



# **Procurement Procedure EUAA/2022/121**

# **Tender Specifications**

# **Part 2: Technical Specifications**

# Provision of EUAA branded items and operational clothing



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# 1. Background Information

#### 1.1. Main objective

The objective of these Technical Specifications is to provide the tenderers with all the necessary information that will allow them to understand, propose and implement the contract.

#### **1.2.** Current situation in the Sector

The European Union Agency for Asylum (EUAA) was established by the Regulation (EU) 2021/2303 entering into force in January 2022 when the European Asylum Support Office (EASO) was transformed into a fully-fledged agency.

The EUAA appreciates the importance of visual identity as part of its organisational image and its activities and contribution must be noticeable and distinguishable. With the creation of EUAA, a new visual identity was adopted, including a new organisation logo and colour scheme. The new visual identity guidelines were developed to ensure good organisational visibility of the EUAA among stakeholders, partners and the general public. Visibility items are one of the elements of EUAA's visual identity: they are an important mean of communication and a useful tool to help enhance awareness and create an image in the public.

The previous framework contract for the provision of visibility items had expired and currently a framework contract is in place only until this procedure is awarded. This new framework contract is envisaged to assure continuity of visibility supplies.

### 2. Objective, Purpose and Deliverables

#### 2.1. Overall objective

The overall objective of this Framework Supply Contract is the provision and ensuring reliable supply of high-quality branded items and operational clothing, in line with the stature of EUAA – the Asylum Agency of the European Union.

#### 2.2. Deliverables

The EUAA uses two main types of visibility items: branded items and operational clothing.

**Branded items** include branded stationery items which are to be used at meetings and conferences, branded materials for guests, other branded visibility items to be distributed among EUAA's stakeholders, partners and the general public.

**Operational clothing** is worn by the EUAA's staff, particularly field workers, so that they are clearly visible and identifiable when performing their tasks.





Detailed list of the minimum range of items to be offered under the framework contract shall include the items described below (from deliverable 1 to deliverable 3).

Items' minimum technical characteristics/specifications and sizes are defined in the **Annex A: List of branded items and operational clothing** of these technical specifications. The items' technical characteristics/specifications described in the Annex A are the minimum requirements to be met.

Elements of current and future corporate visual identity that will be displayed on the branded items and branded operational clothing include logos, slogans or any other graphic element or image, must follow the EUAA's visual identity guidelines, provided in **Annex C** to these technical specifications and/or otherwise, as instructed by the EUAA. The contractor shall customize those elements, inter alia the EUAA logo, as provided in the **Annex B** to these technical specifications, into the layout, pre-press work, size and dimensions, etc. of requested products/items as well as pre-press finish, produce, package, etc. and deliver the items to EUAA.

The visibility items covered by this framework contract include, but are not limited to, the following:

- Deliverable 1: EUAA branded operational clothing
- Deliverable 2: EUAA branded stationery items
- Deliverable 3: EUAA other branded visibility items

#### **Deliverable 1: EUAA Branded Operational clothing**

The contractor will produce and supply EUAA branded operational clothing items such, as but not limited to:

<ul> <li>Light Jacket</li> <li>Heavy Jacket</li> <li>Sleeveless Bodywarmer</li> <li>Short-sleeved Polo Shirt</li> <li>Long-sleeved Polo Shirt</li> <li>T-shirt</li> <li>Hooded Sweatshirt</li> </ul>	<ul> <li>High Visibility Vest</li> <li>High Visibility Executive Waistcoat</li> <li>Beanie Winter Hat</li> <li>Baseball Hat</li> <li>High Visibility Armband</li> <li>Rain Poncho</li> <li>Face Mask</li> <li>Tie</li> <li>Scarf</li> </ul>
	• Scarf

#### **Deliverable 2: EUAA Branded Stationery Items**

The contractor will produce and supply EUAA branded promotional stationery items such as, but not limited to:

operational clothing etc.).

of the most consumed items by EUAA. The tenderer shall provide, as a minimum requirement, all the items specified in the Financial offer form (SSF7) and in the Annex A of these Technical specifications and the items shall be available in all the indicated different sizes and models (e.g. in case of flags,

Luggage Label Holder Wireless Charging Stand • Laptop Bag Backpack • Portable SSD Drive • Lanyard Cooler Bag **ID Badge Holder** Wireless Earbud • **Retractable Badge Reel** Fabric Keyring • **Cotton Bag** Keychain/Keyring Mousepad • **Fleece Blanket** Webcam Cover Adhesive Display Frame Lapel Pin Small Display Banner **Travel Pillow** Large Display Banner . • The above list of items to be delivered is also part of the Financial offer form (SSF 7) and includes some

The contractor will produce and supply EUAA other branded visibility items such as, but not limited to:

**Deliverable 3: EUAA Other Branded Visibility Items** 

- Indoor Flags •
- **Outdoor Flags** •
- **Table Flags**
- Cabin Baggage
- Check-in Baggage
- Safety Alarm •
- Universal Adapter

- Umbrella ٠
- Ceramic Mug
- Travel Mug
- **Double Walled Water S-Steel Bottle**
- Water Glass
- **Glass** Coaster
- **Glass Water Jug**
- Anti-Stress Ball



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- **Ring Binder A4** ٠
- Large Paper Bag •
- Small Paper Bag
- Envelopes (different sizes)
- Stickers (different sizes)
- Large Sticker
- Spiral Notebook A5 **Executive Notepad A5**
- Small Notepad A6

Generic Pen (I, II)

**Generic Pencil** 

Pen in Gift Box

Bamboo Pen

**Generic Pencil** 

Softback Notepad A5

Hardback Notepad A5

- Seminar Folder A4
- File Folder •

- •
- Set of Coloured Pencils **Custom Packing Tape** Post-it Notes USB Flash Drive Glued Writing pad A4 and A5 **Power Bank** •





The quantities specified in the Financial offer form (SSF 7) are estimates only and not binding in any way on the Contracting Authority and will be used merely for evaluation purposes. The EUAA is not obliged to order any/all of the above-mentioned items.

The above list of the items is non-exhaustive, and any additional item can be requested from the catalogue (please refer to section 2.3 below) and/or EUAA may request the contractor to provide supplementary supplies of the similar type as those requested by these Technical specifications, as per point 2.4 below.

In case any item initially offered and part of the Financial offer form (SSF 7) will not be available on the market anymore, the contractor shall provide an equivalent item meeting the minimum requirements as defined in the Annex A to these Technical specifications, at the same price per item offered during the tendering period and included in the SSF 7.

All the provisions stipulated in these Technical specifications apply to all the items to be provided under the framework contract (i.e. items offered in the tender and included in the SSF 7, ordered from the contractor's catalogue, and any other supplementary supplies ordered as per point 2.4).

#### 2.3. Catalogue

Together with the technical offer (SSF8), **the tenderer shall provide a description of the items, and/or catalogue in PDF and/or an electronic catalogue and/or an online catalogue accessible to general public via web site (web link/URL to be provided in this case),** preferably in English language, <u>in order to verify the technical compliance of the items offered against the minimum technical specifications/requirements</u> specified for the items listed in Annex A to these Technical specifications.

The description and/or catalogue (provided in one of the formats defined above) must include at minimum the items listed in section 2.2 of these Technical specifications, i.e. the Annex A to these Technical specifications, but may also contain a larger range of items. The description of the items and/or catalogue shall include a full description, mentioning technical characteristics/specifications and descriptions of each item, including their high-quality colour pictures and NET prices in EUR. The catalogue and/or description of the items shall contain information on the products (e.g. descriptions and warranty), preferably in English language. The description of the items and/or catalogue provided the technical offer will become an integrant part of the contract.

**The warranty period** for all the items supplied to the EUAA is minimum 2 years from the date of delivery and the cost of the warranty shall be included in the prices quoted in SFF 7.

#### 2.4. Additional deliveries/supplies

The contracting authority may order the additional deliveries, supplies and/or services as follows:

a) The additional deliveries/supplies, which were not were not part of the financial offer (SSF 7) but are listed in the catalogue provided with the initial tender, will be ordered from the



SSF 7 but delivered to the location outside Malta.

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catalogue provided with the tender or the latest official valid catalogue duly provided by the contractor, as part of this contract.

b) In accordance with Article 1.2 of Annex I of EU Financial Regulation, EUAA may request the contractor to propose supplementary services/supplies which were not initially included in the framework contract but are of the same type as those listed in these specifications. The supplementary elements may not depart from the essential terms fixed in the framework contract and may be requested only if they are absolutely necessary for the execution of the ordered supplies.

The contractor must agree to the quantity and quality of the supplementary supplies/ services with EUAA and submit an all-inclusive quotation/price for the requested item (i.e. supplementary services/supplies) within five (5) working days following the date of the EUAA's request, unless otherwise specified.

EUAA shall assess the reasonableness of the price of items (and their delivery cost, if applicable) quoted by the contractor based on the standard market prices for items and delivery cost. Evidence of market prices shall be provided by the contractor upon request of EUAA. Should the price be deemed unacceptable to EUAA, the contractor will have two (2) further working days to present an equivalent item under better financial conditions.

EUAA reserves the right to ask the contractor for the price breakdown and any supporting documents, e.g., official price list, offers, prices from the latest valid contractor's catalogue, delivery notes, invoices, proofs of payment, etc.

Should the unit price quoted be accepted by EUAA, it shall be included in the approved Order Form and therefore have the same treatment as the supplies/items listed and accepted with the initial contractor's Financial offer (SSF 7).

If applicable, for the items ordered as per point 2.4, the contractor shall submit **the quotation of the delivery price of the item(s) to the requested location(s) outside Malta**<sup>1</sup>. The quotation/price shall be based on the best market price at the moment of the request, i.e. must be consistent with the standard service price lists of a chosen courier company/ courier. EUAA reserves the right to verify the quotation of delivery prices offered by the contractor at any time. If delivery price for any of the destinations significantly exceeds an official standard delivery price of a recognized courier company/ courier for the same route, the quotation may be rejected and a quotation may be asked to a third party. Only once the price is accepted by EUAA, it shall be included in the order form and therefore, have the same treatment as the services accepted with the initial contractor's financial offer (SSF 7).

#### 2.5. Price Revision

The prices of the supplies indicated in the financial offer form (SSF7) are revised in accordance to the provision of Article I.5.2 of the contract.

<sup>1</sup> The following provision for determining the delivery price apply also in case e.g. the items are ordered from









The prices of the items in the catalogue provided with the tender are revised accordingly:

- a) The description of the items, and/or a catalogue in PDF and/or a catalogue in electronic format<sup>2</sup> provided with the technical offer, its prices and items, may be updated up to four times every year. If this is the case, the contractor shall give immediate written notice of the updates to EUAA. Once the update is made available to EUAA, EUAA shall accept or refuse it within 1 calendar month. In case of refusal, old catalogue applies.
- b) In case an online catalogue accessible to general public via web site<sup>3</sup> is made available by contractor for usage during implementation of FWC (in terms of ordering additional supplies and/or equivalent items), the online catalogue will be used by EUAA only in case the prices are equal or lower than the ones from the description of the items, and/or a catalogue in PDF and/or a catalogue in electronic format provided with the tender. The update of the online catalogue is done automatically without any notification to EUAA and changes are automatically accepted. In case online catalogue accessible to general public via web site is the only catalogue available, the prices contained therein will prevail.

Price revision index by the formula set out in Article II.19 of FWC contract is not applicable to section 2.5 a) and b) above and to the additional deliveries/supplies, as per point 2.4 of these Technical specifications.

#### **2.6. Other Requirements**

# Quality of the supplies and reliability of the service must remain consistent throughout the duration of the framework contract.

EUAA requires a **free of charge automatic return policy** to be applied to all supplies that reach EUAA damaged and/or not supplied to the quality or exact type/size/colour ordered by EUAA. The automatic return policy procedure shall remain valid during the entire duration of the framework contract.

EUAA gives particular importance to the purchase of environmentally friendly items. Any packaging shall be adapted to the size of the delivered item and be as environmentally friendly as possible such as the use of biodegradable packing materials, recyclable materials, and corrugated cardboard products.

All intellectual property rights, pre-existing rights or copyrights, subsisting in all e.g. items, publications, files, etc. used in production of all deliverables in this Framework shall remain property/ownership of the EUAA and/or depending on the particular case, are licensed to the EUAA.

<sup>&</sup>lt;sup>2</sup> In case the catalogue includes the items and their prices as in the SSF7, in case of an update of the catalogue, it can be accepted, however the item shall be ordered from SSF 7 and the price applicable therein shall prevail. <sup>3</sup>Ibid.





## 3. Assumptions and Risks

#### 3.1. Assumptions

- 3.1.1 EUAA's needs are unpredictable and may vary significantly through the period of the contract implementation. This may impact the timing and scope or volume of use of the contract.
- 3.1.2 EUAA's presence in operational locations will continue over the next 4 years (during the framework contracts duration) and the overall needs for branded items and operational clothing will remain stable.

#### 3.2. Risks

3.2.1 All below risks shall be taken into account by the contractor, for instance during contract implementation the prices cannot be changed beside the standard price revision clause indicated in Article I.5.2 of the draft contract and in the Section 2.5 of these technical specifications.

Due to the unpredictability of the needs, there is a risk that the needs of the EUAA may change during the contract implementation, which will impact contract consumption (no consumption, faster or slower consumption, different characteristics of the services, etc.).

Other potential risks may include:

- ➤ Changes in national legislation;
- ➤ Amendments to the EUAA operating plans;
- > Changes of the operational context, including changes in the flows of asylum seekers;

➤ Operational difficulties due to specific situation, such as natural disasters, health and safety incidents, etc

### 4. Scope of the Work

#### **4.1.** Description of the assignment

The contractor shall perform the contract in accordance with its provisions, and to the highest professional standards, accommodating EUAA needs and requests.

The contractor shall be responsible for production and timely delivery of all deliverables, as defined in the point 2.2 of these Technical specifications, as per order forms issued by the EUAA.

All deliverables will be produced by the contractor in accordance with EUAA visual identity guidelines, provided in the Annex C of these Technical specifications, and/or otherwise, as instructed by the EUAA.

The contractor is responsible for ensuring business continuity in all situations and guaranteeing timely arrangements to provide all the requested deliverables.





#### 4.2. Place of performance of the services

The supplies ordered by EUAA shall be delivered to EUAA Headquarters in Malta at the address below:

#### European Union Agency for Asylum (EUAA) MTC, Block A, B, C Winemakers Wharf, Grand Harbour, Valletta MRS 1917 Malta

All packaging or boxes must be disposed of by the Contractor.

Apart from the above listed locations, the contractor may be requested to deliver the supplies on the whole territory of Malta and the current location in Malta may be changed during the execution of the framework contract.

Due to operational needs, EUAA reserves the right, at its own discretion, to request the contractor to provide and deliver the supplies to the countries in the European Union (EU) other than Malta and non – EU countries. In such cases, the relevant provisions of the Tender specifications (such as points 2.4 and 4.3 of these Technical specifications) shall apply.

If applicable, the contractor shall organise and handle all import-export custom clearance to and from countries outside the EU. Where a package requires passing through customs control, the EUAA will provide documentation which the contractor advises is required for clearance. If applicable, all import-export custom clearance cost and any additional customs charges must be paid in full by the contractor to the respective national authorities and then invoiced to EUAA attaching the relevant payment documents and any supporting documents, if needed. The invoice must be accompanied by a relevant supporting document indicating the amount paid. EUAA shall refund the expenses to the contractor, as per point 1.5.3 of the Framework contract.

#### 4.3. Ordering Procedure and Prices (Financial Offer)

Supplies will be ordered by EUAA through Order Forms governed by the terms and conditions of the Framework Contract. The prices applicable to the orders are based on the prices of the financial offer (SSF7), catalogue duly provided with the tender or additional and supplementary supplies ordered as per point 2.4 of these Technical specifications.

The implementing arrangements between the EUAA and the contractor are stipulated in article I.4.3 of the Framework contact.

EUAA shall make requests/inquiries via email prior to ordering items. The exact items, their quantity, exact colour and the exact size (if applicable, e.g. in cases of branded operational clothing, etc.) or e.g. exact national, international or EUAA flags needed, will be communicated to the contractor prior to



The Contractor shall deliver any item under this Framework contract, i.e. total order as per order form, within a maximum time limit of 10 weeks from the signature of the order form by both parties, unless a different date is specified in the order form, or unless of justified exceptional circumstances whereby the supply chain is disrupted in light of force majeure, and whereby reasonable alternatives are not possible. The contractor shall notify the contracting authority of the exact date of delivery of the supplies at least 3 working days in advance.

the issuing of the Order Form, and then the items will be formalised in an Order Form. EUAA will send to the contractor an order form by e-mail, specifying the requested items and delivery locations.

The contract foresees no commitment as to the exact quantities to be ordered by the contracting

The price quoted per each item in the financial offer form (SSF 7) shall be all-inclusive and cover all supplies listed in section 2.2 of these Technical Specifications, which includes the following: price of the item, delivery cost to the location, transportation, packaging, administrative, management costs and any other related costs. No extra costs shall be recognized by EUAA, except for delivery cost of

authority and no minimum value order can be expected or required by the contractor.

supplies to the locations outside Malta (as per point 2.4 of these technical specifications).

Deliveries shall be made directly to the agreed EUAA's reception points in Malta and/or any location specified by EUAA, which may be requested by EUAA. Deliveries are not to be left on the ground floor but are to be taken up to the required floor and/or the required office. This actual delivery location of the items shall be indicated at the time of request in the Order Form.

The supplies shall be delivered in accordance with Incoterms 2020 DDP ('Delivery Duty Paid) on any working day during normal working hours (Monday - Friday from 8:00 to 18:00) following communication with the designated EUAA staff representative in the specific location. Provision of supplies shall be constant through the whole year (except for EUAA holidays and weekends). For clarity, a public holiday refers to EUAA public holidays, and a list of EUAA holidays will be communicated to the contractor during contract implementation.

Delivery note/receipt provided with the items shall include the name of EUAA, ref. number of the FWC contract and the list of items (with codes) and their quantities and other elements (if applicable). The delivery note/receipt must be presented by the contractor/delivery person to an EUAA representative for signature. Once signed, the original delivery note/ receipt will be retained by the EUAA representative, and a copy will be kept for the contractor's records.

Upon delivery of all supplies requested, including the ones delivered upon EUAA's request, the contractor shall notify EUAA, and provide the signed acceptance form via email. EUAA shall verify the delivery of the supplies and/or performance of the service and shall send the co-signed acceptance form by email to the contractor in maximum 10 working days following its receipt, unless otherwise agreed between the EUAA and the contractor. Model/template for Acceptance form can be found as Annex D to these Technical specifications.





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EUAA is exempt from import-export taxes under Article 3 and Article 4 of the Protocol on Privileges and Immunities of the European Union. EUAA will inspect the quantities and quality of the delivered items in accordance with Art. II.4.10 and II.4.11 of the framework contract.

EUAA may, in agreement with the contractor, establish a different process for the ordering and delivery of supplies, should that reflect better operational needs and ensure smoother implementation of the Framework contract. This will be established by email exchange between the parties.

### 4.4 Implementation of the FWC contract

Once the Order form is signed by both parties, the EUAA will submit to the contractor a request for design of the items which are indicated in the Order form, to be designed in accordance with the EUAA visual identity guidelines. The following elements, inter alia, exact placement of the EUAA logo, other possible elements of visual identity and exact color of the items, if applicable, (e.g. for operational clothing, etc.) will be defined by the EUAA at this stage of design request.

As a response to the request for design, within 10 working days following the request, the contractor shall submit a proposal for the design (e.g. mock up, etc.) of the items described in order form. Shorter deadlines may be requested by EUAA as well.

The contractor must submit design proposal of the items on one of the following formats as agreed by EUAA (e.g. PDF, word, PowerPoint, web link or any other similar electronic format), and the photos (e.g. 2D or 3D) of each item which shall be of high quality resolution (minimum 300dpi) and at least A5 size (other sizes may be requested by EUAA) to enable assessment of the design work.

EUAA can require further corrections and adjustments to the design proposals made within 10 working days, until final version of the design has been agreed. Only design of the items approved by the EUAA can be put into production by the contractor.

The items indicated in the Order form shall be produced and delivered in accordance with the approved design. EUAA may adapt the existing or incorporate different implementation arrangements in accordance with its needs should it better serve the purpose of the FWC contract.

If the contractor repeatedly refuses to correct the design or delivers the items with the design not being approved by EUAA, it is therefore considered not implementing the FWC in accordance with the FWC and/or Specific contract, and he can fall into circumstances leading to the breach of the Framework contract and/or Specific contract, as per article II.17.1.c) of the FWC contract.

# 5. Contract Management

#### 5.1. Responsible body

A Contract Manager nominated by the EUAA, or a person nominated to act on his/her behalf, is the person responsible for the management of this contract.









In addition to the appointed Contract Manager, EUAA will communicate to the contractor the designated persons who will receive the delivered items. These may be communicated for each delivery, as necessary.

#### 5.2. Contract team

The contract shall have a highly qualified team of staff working full time on implementing the Framework contract and managing the order forms.

The contractor shall appoint a **Contract Manager** (CM) who will be responsible for management of the contract on behalf of the contractor. This activity will include communication with EUAA, planning and implementation of administrative and financial requirements (e.g., request for services, Order Form process and capacity to respond to urgent requests, issuing of invoices, etc), customer support, technical advice, etc.

The person nominated as Contract Manager shall fulfil the demands of the contract throughout its duration, including in terms of technical expertise, decision-making and administration.

Some of the tasks of the contract manager are as follows, but not limited to:

• ensure that the Contractor's reply to the order forms in accordance with the contractual conditions, inform EUAA of the practical issues in relation to the relevant tasks;

• communicate to EUAA should the operational performance of the services and deliveries of supplies requested not go according to the planned and agreed schedule;

- responsible for planning of the activities;
- contribution to any problem resolving matters and overall contract coordination, etc.
- follow up on complaints and measure customer satisfaction;
- ensure the adequacy in quality and quantity of the resources necessary for the delivery of supplies;
- address the any potential non-conformities, etc.

For all the duration of the framework contract, the Contractor's contract manager shall be in communication with the EUAA contract manager and shall use English as the working language. The contractor's contract manager shall be always available during EUAA's standard office hours by email and telephone. In the event of non-availability, the contractor must appoint an individual to act as a back-up with the same level of authority, expertise and experience as the Contract Manager.

The Contractor shall also appoint a **Graphic designer**. Some of the tasks of the graphic designer are as follows, but not limited to:

• prepare mock-ups and proofs of concept for EUAA branded items;

• ensure that all branded item designs meet the requirements specified in EUAA Visual Identity Guidelines;

• other tasks related to the design of EUAA branded items.

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The Contractor's Contract Manager and Graphic designer shall fulfil the requirements as indicated in the Tender specifications-Part 1 Administrative specifications, point 3.2.3. Technical and professional capacity (T2).

If the Contract Manager and/or Graphic designer are permanently absent, they shall be replaced by a person fulfilling the requirements for the relevant position, defined in point 3.2.3 of the Tender specification -Part 1 Administrative specification. In this case, EUAA shall check the CV of the proposed replacement and inform the contractor via email of its acceptance.

# 6. Logistics and Timing

#### 6.1. Commencement date and Period of execution

The intended start date is Q4 2023. Please see Article I.3 of the Special Conditions of the contract.

#### 6.2. Meetings

The parties will communicate primarily via email to the addresses indicated in the contract, article I.8. Any official communication shall be in writing to the official email addresses.

A kick – off meeting will be organised at the EUAA's premises (organizations costs will not be reimbursed by the EUAA), or remotely, upon signature of the Framework Contract, to discuss any practicalities regarding the contract implementation, align expectations, etc.

Regular coordination meetings can be organised upon request of each party to discuss specific issues related to the implementation of the contract.

Any issues related to the contract implementation can be facilitated by meetings, organised throughout the contract duration. Such meetings can take place either at EUAA's premises or the contractor's premises, or can be carried, whenever possible, by videoconferencing/skype, or similar technology. No separate cost will be reimbursed to the contractor for participation to the meetings.

# 7. Monitoring and Evaluation

#### 7.1. Monitoring measures

To confirm that the contract is being implemented as agreed, the EUAA may establish monitoring measures for the following:

- 1. Contract management, customer service and response capacity;
- 2. Timely delivery of all orders;
- 3. Quality of the supplies and services provided.









The results will be discussed with the contractor, as appropriate.

#### 7.2. Definition of indicators

The performance of the Contractor will be judged upon adhering to the objective and expected deliverables as indicated in the above Section 2, upon successful implementation of the activities indicated in the above Section 4, as well as upon compliance with any other provision of the contract.

#### 7.3. List of Annexes:

- 1. Annex A: List of Branded Promotional Items
- 2. Annex B: EUAA's Logo
- 3. Annex C: EUAA Visual Identity Guidelines
- 4. Annex D: Supply Acceptance Form