms a part of this Agreement and contains details of the Services, Fee, Expenses and Term; and

“Term” means the term of this Agreement as set out in Schedule A.

2 Services

- 2.1 You and the Representative agree to perform the Services for the Term upon the terms and conditions of this Agreement including Appendix 1 and the Government agrees to pay the Fee for the Services in accordance with Schedule A.
- 2.2 You will give the Government clear briefings on your progress of the Services and ensure that all the facts given about the Services are accurate and complete. You will co-operate fully with the Government.
- 2.3 You shall use your best efforts to complete the Services, or any part of the Services, in accordance with any milestones by the Completion Date or by the date as agreed between the parties.
- 2.4 You shall provide any Supplier Materials as requested or by the date as agreed between the parties.
- 2.5 The Government shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Services.
- 2.6 You have the right to suspend or terminate delivery of Services for non-payment of undisputed invoices upon 30 days’ prior written notice delivered to the Government at the address provided herein for notices.



- 2.7 You acknowledge and warrant that you are fully satisfied as to the scope and nature of the Services and of your obligations under this Agreement.
- 2.8 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to Government and provide copies of such warranties or guarantees.
- 3 Provision of the Services**
- 3.1 You represent that you and the Representative and any other person engaged by you, will perform all activities relating to the Services:
- a) in accordance with Good Industry Practice and in a professional and lawful manner;
 - b) if applicable, using appropriately skilled and experienced personnel whose identity, address and right to live and work in Bermuda and (to the maximum extent permissible) whose absence of relevant criminal records has been verified;
 - c) in strict accordance with the standards and timelines set out in Schedule A; and
 - d) in accordance with applicable law; rules, regulations and policies of the Government.
- 3.2 The Services shall be provided in such place and location as instructed by the Government.
- 3.3 If the Services are required to be provided on the Governments' premises, you and the Representative will comply with all site rules, including health and safety rules, as notified and both you and the Representative will conduct yourselves in a professional and safe manner. You shall notify the Government if you become aware of any health and safety violations.
- 3.4 If you have access to Government IT systems, you shall comply with Government IT policies and instructions (including relating to security and information controls). The Government may require personnel with access to premises or IT systems to sign a confidentiality undertaking.
- 3.5 You may not subcontract your obligations under this Agreement beyond using the Representative, without Government's prior written consent.
- 3.6 You are responsible for all acts or omissions of the Representative and any other person engaged by you relating to the Services and for ensuring their compliance with the requirements of this Agreement.
- 3.7 You will provide information or sign any other agreements necessary or as requested by the Government, in order that either you or the Government can fulfill their obligations under this Agreement.
- 3.8 You acknowledge that the Government will be:
- a) relying on the Supplier Materials on the basis that they are accurate and complete in all material respects and are not misleading;
 - b) relying on your and the Representative's skills, expertise and experience concerning the provision of the Services;
 - 19 b) relying on the accuracy of all Outcomes and all the information and materials included in your Supplier Materials; and
 - 20 c) using your reports, Outcomes and any other advice and assistance provided under this Agreement.



3.9 If you or Representative are unavailable to provide the Services and in the reasonable opinion of the Government, any suggested replacement is not satisfactory to the Government, then the Government may terminate this Agreement.

4 Remedies

4.1 Without prejudice to any other remedies and rights available to the Government, if the Supplier Materials are inaccurate or misleading or the Services are not performed in accordance with this Agreement, then the Government, in its sole option, may:

- a) Require correct Supplier Materials;
- b) require, in whole or in part, the Services to be re-performed during the Term or within 6 months of the Completion Date;
- c) carry out an assessment of the value of the defective Supplier Materials or Services and deduct that value from amounts that Government is required to pay you; or
- d) obtain the Supplier Materials or Services from another service provider and you will be required to pay all amounts payable by the Government in obtaining alternative services from another service provider to make good or to deliver defective Supplier Materials or Services.

5 Fee

5.1 The Government shall pay you the undisputed Fee within 60 days of receiving a valid invoice setting out information required with the invoice in accordance with Schedule A.

5.2 The Government may withhold payment of any Fee or Expenses in respect of which it has queries or where the Contact reports unsatisfactory performance of Services. You will cooperate promptly and fully to resolve any such queries. Where the unsatisfactory performance continues for at least 30 days, the Government may suspend payment of the Fee related to that unsatisfactory performance, at no liability to the Government.

5.3 If the Government is late paying any undisputed Fees, you may charge the Government monthly interest of 1% on any outstanding Fee.

5.4 Except as set out in Schedule A, no other amounts are payable by the Government to you or the Representative. Government may set off any amounts owed by you to the Government against any Fee or Expenses.

5.5 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact details in order that the Government can contact you.

6 Indemnity, Insurance, Force Majeure and Business Continuity

6.1 Indemnity: You shall have liability for and shall indemnify the Government and its Public Officer's against any Claims arising from any breach by you, or any person engaged by you, of the terms of this Agreement, including any negligent act or wilful misconduct or omission to act in the provision of the Services. Such indemnity shall be limited to the Fees paid to you during the Term. The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

6.2 No Liability: In no event shall the Government or a Public Officer be liable to you for loss, damages or otherwise, including the loss of actual or anticipated profits, use of money, expenditures,



investments, forgone opportunities or for the inability to fulfill customer contracts or for any other losses based on the Government's exercise of its rights to terminate this Agreement or to suspend the Services or any portion of the Services.

6.3 Nothing in this Agreement shall exclude or limit any liability for wrongful use of Confidential Information or Government, fraud, misrepresentation, willful misconduct, negligence, personal injury/death or any liability which cannot be lawfully limited or excluded and you shall accordingly maintain in force during the engagement full and comprehensive Insurance Policies.

6.4 Insurance: You shall maintain at your 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 coverage's 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 Government's rights or remedies in connection with this Agreement.

6.5 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.

You shall notify the Government forthwith of any changes to any of the policies, or of any claims or potential claims which have arisen to which the insurer(s) of the above policy or policies may be required to respond.

The policy sections titled "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.

You shall ensure that each person you engage for the provision of Services maintains insurance coverage with policy limits of at least the amounts stated above.

The insurance requirements set forth above do not in any way limit your amount or scope your 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.

The Government, its permitted assigns and such other persons as disclosed by the Government to you shall be formally endorsed in your insurance policy as "The Government of Bermuda" as a co-loss payee and an additional insured on the Insurance Policies and the insurances afforded to such additional insured shall be primary insurance.



6.6 **Force Majeure:** Neither of the parties shall be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best efforts to perform its obligations notwithstanding the *force majeure* event.

6.7 **Business Continuity:** Where applicable, you shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Services and upon request, provide such evidence to the Government.

7 **Non-Solicitation**

21 During the Term and for a period of 12 months after expiration or termination of this Agreement, you shall not solicit (whether directly or indirectly) any employee or consultant of the Government who was involved in the performance or receipt of the Services, unless otherwise agreed to in writing by the Government.

8 **Non-Disclosure of Confidentiality Information**

8.1 You must ensure that all Confidential Information held by you is protected against unauthorized access or use. You acknowledge that the improper use or disclosure of such information could be unlawful.

8.2 You will comply with Government's instructions if you have access to personal data as a result of providing the Services.

8.3 You may disclose information related to this Agreement to you personnel on a '*need to know*' basis as required for the performance of the Services. You will keep strictly confidential any other Confidential Information which you learn in the course of the Services and you shall only use such Confidential Information as required for providing the Services (and no other purpose).

8.4 You may not use Government's name or logo for any publicity or marketing purposes, unless consent for such use is provided in writing.

8.5 In the event of a breach or anticipated breach of the confidentiality provisions of this Agreement, you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance.

9 **Copyright, Intellectual Property and Ownership**

9.1 Copyright and other intellectual property in work produced by you in the course of providing the Services to the Government shall belong to Government, which may utilise those deliverables freely (including by adapting, publishing and licensing).

9.2 In signing this Agreement, you shall assign all rights and interest in any such intellectual property to Government (including any such intellectual property created in the future) and you will execute such further documents as we may reasonably request to give full effect to this section.

9.3 Supplier Materials created under this Agreement shall be original works created by you or the Representative and shall:



- a) not include intellectual property owned by or licensed to a third party except for intellectual property which you have the right to use (including the right to use such intellectual property for the purposes of this Agreement); and
- b) not subject the Government to any claim for infringement of any intellectual property rights of a third party.

In the event that Supplier Materials are obtained from a third party, you shall obtain all usage rights in Supplier Material and other commissioned material as are deemed necessary at the time such material is selected or obtained on behalf of the Government.

You and the Representative agree that all Supplier Materials and other works created in full or in part by you or the Representative may be maintained, changed, modified and/or adapted by the Government without the consent of either you or the Representative. Notwithstanding the foregoing, you and the Government may agree in writing that certain identified and designated intellectual property rights will remain with you.

Government acknowledges that you and Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables ("Supplier Know-How"), which may include intellectual property rights in certain pre-existing tools and materials used by you in performing the Services. Nothing in this Agreement is intended to transfer to Government any rights in the Supplier Know-How, which shall remain your property. To the extent that any Supplier Know-How is included in any Supplier Materials or Outcomes, you hereby grant to Government a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to exercise Government's rights in the Outcomes.

10 Term, Termination and Suspension

- 10.1 The Term of this Agreement shall be as set out in Schedule A.
- 10.2 Either party may terminate a Service or this Agreement, in part or in whole, in accordance with the termination notice period as set out in Schedule A.
- 10.3 Government may terminate a Service or this Agreement, in part or in whole, at any time at its sole discretion and require that you, the Representative or any other person acting on your behalf, cease to act under this Agreement.
- 10.4 Either party may terminate this Agreement immediately, if the other party:
 - a) commits a material breach of this Agreement, which is not remedied within 30 days of notice by the other party informing them of the material breach; 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 other party has a lack of funding or becomes or is deemed insolvent; or
 - e) if the other party's performance is affected by a *force majeure* event which lasts 7 days or more.
- 10.5 In the event of termination of this Agreement, all Fees due and payable shall be paid to you.

Upon termination or expiration of this Agreement, you shall return all Government property or information or you shall irretrievably delete, as commercially practicable as possible, all Confidential Information,



stored in any way using any device or application and all matter derived from such sources which is in your possession, custody or power and provide a signed statement that you have fully complied with your obligations under this section.

Upon termination or expiration of this Agreement, you shall provide Government with all such assistance as may be reasonably necessary in order to terminate the relationship in a manner which causes the least inconvenience to the Government including assisting with the transfer of data.

The Government may temporarily suspend the Services hereunder and shall confirm such instruction in writing to you.

Upon any such suspension, the Government shall pay all Fees and Expenses up until the time of such suspension of Services. If, following suspension of the Services, there is no resumption within 6 months, this Agreement may be terminated by you, and the Government shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.

The Government may issue a written order to resume the provision of Services within 6 months of suspension in accordance with the terms and conditions of this Agreement.

11 General

- 11.1 Any notice or other communication required to be given under this Agreement shall be duly given or served if it is in writing (for the purposes of this section, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message), signed and delivered by hand or sent by prepaid recorded post to the address of the party as first set out above (or such other address as is notified in writing to the other party from time to time); or sent by e-mail to the e-mail address of the party as provided by that party (or such other e-mail address as is notified in writing to the other party from time to time).
- 11.2 This Agreement is effective on the Effective Date. Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from that date. Each of the parties represents that this Agreement is executed by its duly authorized signatories and that it has all required authorizations and capacity to perform its obligations.
- 11.3 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.
- 11.4 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without the Government's written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. Government may transfer its rights and obligations under this Agreement.
- 11.5 Any amendments to this Agreement shall be made in writing and signed by each party.
- 11.6 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.
- 11.7 Termination of this Agreement in any manner shall not release you from any liability or responsibility with respect to any representation or warranty. Sections related to indemnification and non-disclosure of information and intellectual property shall survive termination of this Agreement.



11.8 This Agreement replaces all prior understandings between the parties relating to the Services and is the complete agreement between the parties. No terms proposed by you (whether in invoices, emails or otherwise) shall apply to the Services or modify this Agreement unless expressly agreed by Government in writing. No terms proposed by you (whether in invoices, emails or otherwise) shall apply to the Services or modify this Agreement unless expressly agreed by Government in writing.

12 Governance

12.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.

12.2 You shall be responsible for payment of all taxes associated with the provision of Services, including but not limited to payroll tax, social insurance and health insurance.

12.3 You agree 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 the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement. The Government may disclose any information relating to this Agreement to a regulator or auditor.

You declare that you are in possession of all Consents necessary for the provision of Services and you will maintain such Consents at all times while providing Services.

12.4 You will notify the Government immediately if you have any actual or potential conflict of interest which might affect your ability to provide the Services.

12.5 You confirm that all payments to 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 you under this Agreement.

12.6 In connection with the Services, you will not, and will not attempt to, bribe, corrupt or offer any improper inducement or bribe to any person at any time.

13 Audit

13.1 You shall retain all records pertinent to this Agreement for a period of 3 years following expiration or termination hereof.

13.2 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Canadian Generally 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 3 years thereafter, the Government may cause your records to be audited by a duly authorized Public Officer. Records required to resolve an audit shall be maintained for a period of not less than 3 years following resolution of the audit or any arbitration or litigation arising hereunder.

13.3 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable costs. In the event that all payments have been made to you by the Government



and an overpayment is found, you shall reimburse the Government for such overpayment within thirty (30) days following receipt of written notification thereof.

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

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

14 Security Procedures

You shall at all times comply with the security rules and procedures as specified by the Government (“**Security Procedures**”), which may be amended from time to time.

You shall notify the Contact of any violations of the Security Procedures promptly following discovery thereof, and in any event, not later than seventy-two (72) hours after discovery. Failure to adhere to the Security Procedures and the requirements of this section may be considered a material breach of this Agreement and may result in termination for default.

15 Governing law

This Agreement is subject to Bermuda law and you and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.

16 Dispute Resolution

Where the parties are unable to resolve a dispute in accordance with this Agreement the parties, upon agreement, may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the Bermuda International Conciliation and Arbitration Act 1993 and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English.

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

END OF APPENDIX F– CONTRACT FOR DELIVERABLES