

CONTRACT SPECIFICATIONS

CE no. 08/CPG07/2022

Clause 1

Purpose of Contract

1. The contract specifications contain the clauses to be included in the contract to be signed following the procurement procedure with the purpose **of providing technical support services to Associação de Turismo do Porto [ATP] for the promotion and marketing of the Porto and North of Portugal destination in the German market**, according to the characteristics and specifications established in **Appendix A**, attached to these contract specifications.
2. The contract specifications includes all its annexes, considered to be an integral part thereof.
3. In view of the provisions of the preceding paragraphs, the service provider undertakes to provide all the services in accordance with the terms set out in these contract specifications, in particular its Appendix A and the tender awarded the contract.

Clause 2

Contract

1. The contract, in writing, is composed of the respective contractual clauses and its appendices.
2. The contract to be entered into also includes the following:
 1. The remedying of the errors and omissions of the contract specifications identified by the bidders, as long as the errors and omissions have been expressly accepted by the competent body for the contracting decision;
 2. The clarifications and the rectifications relative to the contract specifications;
 3. These contract specifications;
 4. The successful bid;
 5. The clarifications concerning the successful bid provided by the successful bidder.
3. In the case of discrepancies between the documents specified in the previous paragraph, their respective prevalence is determined by the order in which they are listed therein.

Clause 3

Contract term

1. The services to be provided under the scope of the contract shall be fully performed until **30 May 2023**, from the date the contract is entered into.
2. The contract will only be considered to have been entered into with the written communication of ATP's acceptance of the services awarded.
3. The contract shall remain in force until the conclusion of the services that subject of these contract specifications, in accordance with Appendix A, without prejudice to additional obligations that may endure beyond the termination of the contract.

Clause 4

Main obligations of the service provider

1. The entering into the contract by the service provider, without prejudice to other obligations provided for in applicable legislation, in these contract specifications or in the contractual clauses, results in the obligation of the service provider to provide the services identified in accordance with Appendix A and in its bid.
2. As an ancillary obligation, the service provider is also bound, in particular, to use all the human, material and technical means that are necessary and appropriate for the good performance of the services, as well as to establish the organisational system necessary for the perfect and complete execution of the tasks under its responsibility.
3. The delivery of the service provision result means the transfer of ownership and property of the items that will be developed, if any, under the scope of the contract, to Associação de Turismo do Porto.

Clause 5

Management, Supervision and Evaluation of the performance of the contract

1. The awarding entity has the right to manage, supervise, and evaluate the services provided.
2. It is the prerogative of the awarding entity to be able to totally, or partially, reject the information produced by the successful bidder under the contracted activities and demand the elaboration of new outputs. In such case the successful bidder must proceed to the immediate replacement and modification of the documents, without prejudice to the normal functioning of the activities, and any additional costs arising from this process shall be borne by the same.
3. The successful bidder undertakes to provide, at the request of the awarding entity, all types of data and the clarifications necessary for the suitable monitoring of the full performance of the contract.

Clause 6

Base price

1. The contract's base price is the maximum amount that the Associação de Turismo do Porto is willing to pay for the performance of all services that comprise the purpose of the contract, corresponding to the estimated total value of **EUR 50.939,08 (fifty thousand, nine hundred and thirty nine euros and eight cents)**, plus VAT at the legal rate in force (VAT in force under Portuguese tax law).
2. The contract price includes all expenses that the successful bidder has to incur for the provision of the services, including all expenses with travel, human, technical and material resources or any other expenses allocated to the provision of services.

Clause 7

Payment conditions and term

1. The contract price shall be paid on delivery and approval of the corresponding invoice, on the following terms:
 - a) 50% on signing the contract.
 - b) 25% with delivery of the third monthly report.
 - c) 25% with delivery and approval of the conclusion of the work.

2. Payment will be made within 30 days of receipt of each invoice, which can only be issued after delivery and written approval of the terms and services to which they relate.
3. The successful bidder is obliged to issue an invoice, which must include:
 - a. The contract and procedure reference;
 - b. Identification of the phase of services to which it refers;
 - c. The price and applicable VAT.
4. If the awarding entity disagrees with the content or values indicated on the invoices, it must inform the successful bidder in writing, within 5 (five) business days, of the respective grounds and the successful bidder will be obliged, within the same period, to provide the necessary clarifications or issue a new corrected invoice.
5. The invoices, provided they are duly issued and in compliance with the provisions of paragraphs 1, 2, 3 and 4, are paid by electronic bank transfer to the account/IBAN indicated by the successful bidder.
6. The successful bidder is entitled to interest on arrears on the amount due, at the legal rate set for this purpose, for the period corresponding to the delay, in the event of delay in payment of the invoices by the awarding entity.
7. Defective provision of the services shall have a suspensive effect on invoicing and payment until the situation is fully remedied, without prejudice to the application of other penalties or sanctions provided for in these contract specifications or established by law.
8. The revision of the proposed price during the performance of the contract is not allowed, under any circumstances.

Clause 8

Penalties

1. The Associação de Turismo do Porto may require the service provider to pay a financial penalty for failure to comply with the obligations arising from the contract, namely for non-compliance with the deadlines established in clause 3, paragraph 1. The amount of the penalty is established according to the seriousness of the non-compliance with the deadline for provision of services under the contract. It may be up to 0.5% of the contract value for each day of delay.
2. When Associação de Turismo do Porto is determining the seriousness of the non-compliance it shall take into account, in particular, the duration of the breach, its possible repetition, the degree of fault of the service provider and the consequences of the non-compliance.
3. The Associação de Turismo do Porto may deduct the financial penalties applicable under this clause from the payments due under the contract.

Clause 9

Fortuitous cases or *force majeure*

1. The failure to punctually perform the services and/or contractual obligations under the responsibility of either party, resulting from a case of *force majeure*, duly proven and accepted, is not considered a breach of contract nor may penalties be imposed on the

service provider. *Force majeure* is deemed to be unforeseeable and exceptional circumstances or events, independent of the wills of the parties and not arising from fault or negligence of either of them. Such situations make it impossible to perform the contract as they are beyond the control of the affected party, and which it could not have known or foreseen at the date of the contract and the effects of which could not reasonably be avoided or prevented.

2. The occurrence of circumstances or events that may constitute cases of *force majeure* must immediately be notified to the other party.
3. The party that invokes *force majeure*, for the purposes of the provisions of the previous paragraph, must notify the other party in writing and justify such situations, as well as communicate the foreseeable deadline for re-establishment of the normal situation.
4. *Force majeure* means the extension of the deadlines for compliance with the contractual obligations impacted, for the period of time that demonstrably corresponds to the impediment resulting from the *force majeure* situation.

Clause 10

Duty of confidentiality

1. The successful bidder shall keep confidential any information and documentation, whether of a technical, non-technical, commercial or other nature, related to the activity of the awarding entity.
2. Information and documentation covered by the duty of confidentiality may not be transmitted to third parties, nor put to any use other than directly and exclusively for the purpose of performance of the contract.
3. The successful bidder also undertakes to respect the confidentiality of all data or information of a functional or procedural nature of the services of the awarding entity, to which it has access in the performance of the contract.
4. Likewise, the successful bidder guarantees that third parties (such as employees, agents, subcontractors and consultants) who may be involved in the performance of the services shall respect the obligations of secrecy and confidentiality set out in the preceding paragraphs.

Clause 11

Subcontracting and assignment of the contractual position

1. The subcontracting of the provision of services by the successful bidder requires the prior written consent of the awarding entity.
2. The successful bidder may not assign its contractual position in the contract, or any of the rights or obligations arising therefrom, without the prior written authorisation of the Associação de Turismo do Porto.
3. The assignee or subcontractor must present, for the purposes of the authorisation referred to in the previous paragraph, all of the documentation required to the successful bidder within the scope of the procedure that gave rise to the contract.
4. The assignee or subcontractor must have the necessary technical and financial capacity to ensure the good, exact and punctual performance of the contract. It must prove, namely,

that it is not in any of the situations foreseen in article 55 of the Public Procurement Code (CCP).

Clause 12

Termination of the contract by the ATP

1. The Associação de Turismo do Porto may terminate the contract as a penalty, without prejudice to other grounds for termination provided for by law, in the event the service provider seriously and repeatedly breaches any of its obligations, namely total or partial delay in providing the service that is the purpose of the contract for more than 5 (five) days or written declaration from the successful bidder stating it is impossible to fully comply with the contract.
2. The Associação de Turismo do Porto is entitled to the corresponding legal compensation, under the general terms of law, in addition to the right to terminate the contract, in the event of breach by the successful bidder.
3. The right to terminate referred to in the previous paragraph is made effective by means of a written statement sent to the successful bidder.

Clause 13

Termination by the successful bidder

1. The successful bidder may terminate the contract, without prejudice to other grounds for termination provided for by law, when any amount due to it has been in debt for more than 2 (two) months or when the amount in debt exceeds 25% (twenty-five percent) of the contract price.
2. The right to terminate the contract is exercised by means of a written declaration sent to the Associação de Turismo do Porto, and it shall take effect ten (10) days after receipt of that declaration, if the grounds for termination continue to exist on that date.

Clause 14

Security deposit

The successful bidder is not required to provide a security deposit.

Clause 15

Information obligations

1. The parties are bound by the duty of mutual collaboration, namely as regards the reciprocal provision of information necessary for the good performance of the contract.
2. Each party must, in particular, immediately notify the other of any circumstances, whether or not comprising *force majeure*, that may be expected to prevent the performance or timely fulfilment of any of their obligations.
3. The party must inform the other, within ten days of the occurrence of such impediment, of the time or extent of the foreseeable impact on the performance of the contract.

Clause 16

Communications and notifications

1. Communications must be sent to the domicile or head office of each party, as identified in the contract, without prejudice to other rules that may be agreed regarding notifications and communications between the parties to the contract.
2. Any change in the contact information contained in the contract must be communicated to the other party.

Clause 17

Computation of time periods

1. The time periods provided for in the contract are continuous, including Saturdays, Sundays and public holidays in their computation.

Clause 18

Interpretation and validity

1. The contract and other contractual documents are governed by Portuguese law, and are interpreted in accordance with its rules.
2. The parties to the contract who have doubts about the meaning of any contractual documents shall raise such doubts with the other party to whom the meaning directly concerns.
3. If any provision of the contract or of any contractual documents is annulled or declared void, the remaining provisions shall not be affected by that fact and shall remain in force.

Clause 19

Arbitration

1. Any disputes or differences between the parties regarding the interpretation, performance, non-compliance, invalidity or termination of the contract that are not consensually settled within a maximum period of 20 (twenty) days must be settled through Arbitration.
2. The arbitration, considering the provisions of the previous paragraph, shall be carried out by the Arbitration Centre of the Associação Comercial do Porto.

Clause 20

Contract manager

1. The following contract manager is appointed on behalf of the ATP, to promote permanent monitoring of the contract's performance:

Name: Susana Isabel da Silva Ribeiro

Contact details of the contract manager:

E-mail: sribeiro@portocvb.com - Telephone/Mobile: 92 782 00 16

2. The contract manager may request information at any time and without prior notice, or it may conduct audits to monitor the quality and level of performance of the service provision and compliance with the contractual or legal obligations by the successful bidder. The contract manager may, when justified, propose the application of penalties in the event of non-compliance.
3. The successful bidder undertakes to collaborate with the contract manager in providing the information that may be requested or in conducting the audits, making available the resources that may be necessary for that purpose.

Clause 21

General Data Protection Regulation (GDPR)

1. The European Data Protection Regulation provided for in Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, as well as Law no. 58/2019 of 8 August, which ensures the implementation, in internal legislation, of the protection of natural persons with regard to the processing of personal data and the free movement of such data, must be complied with under the scope of this procedure.
2. The co-contractor undertakes to comply with the provisions of **Appendix B**, an integral part of these contract specifications, for the purposes of the provisions of this clause and in all matters relating to the protection of personal data. The co-contractor undertakes to sign Appendix B at the time of signing the contract, and which shall be considered, for all purposes, as an annex to the contract entered into and an integral part thereof.

Assinado por: **SUSANA ISABEL DA SILVA RIBEIRO**
Num. de Identificação: 10830657
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APPENDIX A

TECHNICAL SPECIFICATIONS

The services to be provided are technical support services for the promotion and marketing of Porto and North of Portugal as a tourism destination in the **German market**, using local specialised companies with knowledge, know how, databases and experience in working with Portuguese companies and organisations in the tourism sector.

1) Assumptions

Tourist destinations must adopt an approach to the different tourist markets based on an active and regular presence in the top of mind of the consumer and of trade, in a context of strong global competition and extreme need for the streamlining of financial, logistical and human resources. This effort must be capable of implementing an operational strategy that optimises communication, marketing and sales support, with a clear focus on measuring the respective outputs. Thus, **a need to acquire technical support services for the promotion and marketing of the Porto and North of Portugal destination has been noted, to ensure greater efficiency and effectiveness of the activities in the German market. This shall involve hiring a local representative with technical knowledge and proven experience of working with Portugal in tourism, namely in the communication (media and content) and tourism trade (tour operators and travel agents) areas.**

This local representative shall provide the following services:

- a) Design a Strategic Promotion plan for Porto and North of Portugal, with the aim of attracting trade contacts and boosting business for our members, taking into account the most appropriate communication tools and in line with the latest trends in: content production, press and public relations consultancy, social media, influencer marketing and/or e-mail marketing, among others;
- b) Support, in a permanent and continuous way, the promotion, internationalisation and commercialisation effort of Porto and North of Portugal, through a service that ensures an active presence in the German market;
- c) Establish contacts and carry out B2B and B2C commercial promotion activities;
- d) Collaborate in attracting Press Trips for Porto and North of Portugal with relevant reach in its channels (on and off), aligned with defined Leisure and MICE products;
- e) Collaborate in attracting Fam Trips with Tour Operators, Travel Agents, Meeting Planners, PCOs, Corporate companies and Associations;
- f) Attract international incentives from associative networks linked to the tourism sector (e.g. DRV: Deutscher Reiseverband);
- g) Build and make available a qualified B2B database on MICE and Leisure products;
- h) Ensure the presence at 3 events and the organisation of 1 event dedicated to Porto and North of Portugal in the German market;
- i) Monitor the market behaviour for Portugal, specifically for the North region.

2) **Mandatory Content:**

- a) Strategic Porto and North of Portugal Promotion Plan for the German market;
- b) Plan and report on meetings and contacts with trade, media, influencers, opinion leaders of the Portuguese community, and strategic partners;
- c) Plan and report on contacts and B2B and B2C commercial promotion activities, which must include the creation and dissemination of at least one newsletter per month for the B2B target;
- d) Plan and report on press trips with details of the means, scope and schedule of the publication/post;
- e) Plan and report on fam trips with details of the operators, the operation for Portugal/North, and the timetable of planned activities;
- f) Plan and report on contacts for attracting incentives from associative networks linked to the tourism sector;
- g) Database (in excel format) that ensures coverage of the main MICE and Leisure players for Porto and North of Portugal, in the B2B and B2C segments;
- h) Organise the presence of Turismo do Porto e Norte in at least 3 events, and for all of them, ensure the full design and implementation of the activity, including: communication management (invitations, press releases, communication content management, scheduling of on-site meetings, press coverage, among others); ensure the full management of the event; ensure the presence at the event of trade and the general public, in terms of contact and relations;
- i) Identify and organise at least 1 event exclusively dedicated to Porto and North Portugal tourism that combines the B2B and B2C components, ensuring the full design and implementation of the activity, including: communication management (invitations, press releases, communication content management, defining B2B and B2C moments, press coverage, among others); and the full management of the event (venue, entertainment, contents, catering, audiovisuals, speaker, hostesses, among others);
- j) Monthly report and study on the performance of the project (includes online and print media clippings and monitoring of the profile and behaviour of demand for Portugal/North);
- k) Detailed monthly report on leads capture, and respective follow-ups;

3) **The work to be delivered by the successful bidder must contain as attachments:**

- a) Monthly report template;
- b) Scheduling and action plan of the work;
- c) Complete proposal with the description of all the services and activities presented;
- d) Detailed budget for all the services included in the bid;
- e) Additional proposals for improving the services provided, included in the budget;

APPENDIX B

PERSONAL DATA PROCESSING SUBCONTRACTING AGREEMENT

This Agreement is entered into between:

First Contracting Party: The Associação de Turismo do Porto, hereinafter referred to as the Controller

and

Second Contracting Party: _____, hereinafter referred to as the Subcontractor.

The Contracting Parties have agreed to enter into the present "Personal Data Processing Subcontracting Agreement", which is governed by the following clauses, with a view to fulfilling the obligations arising from Regulation (EU) 2016/679 and other applicable legislation.

Clause 1 General Principles

- 1) The performance of the purpose of the contract to be entered into implies access to and the processing of personal data, so it is subject to the legislation defined in Regulation (EU) 2016/679 and Law No. 58/2019.
- 2) The Successful Bidder undertakes to comply with the provisions of that Regulation in everything applicable to the performance of the contract to be entered into, without prejudice to the specific obligations defined in this Contract.
- 3) The Successful Bidder also undertakes to comply with the Awarding Entity's Personal Data Protection Code of Conduct, as from the time that Code of Conduct is made available to it.

Clause 2 Type of personal data and reason for their collection

- 1) The personal data made available and that will be subject to processing by the Successful Bidder within the framework of the performance of this contract are intended solely and exclusively for the purposes necessary for the performance of the contract's objective.
- 2) The processing of Personal Data carried out by the Successful Bidder for purposes other than those provided for in the preceding paragraph constitutes unlawful use of the same, and may be cause for termination of the contract for serious breach.

Clause 3

Specific obligations of the Successful Bidder

- 1) The specific obligations of the Successful Bidder in the context of the protection of personal data to which it has access and that are the object of processing in the performance of the present contract are:
 - a) Use the personal data subject to processing exclusively for the purposes provided for in the contract, and under no circumstances use those data for its own specific intentions;
 - b) Comply with the instructions that may, in the performance of the contract, be issued by the Awarding Entity of the personal data;
 - c) Carry out, if necessary, an impact assessment that identifies and minimises the risks in case of non-compliance with data protection rules;
 - d) Ensure periodic audits of the technical and organisational measures to ensure the security of the processing systems and services;
 - e) Make a register of all personal data processing activities performed within the scope of the contract, which addresses:
 - i) The name and contact details of the Data Protection Officer, if applicable;
 - ii) The general description of the appropriate technical and organisational measures to ensure the security of the personal data being processed, including the ability to ensure the confidentiality, integrity and resilience of the processing systems and services at all times;
 - iii) The process for auditing the technical and organisational measures for ensuring the security of the processing systems and services.
 - iv) The reflection on the guarantee of availability and access to personal data in a rapid manner in case of an incident;
 - f) Make available to the Awarding Entity all information necessary to demonstrate compliance with data protection rules;
 - g) Prohibit the sharing of personal data with third parties, except in case of compliance with a legal obligation or with the Awarding Entity's specific authorisation;
 - h) Keep confidentiality concerning the personal data to which it has access, which shall survive the end of the term or termination of the Contract;
 - i) Guarantee that the people authorised to process the personal data:
 - i) Have the necessary knowledge and training on the applicable data protection legislation in order to perform the contracted services; and
 - ii) Are bound by a confidentiality obligation concerning personal data to the same extent as the Successful Bidder in accordance with this Contract.
 - j) Support the Awarding Entity in responding to requests from data subjects, taking into account the exercise of the rights of access, rectification, limitation, objection, erasure and portability;
 - k) Allow the Awarding Entity access to the personal data processing media in relation to the record of the processing carried out, for the purposes of auditing and verifying compliance with the inherent legal and contractual obligations;
 - l) Provide all the clarifications required by the Awarding Entity's Data Protection Officer, within the scope of this Contract;
 - m) Keep the contacts of its Data Protection Officer updated and immediately inform the Awarding Entity in case of that officer's replacement;
 - n) Not to subcontract without the specific authorisation of the Awarding Entity.

- 2) The obligations referred to in this clause constitute the subcontracting agreement between the Parties in matters of personal data protection. The duration and payment conditions do not differ from those established for the contract to be entered into.

Clause 4 Obligations of the Awarding Entity

- 1) The Awarding Entity (as the controller) shall comply with the following obligations:
 - a) Define the purposes and means for which the data will be processed in the context of the provision of services;
 - b) Answer, in the capacity of controller, the doubts presented by the Successful Bidder;
 - c) Supervise the processing through inspections and audits, ensuring that the Successful Bidder will be notified in advance and in good time;
 - d) Comply with its legal obligations, namely pursuant to data protection legislation.
- 2) The obligations referred to in this clause constitute the subcontracting agreement between the Parties in matters of personal data protection. The duration and payment conditions do not differ from those established for the contract to be entered into.

Clause 5 Data breach

- 1) The Successful Bidder shall immediately, and within a maximum period of 24 hours in any event, notify the Awarding Entity of any security breaches (any other actual, potential or threatened security incidents), in writing and preferably by e-mail, that may occur under the scope of this contract.
- 2) The Successful Bidder must attach all relevant information for the purpose of the preceding paragraph, including a description of the nature of the security breach, as well as a description of the possible consequences of the breach and the measures taken or proposed to bring the security breach to an end or to mitigate possible negative effects. If it is not possible to send all the information simultaneously, it will be sent gradually.
- 3) In the notification of a personal data breach, the Successful Bidder shall explain the nature of the personal data breach, as well as identify the data affected, undertaking to submit the Personal Data Breach Communication Form provided by the National Commission for Data Protection (CNPD). If it is not possible for the Successful Bidder to report all the data requested in the Form within the period established in the preceding paragraph, after having detected the personal data breach, then that information may be reported in a phased manner, without undue delay.
- 4) The Successful Bidder also undertakes to provide the reasonable assistance requested by the Awarding Entity to investigate the personal data breach and report it to the Data Protection Authorities and/or the data subjects as required by the applicable data protection legislation. This includes inter alia an obligation to document the personal data breach (e.g. the circumstances, effects and corrective measures).

Clause 6

Subcontractors

- 1) If the Successful Bidder intends to hire subcontractors, the Successful Bidder must inform the Awarding Entity in writing of the identity of such subcontractor, as well as the purpose for which it will be hired, without undue delay and no later than 8 (eight) weeks prior to the transfer of any Personal Data to such subcontractor. The information shall also include details on the location of the subcontractor and may not involve the transfer of the Personal Data outside the European Economic Area, unless approved by the Awarding Entity in accordance with clause 7 below.
- 2) The Successful Bidder undertakes to ensure that all subcontractors are bound by written Contracts requiring compliance with data processing obligations corresponding to those included in this Contract.
- 3) The Successful Bidder shall be fully responsible to the Awarding Entity for the performance of any subcontractor.

Clause 7

Transfer of personal data to third countries

- 1) The Successful Bidder may not transfer, or directly or indirectly otherwise disclose, Personal Data outside the European Economic Area without the Awarding Entity's prior written approval (which may be refused or granted under the conditions the Awarding Entity considers necessary), and provided that adequate protection of the Personal Data is ensured in the destination country.

Clause 8

Information security and confidentiality

- 1) The Successful Bidder shall protect personal data from destruction, modification, unlawful disclosure or unlawful access.
- 2) The Successful Bidder must ensure, where applicable, at least all the specific requirements in RCM 41/2018 classified as mandatory, to comply with the rules of the General Data Protection Regulation on the security architecture of networks and information systems.
- 3) The Successful Bidder shall produce a "GDPR compliance requirements" document in the design phase, where it describes how it proposes to comply with the requirements established as mandatory, justifying the cases in which a particular requirement is not applicable to the system to be developed.
- 4) The information system to be developed must be structured in a multilayer architecture composed of at least three layers: Presentation Layer or Front-end (FE), Application Layer (App) and Database Layer (BD). The non-compliance with this architectural requirement requires the approval of the Awarding Entity's contract manager.
- 5) The Successful Bidder undertakes to adopt the appropriate technical and organisational measures to protect the personal data processed, and must comply with any information security requirements or policies communicated, in writing, at any time by the Awarding Entity. The measures shall, as a minimum, result in a level of security that is adequate considering:

- a) existing technical possibilities;
 - b) the cost of implementing the measures;
 - c) the particular risks associated with the processing of personal data; and
 - d) the sensitive nature of the personal data processed.
- 6) The Successful Bidder shall adopt appropriate security measures for the personal data and shall continuously review and improve the effectiveness of its security measures. The technical and organisational measures to be implemented by the Successful Bidder shall include, as appropriate, and taking into account the state of the art and the costs of implementation, and considering the nature, scope, context and purposes of the processing, as well as the varying risk of likelihood and seriousness to individual rights and freedoms:
- a) Pseudonymisation and encryption of personal data;
 - b) Ensuring the continued confidentiality, integrity, availability and resilience of the systems and services handling personal data;
 - c) Restore availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - d) Process for regular testing, verification and evaluation of the effectiveness of technical and organisational measures to ensure the security of processing.
- 7) The following requirements shall be ensured by the Successful Bidder:
- a) Analysis of vulnerabilities in the context of cybersecurity with their respective correction, and the reports with the correction deadlines must be shared with the Awarding Entity;
 - b) Implementation of TLS (Transport Layer Security) security protocols providing digital certificates, in the infrastructure held by the Successful Bidder on behalf of the Awarding Entity;
 - c) Threat detection in the system's perimeter defence (e.g. rules defined in the firewalls, Intrusion Detection System (IDS), Intrusion Prevention System (IPS), Web Application Firewall (WAF), etc.);
 - d) Provision of the VPN for remote access to the systems;
 - e) DNS and e-mail security;
 - f) The servers and respective backups should be sited in the European Economic Area;
 - g) Backups with geographic redundancy.

Clause 9

Audits

- 1) The Awarding Entity must, at any time and subject to reasonable prior written notice to the Successful Bidder, be entitled to carry out an audit of the IT solutions used by the Successful Bidder in the Contract ("Audits"). This audit may include penetration testing and may be carried out directly by the Awarding Entity or by an independent auditor.
- 2) In the latter case, the Awarding Entity undertakes to conduct the audit in such a way as to create as few obstacles as possible to the activity of the Successful Bidder, ensuring it is impossible to access the Successful Bidder's own information or that of third parties.
- 3) If the result of the audit reveals any security breach, the Successful Bidder shall bear the costs arising from the corrections in the processes or installations in the security applications and operating systems related to the correction of the vulnerable points based on the latest security updates, as well as the costs arising from audits after the installation of corrections

in the security applications and operating systems, up to the extent that such an audit may have disclosed the existence of any information security breach.

- 4) Non-compliance with the GDPR is considered, for all purposes, a very serious breach of contract and the Awarding Entity is provided the possibility of terminating the contract.
- 5) If the Successful Bidder prevents or does not cooperate in carrying out the audit referred to in paragraph 1 of this clause, the Awarding Entity may terminate the contract for very serious breach of contract by the Successful Bidder.

Clause 10 Compensation

- 1) The Successful Bidder shall be liable for any damages suffered by the Awarding Entity following a claim or breach of the provisions of this Contract or applicable data protection legislation by the Successful Bidder (including, without limitation, the exercise of a right of recourse by the Awarding Entity against the Successful Bidder in respect of any amounts which are due from the Awarding Entity for reason of acts or omissions of the Successful Bidder).

Clause 11 Assignment of the contractual position and subcontracting

- 1) The Successful Bidder must return to the Awarding Entity all personal data after the conclusion of the contract, deleting existing copies, unless the retention of data is required under the law of the Union or the Member States;
- 2) The Successful Bidder shall communicate in writing the measures taken regarding the deletion or return of the personal data at the conclusion of the processing, when requested by the Awarding Entity.

This Contract shall be signed by the parties' authorised representatives:

First Contracting Party

Second Contracting Party

Assinado por: **SUSANA ISABEL DA SILVA RIBEIRO**
Num. de Identificação: 10830657
Data: 2022.10.07 16:55:09+01'00'