



DRAFT BLANK FRAMEWORK SERVICE CONTRACT

Title: Procurement of external translation and revision services into Arabic, Italian and Spanish

CONTRACT NUMBER -

The International Olive Council (hereinafter referred to as "the IOC "), represented by the Executive Secretariat (hereinafter referred to as "the E.S."), which is represented for the purposes of the signature of this contract by Abdellatif Ghedira, Executive Director,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[tax registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function]]
of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below
and the following Annexes:

Annex I Tender Specifications (International Invitation to Tender No [complete] of [complete])

Annex II Contractor's Tender (No [complete] of [complete])

Annex III Order form

which form an integral part of this contract (hereinafter referred to as "the Contract"). The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the E.S., subject to the rights of the Contractor under Article I.7 should it dispute any such instruction.



I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1.** The subject of the Contract is the procurement of external translation and revision services into [Lot 1: Italian and Spanish and, exceptionally English or French] [Lot 2: Arabic]
- I.1.2.** The Contractor shall execute the tasks assigned to it in accordance with the Tender Specifications annexed to this Contract (Annex I).
- I.1.3** Specific work assignments will be offered to the contractors as and when required by the E.S. Each specific assignment will be the subject of an order form. The contractor must confirm acceptance of specific work assignments by signing the order form, thereby indicating its consent.

ARTICLE I.2 - DURATION

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party. The maximum duration of the Contract, extensions included, shall be three years.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** Signature of the framework contract imposes on the IOC no obligation to place an order. The IOC will become liable only when the contract is implemented by means of order forms.
- I.2.4.** The parties must sign any order form before the framework contract expires. The contract continues to apply to such order forms after its expiry. The services relating to such order forms must be performed no later than one month after the expiry of the contract.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The IOC shall undertake to pay the rates agreed in accordance with the contractor's tender appended to this Contract (Annex II).
- I.3.2.** All rates mentioned under the Contract shall be specified including and excluding the taxes and other charges applicable.



ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made upon submission of the invoice corresponding to an order form and shall only be made if the Contractor has fulfilled all its contractual obligations on the date of dispatch of the invoice.

I.4.1. Not applicable

I.4.2 Not applicable

I.4.3. Not applicable

I.4.4. Invoicing

Invoices must be prepared by the Contractor containing the following minimum information:

- the name and address of the Contractor;
- the date and number of the invoice;
- the Contract numbers mentioned on the first page of the Contract;
- the rate before and after any taxes and other charges applicable;
- the rate and amount of any taxes and other charges applicable;
- tax registration number.

I.4.5. Not applicable

I.4.6. Not applicable

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euros, identified as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the E.S. on the date on which it is registered by the department responsible. Communications shall be sent to the following addresses:

Executive Secretariat:

International Olive Council



Príncipe de Vergara, 154
28006 MADRID

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The Contract shall be governed by the national substantive law of Spain.

I.7.1a. Not applicable

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract that cannot be settled amicably shall be settled by legal arbitration by the Court of Arbitration of the Official Chamber of Commerce and Industry of Madrid, which shall be responsible for administering the arbitration and designating the arbitrator in accordance with its Rules and Statutes. The number of arbitrators shall be one. The place of arbitration shall be Madrid. The arbitrator's decision shall be final and legally binding. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Executive Director of the IOC, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with applicable law. The Contractor shall have the right to access its personal data and the right to rectify any such data that are inaccurate or incomplete.

ARTICLE I.9 – OTHER SPECIAL CONDITIONS

I.9.1. Not applicable

I.9.2. Not applicable

I.9.3. Penalties for failing to meet contractual obligations

Should the Contractor fail to perform its obligations under the Contract to the expected highest professional performance standards then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose financial penalties representing up to 10% of the price charged in the pertinent order form. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on its part or



of written withdrawal by the E.S. within thirty days of the receipt of such arguments, the decision imposing the financial penalties shall become enforceable.

I.9.4 Combined penalties and liquidated damages

The combined amount of the penalty under Article I.9.3, with the liquidated damages in Article II.16 cannot exceed 10% of the Contract rates as specified in Article I.3.1 of the Contract.

I.9.5. Change of Bank Account

Changes of bank account (specified in Article I.5 above) may simply be notified in writing to the E.S. by the Contractor for the purposes of the implementation of this Contract and must be specified in the request for payment. A duly completed financial identification form, signed or countersigned by the official representative of the Contractor, which can be requested from the E.S., will accompany such a request if a new account is to be used.

I.9.6. Not applicable

I.9.7. Termination by either contracting party

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving sixty (60) days' formal prior notice. Should the E.S. terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty (60) days from that date.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on it, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to it are to be executed.



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II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to it.

II.1.5. The Contractor shall neither represent the E.S. nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to the IOC staff.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to it.

The Contractor shall make provision for the following employment or service relationships with its staff:

- staff executing the tasks assigned to the Contractor may not be given orders directly by the E.S.;
- the E.S. may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the E.S. any right arising from the contractual relationship between the E.S. and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on E.S. premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace the staff member without delay. The E.S. shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on its own initiative record the incident and report it to the E.S. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract. In such event, the Contractor shall give priority to solving the problem rather than determining liability.



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II.1.9. Should the Contractor fail to perform its obligations under the Contract, in accordance with the provisions laid down therein, the E.S. may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the E.S. may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The E.S. shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the E.S.

II.2.2. The Contractor shall be liable for any loss or damage caused by itself or its staff in the performance of the Contract, including in the event of subcontracting under Article II.13. The E.S. shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the E.S. by a third party as a result of damage caused by the Contractor in the performance of the Contract.

II.2.4. In the event of any action brought by a third party against the E.S. in connection with the performance of the Contract, the Contractor shall assist the E.S. Expenditure incurred by the Contractor to this end may be borne by the E.S.

II.2.5. The Contractor shall take out insurance against risks and damage relating to the performance of the Contract if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the E.S. should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the E.S. in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The E.S. reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that its staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without



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prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the E.S., any member of its staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise its independence.

II.3.3. The Contractor declares:

- that it has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to its staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the E.S. should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Not applicable

II.4.2. Not applicable

II.4.3. Not applicable

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the E.S.'s account is debited.

II.5.2. Not applicable

II.5.3. Not applicable

ARTICLE II.6 – RECOVERY

II.6.1. Not applicable

II.6.2. Not applicable

II.6.3. Not applicable

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. Not applicable



II.7.2. Not applicable

II.7.3. Not applicable

II.7.4. Not applicable

II.7.5. Not applicable

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the IOC, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of its staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Contractor shall authorise the IOC to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data are concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, the E.S. shall not be required to distribute or publish documents or information supplied in the performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the E.S..

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the E.S. and shall mention the amount paid by the IOC. It shall state that the opinions expressed



are those of the Contractor only and do not represent the IOC's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the E.S. has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall make the relevant invoices invalid.

II.11.2. Not applicable

II.11.3. Not applicable

II.11.4. Invoices presented by the Contractor shall indicate its place of taxation and shall specify separately the amounts including and excluding the taxes and other charges applicable.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform its contractual obligations owing to force majeure, it shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.



ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from the E.S. nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where the E.S. authorises the Contractor to subcontract to third parties, it shall none the less remain bound by its obligations to the E.S. under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the E.S. is entitled by virtue of the Contract.

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the E.S.
- II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the E.S.

ARTICLE II.15 – TERMINATION BY THE E.S.

- II.15.1.** The E.S. may terminate the Contract in the following circumstances:
- (a) where the Contractor is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
 - (c) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;



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- (d) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the IOC's financial interests;
- (e) where the E.S. has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of its obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the E.S. as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the E.S.'s opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the E.S.;
- (j) where the Contractor is unable, through its own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of its contractual obligations.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down.

II.15.3. Prior to termination under point (c), (d), (e), (h) or (k), the Contractor shall be given the opportunity to submit its observations.

Termination shall take effect on the date on which a registered letter with acknowledgement of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination:

In the event of the E.S. terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any



loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty (60) days from that date.

The E.S. may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the E.S. may engage any other contractor to complete the services.

The E.S. shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the E.S. may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform its obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the E.S.'s right to terminate the Contract, the E.S. may decide to impose liquidated damages of 0.2% of the rates specified in Annex II per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on its part or of written withdrawal by the E.S. within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The E.S. and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS



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II.17.1. The IOC shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the IOC from signature of the Contract up to five years after payment of the balance.

II.17.2. The E.S. or an outside body of its choice shall have the same rights as the IOC for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the IOC may carry out on-the-spot checks and inspections up to five years after payment of the balance.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to the E.S.'s right to terminate the Contract, the E.S. may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgement of receipt or equivalent, or at a later date where the notification so provides. The E.S. may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

SIGNATURES

For the Contractor,
[*Company name*/first
name/surname/function]

For the IOC
The Executive Director
Name : ,

signature[s]: _____

signature[s]: _____

Done at Madrid, ...

In duplicate in English.



INTERNATIONAL
OLIVE
COUNCIL

CONSEJO
OLEICOLA
INTERNACIONAL

CONSEIL
OLEICOLE
INTERNATIONAL

CONSIGLIO
OLEICOLO
INTERNAZIONALE

المجلس
الدولي
للزيتون

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ANNEX I: TENDER SPECIFICATIONS



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ANNEX II: CONTRACTOR'S TENDER



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OLEICOLE
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CONSIGLIO
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ANNEX III: ORDER FORM