

7.3 Specific for the Computer Configuration: the Supplier has provided in the Program Specification the hardware architecture and characteristics (including system software) and the sizing specifications (e.g. processing, memory, disc capacity) needed to achieve the performance as stated in the Program Specification.

7.4 Specific for the Third Party Software: the Supplier has provided in the Program Specification the complete list of all Third Party Software specifying the type and size of the required license.

8 TRANSFER OF AGREEMENT

8.1 Unless otherwise agreed in writing, neither Party may transfer its rights and/or obligations under this Agreement to a third party. If a Party nevertheless does so, the other party shall be entitled to terminate this Agreement without prior notification. [REDACTED] however, reserves the right to transfer this Agreement to its parent organisation.

8.2 In case of a merger or an acquisition of the Supplier with or by a third party, the Supplier guarantees the complete transfer of this Agreement to its successor.

8.3 The Supplier will not unreasonably withhold approval of the assignment of the rights acquired under this Agreement, the assignment of the then current Task Orders and the assignment of the Support Schedule to a third party in the framework of an outsourcing project at [REDACTED]

9 PRIORITY OF DOCUMENTS

The priority of the documents shall be governed by following rules:

1. The Frame Agreement, its Schedules and its Appendices shall prevail over a Task Order.
2. The article "Specific Provision" of a Task Order shall prevail over the Frame Agreement and its Schedules.
3. The Frame Agreement shall prevail over its Schedules.
4. A Schedule shall prevail over its Appendices.

10 CONFLICT RESOLUTION

[REDACTED] and the Supplier will endeavour to resolve any controversy or claim arising out of or relating to this Agreement through good faith negotiations, as follows:

- If such a controversy or claim should arise, the project managers of [REDACTED] and the Supplier will attempt to resolve the matter within seven (7) days of the matter being referred to them, or any other period agreed upon by the Parties;
- If the matter is not resolved by the project managers, it will be referred to the Co-ordination Committee or to [REDACTED] Manager, sponsoring the project and the Supplier's as defined in the Project Charter;
- If the matter is not resolved by those persons within seven (7) days of the matter being referred to them, or any other period agreed upon by the Parties, the matter will be referred to [REDACTED] and the Supplier's

The Parties agree, if no resolution can be reached through the above described good faith negotiations, to apply the [REDACTED] law. In the highly unlikely event that the conflict cannot be resolved by mini-trial, such matter will be resolved exclusively by arbitration as provided in Art. 11.

11 APPLICABLE LAW

[REDACTED] law shall govern this Agreement.