



**Contracting Authority |** Fleet Command

**Expense Process Number |** 3024003903

**Procedure |** Direct Adjustment

**Object of the Contract|** Provision of annual subscription - License to Risk

**Intelligence**

---

## CONTRACT Nº 182

---

## ÍNDICE

<b>PART I.....</b>	<b>2</b>
<b>BASIC REFERENCE FACTS AND STAKEHOLDERS .....</b>	<b>2</b>
<b>CONTRACT DESCRIPTION: .....</b>	<b>2</b>
<b>PORTUGUESE PROCUREMENT CODE TYPE OF PROCEDURE: .....</b>	<b>2</b>
<b>PROCEDURE APROVAL DISPACH: .....</b>	<b>2</b>
<b>AWARD DISPACH:.....</b>	<b>2</b>
<b>DRAFT CONTRACT APROVAL DISPACH: .....</b>	<b>2</b>
<b>PART II.....</b>	<b>3</b>
<b>CONTRACTUAL CLAUSES .....</b>	<b>3</b>
<b>FIRST - CONTRACT DETAILS .....</b>	<b>3</b>
<b>SECOND - PREVALENCE .....</b>	<b>3</b>
<b>THIRD – SUPPLY DEADLINE .....</b>	<b>3</b>
<b>FOURTH – PRICE AND PAYMENT CONDITIONS .....</b>	<b>3</b>
<b>FIFTH - ASSIGNMENT OF THE CONTRACTUAL POSITION .....</b>	<b>4</b>
<b>SIXTH - BUDGETARY CHARGES .....</b>	<b>4</b>
<b>SEVENTH – CONTRACT MANAGER.....</b>	<b>4</b>
<b>EIGHTH - DURATION AND CONTRACT TERM.....</b>	<b>4</b>
<b>NINTH – General Data Protection .....</b>	<b>4</b>

## PART I

### BASIC REFERENCE FACTS AND STAKEHOLDERS

Between the Portuguese State - Ministry of Defense - Navy – Naval Command, with tax ID number 600012662 and, headquarters at Naval Base of Lisbon - Alfeite, 2810-001 Almada, represented by the Chief of the Administrative and Financial Division of the Naval Command, First Lieutenant Daniel Gamboa Campos Calheiros de Brito, under the delegated authority combined with articles 73º of the Public Procurement Code (PPC), hereinafter referred to as First Party,

AND

Risk Intelligence AS, incorporated and registered in CVR27475671, Strandvejen 100, Hellerup, 2900, Danmark, represented by James Pascoe, who has the power to grant this contract, according to the supporting document they have shown, as the Second Party, this agreement is entered into.

### CONTRACT DESCRIPTION:

Provision of annual subscription - License to Risk Intelligence – 3024009303

### PORTUGUESE PROCUREMENT CODE TYPE OF PROCEDURE:

Direct Adjustment in accordance with article 24, nº 1 e) ii), of PPC

### PROCEDURE APROVAL DISPACH:

Dispach in 07/06/2024, of Head of the Chief of the Administrative and Financial Division of the Naval Command, First Lieutenant Daniel Gamboa Campos Calheiros de Brito.

### AWARD DISPACH:

Dispach in 04/07/2024, of the Chief of the Administrative and Financial Division of the Naval Command, First Lieutenant Daniel Gamboa Campos Calheiros de Brito.

### DRAFT CONTRACT APROVAL DISPACH:

Dispach in 04/07/2024, of the Chief of the Administrative and Financial Division of the Naval Command, First Lieutenant Daniel Gamboa Campos Calheiros de Brito.

## PART II

### CONTRACTUAL CLAUSES

#### FIRST - CONTRACT DETAILS

The purpose of this contract is the Provision of annual subscription - License to Risk Intelligence.

#### SECOND - PREVALENCE

1. Form an integral part of the contract:
  - a. Supplies of errors and omissions in the specifications identified by the competitors, provided they are expressly accepted by the competent body for the decision to contract;
  - b. Clarifications and corrections related to the Tender Specifications;
  - c. Tender Specifications;
  - d. Proposal Awarded;
2. In the event of a divergence between the documents referred to in the preceding paragraphs, the prevalence shall be determined in the order in which they are indicated.

#### THIRD – SUPPLY DEADLINE

1. The lead-time for fulfilling the contractual obligations shall be that stated in the proposal of the Second Party, and no supply may exceed the contractual deadline.
2. The Second Party undertakes to provide the First Party with the goods and services object of this contract, with the characteristics, specifications and technical requirements that appear in the procedural parts and the presented proposal.

#### FOURTH – PRICE AND PAYMENT CONDITIONS

1. The contractual price is 14.993,00 €, without VAT, in accordance with the attached purchase order.
2. The payment term shall not exceed 60 (sixty) days from the date of approval of the invoice.
3. Pursuant to the provisions of article 326 of the PPC, and in case of delay of the public contractor in the fulfillment of pecuniary obligations, the contracting party has the right to default interest on the amount owed at the rate legally fixed for the effect for the period corresponding to the delay.
4. The obligation to pay default interest shall expire automatically, without the need for a new notice, after the period provided for in number 2 of this clause has elapsed.
5. In case of disagreement on the amount due, the public contractor must make payment on the amount in which there is agreement of the contracting party.
6. When the sums paid under the terms of the preceding paragraph are lower than those actually due to the contracting party, based on the assessment of claims deducted, he shall have the right to default interest on that difference, in accordance with paragraph 1 of article 326 of the PPC.
7. The delay in one or more payments does not determine the maturity of the remaining payment obligations.
8. O atraso em um ou mais pagamentos não determina o vencimento das restantes obrigações de pagamento.
9. Submit an application to the First Party to request the contractual position, identifying the transferee and the reasons and respective grounds.

10. Any payment can only be made after verification of the legal formalities in force for the processing of public expenditure.

## **FIFTH - ASSIGNMENT OF THE CONTRACTUAL POSITION**

1. The Second Party may not assign its contractual position or any of the rights and obligations arising from the contract without the prior authorization of the First Party, and under the terms of the PPC.
2. For the purposes of the authorization referred to in the preceding paragraph, the successful tenderer shall:
  - a. Submit an application to the First Party to request the contractual position, identifying the assignee and the reasons;
  - b. Be submitted by the transferee all the documentation required of the successful tenderer in the present procedure;
  - c. The First Party shall assess in particular whether the transferee is not in any of the situations provided for in article 55 of the PPC and has the technical and financial capacity to ensure the exact and timely performance of the contract.
3. The Second Party may not subcontract under the contract executed without prior authorization of the First Party, and under the terms provided in the PPC.

## **SIXTH - BUDGETARY CHARGES**

1. The estimated charge for the economic year 2024 is 14.993,00 €, without VAT, in accordance with the attached purchase order.
2. This contract will be supported by funds entered in the Portuguese Navy Budget, under the budget line with the economic code of expenditure D.02.02.25.00 – Other Services, with the commitment number 3024605833.

## **SEVENTH – CONTRACT MANAGER**

1. Pursuant to the provisions of article 290-A, in conjunction with article 96, paragraph 1, point i), both of the PPC and pursuant to Supply Director's appointment dispatch in paragraph 9 of the annex to the proposal for the adoption of this procurement procedure, the management of this contract is the responsibility of the [REDACTED]

## **EIGHTH - DURATION AND CONTRACT TERM**

1. The contract shall enter into force on the following working day to its signature, or on the working day following the submission of the Purchase Order by the public contracting, as applicable.
2. The contract shall cease when all benefits are paid off, considering paragraph 1 of clause Second of this contract.

## **NINTH – General Data Protection**

1. The second party undertakes to ensure compliance with the obligations arising from the General Data Protection Regulation (GDPR) – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and other applicable legislation related to personal data, during the term of the contract and, whenever required, after its termination, namely:
  - a. Use the personal data to which it has access or that are transmitted to it by the first party exclusively for the purposes specified in the contract.


- b. Maintain personal data strictly confidential, complying with and ensuring compliance with the duty of professional secrecy regarding the same.
  - c. Provide the first party with all necessary collaboration to clarify any issues related to the processing of personal data under the contract.
  - d. Ensure compliance with the GDPR and other legislation related to data protection.
  - e. Not copy, reproduce, adapt, modify, alter, delete, destroy, disseminate, transmit, disclose, or in any other way make available to third parties the personal data to which it has access or that are transmitted to it by the first party under the contract, except when expressly communicated in writing by the first party or when required by legal obligations.
  - f. Implement the security measures provided for in Article 32 of the GDPR, ensuring the confidentiality, integrity, availability, and resilience of personal data processing systems and services.
2. The second party assumes liability for any harm suffered by the first party due to the processing of personal data by the second party and/or its employees in contravention of relevant legal standards.

## TENTH- JURISDICTION

3. In all matters not expressly provided for in this contract, or in the documents that form an integral part of it, the provisions contained in the Specifications shall apply, in addition to the PPC and other applicable legal provisions.
1. The Second Party shall keep confidential all information and documentation, technical and non-technical, commercial or other related to the activity of the Supply Directorate that may be known under or in connection with the execution of the contract.
2. For the resolution of all disputes arising from the contract, the jurisdiction of the Administrative Court of Lisbon is stipulated, expressly waiving any other.

First Party,

Second Party,

  
Daniel Gamboa Campos Calheiros de  
Brito  
First Lieutenant

  
James Pascoe



MINISTÉRIO DA DEFESA NACIONAL  
MARINHA

**Purchase Order nº 330401716**  
**Data: 2024-07-02**

Purchaser:  
Comando Naval  
Base Naval Lisboa, Alfeite  
2810-001 Almada  
Portugal  
NIF: 600012662

Supplier nº:304487  
RISK INTELLIGENCE A/S  
STRANDVEJEN 100  
2900 HELLERUP  
Denmark  
NIF: 27475671  
Tel: +4570266230      Fax: +4570266240  
E-mail: admin@riskintelligence.eu

**Our Process (NPD) nº: 3024003903**

The number of this purchase order must be on every document and package related with.

Item	NSN/Service Code	Description	Qty	Unit of issue
		CAGE Code/Part Number	Delivery time	Unit price/ per
Value (EUR)				
00010	98390000	OTHER SERVICES	1	EA
14.993,00				14.993,00/1 EA
	VAT 0%			0,00

Nº/Commitment: 3024605833/001

Net Amount	14.993,00
Total Amount	14.993,00

\_\_\_\_\_  
\_\_\_\_\_