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SUMMARY OF ADDITIONAL INFORMATION
Questions and Answers: ICT-system, Configuration Services and Technical and Functional Support for the Facilitation of NASIRA Reference number: 20190321ICT

Reference number: RFP _ICT_FMO: 20190321ICT	Netherlands-The Hague: Computer-related services 2019/S 109-265749
Publication Dates	15 July 2019

Subject	Question	Answer
Estimated Total Value	Under this link 2019/S 109-265749 we can find two different numbers for "Estimated Total Value": - II.1.5) Estimated total value: Value excluding VAT: 1 500 000.00 EUR - II.2.6) Estimated value: Value excluding VAT: 15 000 000.00 EUR	The Estimated Total Value excluding VAT is 1,5 million EUR (as is correctly mentioned in II.1.5 of the Contract Notice).
Reference number	In the documents for the ICT, there are several reference numbers as follows: **Publication Reference no. TED:** Netherlands-The Hague: Computer-related services 2019/S 109-265749 **Contract Title:** ICT-system, Configuration Services and Technical and Functional Support for the Facilitation of NASIRA Reference number: 20190321ICT **Reference no:** 20190321ICT *(page 1, Request for Proposal - RFP)* Question: Could you please indicate which one to refer to for the reference code of the tender procedure?	Please use the **Reference no: 20190321ICT**
Contract Period	Could you please specify if there is a specific requested timeline for the implementation and live deployment of the software? *(page 10, Contract notice)*	See also page 46, Implementation Criteria. There is no specific timeline. We expect a hosted solution to be available within reasonable time.
Scope of the assignment	It is mentioned in the RFP that the solution required needs to be cloud-hosted, including technical and functional support and should be implemented and connected to the existing infrastructure of FMO. Could you please share existing hardware details? Can you please confirm that we can use widely-known cloud providers (i.e. MS Azure, AWS) be used for the project? *(page 10, Contract notice) (page 44, Preconditional Technical Requirements 1, 4)*	For connection to FMO, standard protocols such as VPN, SFTP, HTTPS are sufficient. The use of Azure, AWS or other renowned and certified cloud provider as subcontractor is indeed possible. However, Subcontracting is only allowed with prior authorisation of FMO and the contractor is liable for all acts of subcontractors.

RFP: Eligibility Requirements / technical qualifications and professional capacity	We noticed that neither information about the corporate profile nor the general staffing list including staff of relevant fields and permanent staff, expert pool of the tenderer is required. Question: Is there a possibility to provide additional information to the Contracting Authority such as corporate profile, staffing list, expert pool? *(pages 12 –16, RFP)*	The Tenderer must be able to demonstrate that he has technical capabilities regarding the scope of the required services, as described in Chapter 2 (see 3.3.1 of the Request for Proposal (hereafter: RFP). The Tenderer must be able to demonstrate that he has organizational capabilities regarding the scope of the required services, as described in Chapter 2 of the RFP (see 3.3.2 of the RFP). The Tenderer should meet the requirements regarding the rule of nationality and the (non-) exclusion grounds and eligibility requirements as listed in Chapter 3 of the RFP. It is possible to provide additional information such as corporate profile, staffing list, expert pool, however Tenders will only receive points on the quality of the answers given by the Tenderers to the award criteria. The response to the award criteria must be included in the Tender by the Tenderer. The award criteria have been listed in Chapter 4 of the RPF. Any information provided in addition thereto, will not influence the score of that Tender.
RFP: Team and Expertise	We have not seen any requirement related to expert team and expertise to be presented in the technical offer for ICT Question: Kindly clarify what are the requirements and positions for the expert team for ICT	See the answer to the question before. The RFP does not contain requirements regarding an expert team.
RFP: CV template	Question: Kindly provide the template that should be used for experts for ICT	See the answer to the questions before. The RFP does not contain requirements regarding an expert team.

RFP: Exclusivity requirements for experts	Question: Kindly confirm in case we need to hand in key experts (i.e. junior consultant, senior consultant, director/manager) are these required to be exclusively for our tender (i.e. not be part of the expert pool of a competing tenderer)?	See the answer to the questions before. The RFP does not contain requirements regarding an (key) expert team.
RFP: Implementation Criteria	Question: Could we address ISO 27001 noncomformity definitions to specify defect severity (i.e. major, minor) addressed in the RFP? (page 46, Expectations, RFP)	Tenderers are entitled to make use of certain ISO definitions to specify defect severity. In that case, please specify the ISO number used and, in case of any non-compliancy, please add a short explanation.
Time Schedule Reference: ICT Request for Proposal Final – 1.4 (page 8)	Can a Tenderer specific clarification meeting with FMO stakeholders be facilitated?	No, given the fact that the interested parties are located all over the world, organizing a clarification meeting, would (only) be to the advantage of parties who are able to attend such meeting, especially Dutch organizations. To treat all interested parties equally, no such meeting will be facilitated by FMO.
Time Schedule Reference: ICT Request for Proposal Final – 1.4 (page 8)	Is a demo of the proposed solution for the FMO stakeholder planned? If yes, please provide dates when those demos are planned.	No, given the fact that the interested parties are located all over the world, organizing a presentation to show a demo, would (only) be to the advantage of parties who are able to attend such presentation, especially Dutch organizations. To treat all interested parties equally, no such presentation will be facilitated by FMO. FMO expects the Tenderer to come up with 'proven concepts.

Rule of Nationality Reference: ICT Request for Proposal Final – 3.1 (page 12)	It is stated "participation is open to all natural persons who are nationals of and legal persons….which are effectively established in a Member State…or eligible country…." But also that "Participation is open to (international) organizations outside or inside the EU. Please clarify the difference between "legal person" and "organization" in the statements below.	The PRAG Rules of Nationality apply to the current NASIRA Tender (see https://ec.europa.eu/europeaid/funding/about-procurement-contracts/procedures-and-practical-guide-prag/eligibility_en). According to PRAG, the Rules of Nationality are the following: "Access to EU external assistance is generally open to all natural persons who are nationals of, or legal persons established in: a Member State of the EU; a Member State of the European Economic Area (EEA); an official candidate country or potential candidate that is a beneficiary of the Instrument for Pre-Accession Assistance, depending on the basic act; a country that is a direct beneficiary of the aid implemented through the corresponding basic act; Developing countries and territories, (included in the OECD-DAC list of ODA recipients), which are not members of the G20 group another third country, according to the derogations stated in the basic act; another country covered by a European Commission decision establishing reciprocal access to external aid. These procedures are also open to international organisations." The definition of 'an organization' in this respect would be 'A group of people who work together in an organized way for a shared purpose: for instance, an international

		aid organization.'
Eligibility requirements / Reference projects / Restrictions Reference: ICT Request for Proposal Final – 3.3 (page 13)	Please clarify the following restrictions that apply for project references, notably the bold text: "Experience with the **abstraction** of financial data from other ICT systems than its own…with at least 2 **external organizations**…"	Read as "Experience in **extracting** (financial) data from ICT systems other than one's own.... with at least 2 external organizations...". Explanation: This is text from RFP page 13, see also diagram page 9, part: onboarding service. Tenderer is invited to demonstrate ability to extract datasets from different FI's with different ICT systems as part of on boarding service.
Functional requirements for ICT NASIRA Appendix 3/No 3/Configuration of transactions	(i) Please confirm our understanding that "The guarantee limit" refers to the limit of the guarantee granted to the participating FIs as well as that the "guarantee fee" "commitment fee" "portfolio monitoring fee" "one off fee" relate to the same guarantee limit which means that these fees are due by the participating FIs to FMO and will be calculated based on the rules provided by FMO and configured on the System (ii) Will the rules be one size fits all (that is: same for all participating FIs) or negotiated in a discretionary way with each FI (or group of FIs)?	(i) The guarantee limit is the size of the guarantee facility granted to an FI. It may be not always fully used. The fees are those fees to be paid by the FI to FMO and will be calculated according to rules provided by FMO. They are not always related to the guarantee limit; several rules can apply. (ii) They will be negotiated per FI but follows as much as possible a uniform logic. It is however possible that different rules will be applied in specific cases. The system needs to have flexibility to apply different calculation rules to calculate fees per transaction.

Functional requirements for ICT NASIRA Appendix 3/No 4/Calculation	a. Please confirm our understanding that what is meant by "Calculations may need to take into account a CAP in EUR per claim" is that a maximum amount per claim will be configured on the System b. Will the CAP be the same for all participating FIs or be negotiated separately for each and every parting FI (or group of participating FIs)?	a. Guarantees can be defined in local currency, but counter guarantees for specific tranches from the EC or other blending partners can be in EURO and be capped in EURO making use of a fixed exchange rate. The system needs to be able to calculate tranche status and claim values both in local currency and a counter value in EUR based on this agreed exchange rate. b. The tranche size that is covered by the EC or other blending partners will be defined per transaction depending on the risk profile. The CAP in EUR is defined by the exchange rate that will be agreed upon. This can be either an exchange rate as per start date of the transaction (applying to the whole portfolio), or the exchange rate at loan origination date (per individual loan in a portfolio).
Appendix 15 / List of documents to be Legally signed	What is meant by "Legally signed"? Signature by a person formally authorized to do so + corporate stamp OR legalized signature by a local authority (City-hall or municipality)?	The documentation will have to be signed by the person(s) who is/are legally authorized to represent the Tenderer in conformity with the Tenderer's registration with the official trade register or equivalent thereof. In case the Tender documentation will be signed by an person who is acting on the basis of a power of attorney, a copy of such originally signed power of attorney, provided by the person authorized to do so, would have to be enclosed as well. FMO does not require an original signature of the local authorities on the extract of the document regarding the Tenderer's registration, a copy will be sufficient.

Implementation plan	Does FMO prefer the implementation approach (Waterfall / Agile-Scrum / Hybrid?)	FMO has no direct preference for any of the methods mentioned. Although for the implementation, Waterfall/Prince2 approach seems to be the most appropriate. FMO wants to receive proven concepts only.
Annex 15/ Structure and content of the Tender	For the list of documents required for the KYC-procedures, your refer to Annex 20 for KYC documents and for Annex 19 for the NDA. (iii) Reference should rather be Annex 19 for the KYC procedure of FMO and Annex 18 for the NDA. Please confirm. (iv) There is no Annex 20 in the Tender documentation shared. Please confirm.	Yes, we can confirm that reference should be made to Annex 19 for the KYC procedure and Annex 18 for the NDA. The reference has been updated in Annex 15 on FMO's website. See https://www.fmo.nl/nasira. Yes, we confirm that Annex 20 does not exist.
Annex 19/ Documents required for the KYC-procedures	The annex refers to an attached AML Questionnaire, which is not included in the Tender pack. Please share the referred to questionnaire so that we could complete it.	Tenderers are briefly informed about the KYO Policy in the RFP, but only the Tenderers that passed the technical and financial evaluations will actually be asked to comply and to provide the relevant (signed) KYC documentation. It is correct that the AML Questionnaire as referred to is not attached to the RFP.
Annex 18 / Non-Disclosure Agreement	Could you please share an Editable version of the NDA template to be signed so that we could insert our company name, and other information? Also, please complete the definition of "**Purpose**" by inserting the [Description of Purpose].	The Non-Disclosure Agreement (NDA) needs to be signed by the winning Tenderers only. Any text suggestions regarding the NDA should have been provided in a separate document via the template provided by FMO to ask questions or suggest text.

KYC Procedure (RFP document page 23/ Content of the Tender Dossier (Annex 15)	In Annex 15, it is mentioned that Tab 12 of the Tender Dossier submitted should contain the Documents required for the KYC-procedure. In Page 23 of the Request for Proposal document, section 5.4 stipulates that *"All Tenderers that have passed the technical and financial evaluations will need to go through FMO's Know Your Customer process and provide the relevant evidence as requested in that respect by FMO. FMO's relevant Know Your Customer policy is attached hereto as Annex 19 – FMO's KYC PROCEDURE."* Please advise: Should we or not include the required KYC documents in the submitted Tender Dossier?	Tenderers are briefly informed about the KYC Policy in the RFP, but only the 3 to 5 Tenderers that passed the technical and financial evaluations will actually be asked to comply and to provide the relevant (signed) KYC documentation.

Use of the solution	Please provide us the following information:	
	a. Total number of users (FMO)	a. Within FMO, we expect 10-20 users in total.
	b. Number of expected (concurrent) users	b. Worst case all 10-20 users would use the system concurrently
	c. Is it expected that users other than FMO personnel will have access to the solution? If yes, how many (external) users are expected and what will be their profile/access rights?	c. Yes, the FI's themselves may have access to the system. That can total to 40-80 users with predominantly reading rights / report generation for their own portfolio only.
	d. Will the FIs involved have active users? If yes, what will they have access to (FI specific portfolio view?)	d. Yes, see above.
	e. If FMO is expecting to grant use of the solution to the participating FIs, how many users are expected per FI?	e. Yes, see above.
	f. What is the average number of clients and loans reported in the dataset submitted by FIs (Total portfolio statistics and monthly load size)	f. The number of loans will strongly vary but with an estimated volume of 500 million in Guarantees and loans that could be as small as 1000 EUR, the total number of loans could reach 500.000.
	g. Will the application run 24/07 or only during office hours (8:00 – 18:00)?	g. As a cloud service we will expect the application to be available 24/07 within SLA. However for service window Servicedesk, office hours are sufficient.
	h. In addition to ACBS and RISK MODEL, which systems / (Internal or external) data sources will be interfaced with the Solution?	h. No other systems are currently planned to be interfaced.
	i. What is the process of granting Guarantee to FIs under the NASIRA program (including approval process of the Guarantee Limit)?	i. The procedure for granting the guarantees has been implemented as a standard operating process (credit approval) within FMO by the Nasira project. It does not impact the

		requirements for the services described in this tender.
Submission of the Tender / RFP Document, Page 26	Content of Envelope A: It is mentioned "All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. including the <u>tender submission form</u>, <u>statement of exclusivity and availability</u> and <u>declaration</u>). In order to be entirely sure, please provide the Annex references of the documents referred to (underlined above).	Envelope A regarding TA 1 and TA 2 should contain the following documentation: - The signed Declaration on Honour (see Annex 4 of the TA RFP and Annex 5 of the ICT RFP); - Evidence on the turn over; - Evidence re. the insurance liability; - An extract of the registration with the Trade Register of the equivalent thereof; - Three references (see Annex 5 of the TA RFP and Annex 6 of the ICT RFP for a template). The content and structure of the Tender document regarding ICT is listed in Annex 15 – Structure and content of the Tender. Please note that no 'tender submission form', 'statement of exclusivity and availability' and 'declaration' is required.
Submission of the Tender / RFP Document, Page 28	In section 6.3.20 second paragraph, it is stated that "For the **10 calendar days** subsequent…." In addition, in the third paragraph it is stated "If a preliminary injunction is applied during **these 20 calendar days**…" It is our understanding that the former duration should be "20 calendar days" rather than 10 calendar days. Please confirm.	Yes, the proper time period that FMO applies in this respect is indeed 20 calender days.

Submission of the Tender / RFP Document, Page 24 and 25/Summary of additional information	You refer to a document "Summary of additional information" in section 6.1 and 6.3.7. We could not find this document in the RFP pack. Please advise by indicating which document you are referring to (Annex number?) or sharing the document through the NASIRA Website.	The Summary of additional information contains all the answers to the questions being asked by the Tenderers to FMO prior to 28 June 2019 and that is the **current** document (see title of the current document). FMO will publish the Summary of additional information on its website on 15 July 2019.
Framework Agreement / Liabilities and Indemnification (article 9.1) AND ICT Assignment agreement / Liabilities and Insurance (article 23)	Article 9.1 is phrased only from FMO's perspective and does not give any rights for indemnification for damages and losses (the Draft Framework agreement goes even further in Article 11 – alinea 11.1 where FMO is discharged from *"any damage, loss or injury in connection with the services"* We suggest to: (v) Make sure reciprocity of Liability and Indemnification obligations is ensured by inserting the right language (vi) Cap the Services related indemnification to the Contract Value (5 million EURO seems disproportionate for us given the scope of the services.	In article 9.1 a. of the ICT Framework Agreement, compensation for damage to the Services resulting from the Contractor's liability in respect of FMO is capped at an amount equal to five million euro. However, compensation for loss or damage resulting from fraud or gross negligence of the Contractor, its staff, its subcontractors and any person for which the Contractor is answerable, can in no case be capped. In article 9.1 b. of the ICT Framework Agreement, compensation for damage resulting from the Contractor's liability in respect of FMO is capped at an amount equal to five million euro (5,000,000 euro). The (material or immaterial) damage that could arise as a result of the Services could be substantial. FMO is willing to cap that liability, but does **NOT** accept any liability for damage, loss or injury in connection with the Services. FMO expects the Contractor to take out a reasonable travel and/or liability insurance on behalf of the Contractor's own organization and its employees. However, FMO is willing to cap the indemnification as referred to in article 11.2 to an amount equal to five million euro (5,000,000 euro).

Framework Agreement / Miscellaneous (article 11)	In Article 11, it is stated that *"FMO shall have the right to suspend…and/or demand immediate repayment of the FMO Payment if:* a) *If the __FMO Contribution__ is not __entirely__ used for the financing of the costs of the Services"* Question: Where is the "FMO Contribution" defined in the Framework agreement and its appendixes? Suggestion: We suggest to delete the alinea a) above, to the extend what is meant by "FMO Contribution" is the "FMO Payment" because on the one hand payments are fungible and on the other hand services are not priced at cost.	The wording 'FMO Contribution' in Article 11 of the Framework Agreement will be replaced by 'FMO Payment'.
Framework Agreement / Audit (article 13.) and Access (article 14) AND ICT Assignment agreement / Audit (article 19) and Access (article 20)	It is common practice when it comes to Audit and Access rights stipulations to include: 1- When it comes to FMO executed or mandated audits and access requests, to limit their number (not more than one audit a year) 2- To limit audit and access rights to the information and premises related to the Services 3- To include provisions to make sure the audit activities do not affect the Business As Usual of the Contractor (i.e. delivering the Service to FMO and to its other clients) 4- To stipulate an obligation of the Contractor to provide information reasonably related to Service / Project / Payment 5- Audit and access related costs are carried by the Contracting Party 6- That the auditors/professionals involved in the audit should sign a confidentiality agreement before starting the audit Given the scope of the services, we consider that **access** to our books, records and accounts by FMO's accountants or professional advisers is not reasonably necessary to a Project and the calculation of FMO Payments. In this respect, the stipulations of alinea 17.11 of the Framework Agreement (and alinea 25.12 of the ICT Assignment agreement) seem for us reasonable and sufficient to ensure FMO has the right Service related information for audit purposes. Suggestions: (vii) Include stipulations in Article 13 of the Framework Agreement / article 19 of the ICT Assignment agreement that cover the points 1 to 6 above (viii) Reformulate the Article 14 of the Framework Agreement / article 20 of the ICT Assignment agreement "Access" taking into account our remark above	FMO is obliged to include this text on 'Audit and Access', but is willing to narrow the scope of such Audit and Access rights down to 'Audit and Access regarding the Services' only in the Framework Agreement. The Framework Agreement will be adjusted accordingly. See for instance, under 2. in which sentence reference is already made to audit and access rights to the information and premises related to 'the Services' (only).

General Terms and Conditions /Article 11 Delivery of Software/ Alinea 11.8	Standard software code custody aims to protect the Contracting Authority in case of insolvency or ceasing of business operations of the Vendor and not to protect against breach of contractual obligations (for which other protections are commonly provided like termination of the contract). Suggestion: withdraw the sentence *"when the Contractor is in breach of its contractual obligations pursuant to the Agreement"* from Alinea 11.8.	The sentence *"when the Contractor is in breach of its contractual obligations pursuant to the Agreement"* in article 11.8 of the GT&C will be declared not applicable in the Framework Agreement.
General Terms and Conditions / Article 17 Prices and Payment	Article 17.2 states that *"The price constitutes the full charge for all costs attaching to performance of the agreement, including but not limited to traveling, accommodation and office costs."* Suggestion: Given the fact that the Onboarding Service object of this contract ought to be performed for adhering Financial Institutions in the NASIRA countries (72 countries listed in Appendix 17), it is difficult to include a reasonable estimate of travel, accommodation costs related to the execution of the service. We suggest rephrasing this Alinea 17.2 to exclude costs from the Price.	Only 'travelling' will be excluded in this article. Contractor should deliver per Financial Institution Onboarding an estimation of the travelling costs in advance. Those costs should be approved by FMO.
General Terms and Conditions / Article 17 Prices and Payment And ICT Assignment Agreement Article 5 Alinea 5.4 i)	Article 17.4 /a of the General Terms and Conditions stipulates: *"the full or partial…has been fully and correctly executed at such time"*. Alinea 5.4 i) of the ICT assignment agreement does not provide for an upfront payment for implementation fees. Suggestion: We suggest rephrasing the alineas to take into account the below remarks: (ix) This alinea 17.4/a might contradict with the fact that yearly subscription fees are due at the beginning of the year and hence before granting access to the solution and delivering the support and hosting services to FMO. (x) For Alinea 5.4 i) of the ICT Assignment agreement, please note that it is common practice in Software delivery and implementation to pay a percentage of the due amount of the total implementation at the beginning of the project	No, pre-payments will not be made.

General Terms and Conditions / Article 21 Termination of Agreement	The right to termination of the contract for breach of the obligations under the contract is only given to FMO. We suggest stipulating this right to the Contractor as well in case of breach of FMO of its obligations under the agreement, including but not limited to the non-payments of the due price.	The text regarding the right to terminate the contract will be adjusted as follows: 1. Either Party is entitled to terminate the Contract with immediate effect by means of notice of termination sent by registered post in case of the other Party's failure to comply with its obligations: a. if such failure can be rectified, and the Party in breach has not rectified such failure within 5 days or a reasonable period of time as specified in the notice of default sent by the other Party and containing full details of the breach and the demand to rectify it; or b. if such failure cannot be rectified the Contract will terminate with immediate effect. Overdue payment of an invoice does not constitute grounds for termination of the Contract. 2. Either Party is entitled to terminate the Contract with immediate effect by registered post in the event that one or more of the situations below arises: a. if the other Party is declared bankrupt or has applied for deferment of payment; b. if the other Party's enterprise is wound up or discontinued; c. if the other Party has lost total or partial control over its assets, either because they have been placed under guardianship or otherwise, and it has not regained such control within a period of four weeks; d. if the other Party has justifiably invoked force majeure (as specified in Book 6 Article 75 of the Dutch Civil Code), and the situation of force majeure exceeds a period of thirty days, or if the other Party reasonably

		anticipates that the situation of force majeure will exceed thirty days. 3. In the event that a third party obtains a majority share in the Supplier's issued share capital, or in the event that the assets used by the Supplier during performance of the Contract, or its control over such assets, will be transferred to a third party: a. the Supplier must notify FMO of such takeover or transfer as soon as possible, but no later than 10 working days after such takeover or transfer has been effected; b. and: FMO is entitled to terminate the Contract - with immediate effect and by registered post - during a period of six months subsequent to such takeover or transfer. 4. The Supplier must cooperate with FMO in order to achieve a smooth transition in respect of return delivery of the Products and Services to FMO, or to a third party to be designated by FMO, regardless of the reason for termination of the Contract. FMO must refund any charges agreed upon in advance and reasonably incurred by the Supplier in connection with this Article.
ICT Assignment agreement / Article 7 Implementation and acceptance/ Alinea 7.2	Aline 7.2 refers to the implementation mentioned in article 6.1 (this article relate to Information). We believe the reference should be 7.1	Correct, should be 7.1

ICT Assignment agreement/ Article 8 License and Services Alinea 8.4	Alinea 8 states that *"License starts at the Delivery date or if so agreed on the Acceptance Date, whichever is earlier"* Remarks: (xi) The terms "Delivery" and "Acceptance Date" are not defined in the section "Definitions" (xii) Please note that subscription fees are due starting from the effective date of the contract (at signature) Suggestions: Adjust Article 8.4 taking into account our remarks above.	"Delivery" has been described in the definition "Deliverable" "Acceptance date" has been described in the definition "Acceptance" Regarding the starting date of the subscription fees, the remark is not accepted. Fees will be paid as intended in this article.
ICT Assignment agreement/ Article 17 Escrow Agreement	Please confirm that no Escrow will be required by FMO if the Supplier demonstrates that he has already an Escrow agreement? It seems to us that the reference to "article 6" in the second paragraph of this article is not correct.	If the supplier has already an Escrow satisfactory to FMO, then FMO will not ask for a new Escrow. "Article 6" should be change into "This article 17".
ICT Assignment agreement/ Article 18 Disclosure	Please clarify what is meant by this stipulation in Article 18 (notably the underlined) *"…Disclose any documents…or information about this agreement, <u>or the assets, business or affairs of the Supplier's experts and/or projects and any of their subsidiaries</u>"*	The reason behind this article relates to the fact that FMO does not want to be limited in any way in the delivery of any (requested) product if one of the parties mentioned in the list so requests.
ICT Assignment agreement/ Article 24 Termination	Article 24.1 is written only from FMO's perspective. It does not seem to us that the event of *"The Business activities and/or shares in the supplier are sold, either in whole or in part, to one or more third parties"* gives right of termination of the contract for FMO. Moreover, the fact that *"the results agreed by the Supplier are not achieved or are inadequate"* should not be determined on the sole discretion of FMO. Suggestion: - We suggest to include reciprocity in termination including but not limited to the right of the supplier to terminate the agreement if FMO does not comply with its obligations, including but not limited to payment of the price - Delete the sentence related to selling shares or business activities - Make reference to Acceptance articles in the alinea *"the results agreed by the Supplier are not achieved or are inadequate"*.	Reference is made to the answer before regarding Termination of the Contract. FMO is willing to accept that '*in part*' will be replaced 'by a majority of more than 50%'.

Data processing agreement / Article 5 Continuing Obligations	Obligations regarding data processing could not be indefinite. For instance, the Supplier should return the data to FMO who could request the Supplier to delete data after the end of the agreement and in any case, the Supplier has the obligation to do so after the retention period. Obligations regarding data processing should not remain borne by the Supplier after the data is returned/deleted. Suggestion: include specific language to describe situations where obligations regarding data processing remain applicable after the end of the contract.	Agree, but to further describe these situations in advance can lead to long discussions. We choose to adhere to the original text. In the event of termination of the contract, further agreements as part of the exit procedure will be made for the discharge of the obligations. See also art. 6 DPA Return of Personal Data.
Data processing agreement / Articles 11 and 12	Indemnification: We suggest to specify "violation" and to delete the word 'indirect' Penalty: We suggest to include gradual penalty measures that depend on the severity of the violation of the duties but also to define clearly how the violation of duty and severity will be established. The severity should be defined by FMO and the supplier according to an agreed upon procedure.	Thanks for the suggestions but also in this case we choose to maintain the original text. The unilateral definition of graduated measures could also lead to many discussions. We assume that Tenderer has sufficient safeguards to prevent these events. It also has a good insurance policy in the unlikely event that it does occur.