

Appendix B Specification

Air Brake Training

Contract Reference: K280021498

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1. Introduction

The Driver & Vehicle Standards Agency (DVSA), an executive agency of the Department for Transport (DfT) invites proposals for the following Air Brake Training services. This contract will be subject to the DfT Standard Conditions of Contract.

Bidders intending to bid for this requirement are required to submit their proposals through the Jaggaer eSourcing system, by 12:00 midday on 15 December 2021.

DVSA's primary aim is to improve road safety in Great Britain by setting standards for driving and motorcycling, and making sure drivers, vehicle operators and MOT garages understand and follow roadworthiness standards. DVSA also provides a range of licensing, testing, education and enforcement services.

DVSA employs around 4,500 staff who work out of over 1,000 varied locations, including third party and remote sites. DVSA's Head Office is at Berkeley House, Croydon Street, Bristol, BS5 0DA with other administrative offices across Great Britain.

2. Background to the Requirement

DVSA enforcement Vehicle Examiners (VE) are required to conduct examinations of large goods vehicles and public services vehicles. These checks can be part of a roadside inspection, fleet inspection or post collision investigation.

To be able to conduct a full technical inspection the VE needs to have working knowledge of basic air brake systems as well as more advanced and current technology employed in large vehicle braking systems.

Post Collision Examiners (PCE) need more in-depth knowledge to allow investigations following vehicle collisions. PCEs are required to provide high standard detailed written reports with supporting oral evidence to the Police. These reports are often subjected to close review by defence councils and industry experts. PCEs are subsequently required to attend the following to defend and rebuke any conflicting claims:

Coroners Courts – England & Wales
Fatal Accident Inquiries – Scotland only
High Courts or Crown Courts – UK wide

DVSA is therefore looking to procure the services of a supplier to deliver Air Brake Training for approximately 550 delegates in total over the initial contract period.

3. Procurement Timetable

Description	Date
ITT Issued	9 November 2021

Deadline for clarifications to be issued to the Department	19 November 2021 at 16:00
Deadline for the Department to respond to clarifications	26 November 2021 at 16:00
Deadline for receipt of Tender submissions	14 December 2021 at 12:00 Midday
Evaluation Period	15 December 2021 – 20 January 2022
Award Recommendation and DVSA approvals	21 January 2022
10 Day Standstill Period	31 January 2022
Contract Award	TBC
Contract commencement	February 2022

4. Scope

The intended contract will be expected to start from early 2022. The initial contract period will be three (3) years from the commencement date with an option to extend for a further one (1) year. DVSA shall have the right, at its sole discretion, to extend the term of the contract, this will be discussed in the contract meeting 3 months prior to the end date and written notice will be given to the supplier within one (1) month of the expiry date.

The total duration of the intended contract, including the exercise of any option periods, shall not exceed four (4) years.

The scope is delivery of Air Brake Training to approximately 550 DVSA staff in total over the initial contract period. There is no guarantee on the number of delegates provided, these are estimated numbers only with no minimum or maximum.

The Air Brake Training forms part of DVSA's new entrant programme for a VE. There are 4 intakes of VEs each year, with an estimate of a total of 40 new entrants per contract year.

For existing VEs, there is a requirement to continue their development, with an estimated 100 existing VEs per contract year who will require the training.

There is an estimated 40 PCEs per contract year who will also require the training.

	Year 1	Year 2	Year 3
VE – new entrants	40	40	40
VE - existing	100	100	100
PCEs	40	40	40
Estimated delegates per year	180	180	180

5. Implementation and Deliverables

DVSA envisages that the Services shall be broken down into the following milestones:

Title	Deliverables
Mobilisation	The supplier to deliver a mobilisation phase before Service Commencement which will be as proposed as part of the supplier's tender response. Date to be agreed between the Parties.
Service Commencement	The supplier to commence service delivery. Date to be agreed between the Parties.
Service Delivery	Deliverables as described in section 6 below

6. Specifying Goods and / or Services

Content of Training

The supplier will need to include the following content of the courses for new entrants and existing VEs:

1) Basic knowledge of compressed air braking systems in motor vehicles & trailers

The following main topics need to be covered:

- Overview and understanding of brake system design & key operating principles for towing vehicles, trailers, and buses
- Operating principles for foundation system controls
- Understanding of conventional air suspension systems and relationship with brake system & operation
- Understanding of Regulatory requirements for systems covered

2) Anti-lock Brake System (ABS) & Electronic Braking System (EBS) including stability control

The following main topics need to be covered:

- Basic functions of device control and physical principles
- Statutory provisions relating to braking systems
- Introduction to ABS and ASR
- Introduction to EBS systems
- Introduction to Stability Control
- Introduction to AEBS systems

3) Current and future regenerative braking system technology and diagnostics

4) New and future technology including braking systems and controls; electric and hybrid vehicle braking systems

Additional content for PCE's

PCEs will need to undertake the basic VE course as outlined in points 1-4 (above in section 6) if it has been five years since they previously were trained.

PCEs will also need additional training to include dealing with vehicles involved in road traffic collisions and methods of data retrieval, preservation of data for evidence, storage of data and deletion when required.

The following topics need to be covered in detail allowing examiners to understand, diagnose and provide detailed reports:

- Understanding of old & new systems, controls, functions and fault diagnostics
- Advanced understanding of ABS and ASR
- Advanced understanding of EBS systems
- Advanced understanding of Stability Control
- Advanced understanding of AEBS systems
- Use of on-board diagnostic tools and software procedures

Assessment of learning

The supplier must provide written and practical assessments for each delegate covering the above topics / subjects during the course. There is no requirement for delegates to pass or fail the assessments. On the completion of each course, the supplier will be required to provide DVSA's training team with detail on how the delegate has interacted and answered questions during the course. This assessment of learning should be completed within 10 working days following the course delivery. The main purpose is to identify any development areas for delegates.

Booking Procedure

The supplier will be expected to deliver the course to 12 delegates for VE's and 8 delegates for PCE's

All courses will need to be provided in a set period to fit in with their overall DVSA training programme. DVSA will give as much notice as possible but will not be less than 8 weeks.

DVSA's training team will provide the supplier with the availability of delegates.

Delivery Conditions

The training should be available from early 2022.

The training will be delivered face-to-face at the supplier's premises. The supplier will need to ensure safety procedures are in place as per government guidelines in relation to COVID-19. Delegates will be notified on the joining instructions by DVSA's training team with information provided by the supplier on course location and content. Delegates will

provide their own PPE materials to comply with COVID restrictions, but it is expected that the supplier will have sufficient reserves as a contingency.

If the training requires DVSA staff to travel and stay away in hotels, the cost of travel and accommodation will be covered by DVSA.

All courses will need to be practical to allow candidates to engage with the components and diagnostics involved in the various systems. The supplier must provide all resources such as but not limited to, circuit boards, components, and diagnostic equipment, to deliver the training. The supplier must also provide all course materials to deliver the training. Resources and course materials should be included in the overall price provided.

The duration of the course will be proposed by the supplier and must be a closed course with only DVSA staff attending.

The supplier will be required to provide DVSA's training team with the delegate attendance figures and names and the date attended, within five (5) working days of the completion of each course.

Cancellation

If the supplier cancels an agreed course for any reason, they shall meet all claims for costs incurred by DVSA or its delegates in the cancelling and rebooking of an alternative course.

DVSA may cancel agreed course dates with the supplier up to and including seven working days prior to that date without incurring costs. Any costs incurred by the supplier due to a cancellation by DVSA within seven working days of course commencement will be paid in full by DVSA.

DVSA would reserve the right to substitute delegates at short notice if the needs of our business change.

7. Skills and Apprenticeships

The DVSA must have consideration of economic, social and environmental value (social value) in accordance with the Public Services (Social Value) Act 2012. Some of the specific areas of focus for DVSA are:

- Supporting communities
- Minimising the impact on the Environment including Carbon Reduction
- Supporting the economy
- Supporting employment opportunities and skills development
- Supporting, employment, re-training, return to work

The COVID-19 pandemic has exacerbated existing economic and social challenges and created many new ones. Social value provides additional benefits which can aid the recovery of local communities and economies, especially through employment, re-

training and return to work opportunities, community support, developing new ways of working and supporting the health of those affected by the virus. Government will monitor delivery of a number of related outputs to assess the effect of these commercial interventions.

The Supplier is actively encouraged to consider these as part of their contract delivery, and where possible to demonstrate better value for money to the community, increase opportunities for disadvantaged people and improve the local environment. This contract opportunity particularly has potential to support social value in terms of ensuring equal opportunity for the population via employment opportunities and skills development. The DVSA welcomes any supplier innovation that enables this.

This will form part of the evaluation and will be a regular part of contract management meetings and reported on as part of key performance monitoring.

8. Quality Assurance Requirements

The supplier will need to demonstrate that they are approved training providers for this service by demonstrating relevant experience.

The supplier will be required to have quality assurance processes in place as part of their delivery of the Services.

DVSA will have the option to access the course material to quality assess before Service Commencement. DVSA will also have the option to conduct random quality assurance checks on the delivery of the training.

All training content needs to be fully up to date in line with industry standards

9. Service Conditions and Environmental Factors

Please see 'Delivery Conditions' under section 6 of this document.

10. Management and Contract Administration

Account Management

The supplier shall within five (5) days of signing the intended contract send to DVSA's Contract Manager, the name and contact details (including email address and telephone number) of the Account Manager responsible for managing the intended contract and arrange a contract implementation meeting.

The supplier and DVSA will set in place quarterly contract review meetings to review key performance indicators, monitor payment and invoices, discuss course content, and feedback, and look at ideas for improvement. During the contract implementation meeting both parties will agree dates for the quarterly contract review meetings and define the format data should be provided in. No reimbursement of costs will be provided if travel is required for these meetings.

Payment and Invoicing

Unless we specify otherwise, payment will be made by BACS no later than 30 (thirty) days of receipt of a valid invoice. We will aim to pay you within 10 (ten) days. All payments will be made in arrears after works have been approved and signed off by the DVSA contract owner.

A Purchase Order (PO) number for this requirement will be provided to the supplier. The supplier must quote the PO number on all invoices, and these must be submitted directly to:

SSa.invoice@sharedservicesarvato.co.uk

Invoices received without the correct PO number will be returned and will delay receipt of payment. Invoices should be copied to the DVSA contract owner and the supplier should include any information required to ensure efficient and effective receipting/invoice matching. For example, provision of timesheets or an annotated progress report.

Further information on invoicing and payment procedures are contained within the Instructions to Tenderers document.

Sub-contracting to Small and Medium Enterprises (SMEs)

DfT is committed to removing barriers to SME participation in its contracts, and would like to also actively encourage its larger suppliers to make their sub-contacts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see our [website](#) for further information).

To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

If you tell us you are likely to sub-contract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice on our website.

11. Security

The supplier will ensure that all data processed in relation to the contract is held securely.

12. Data Protection

The supplier will be required to comply with all applicable requirements of the Data Protection Legislation (including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680), and all applicable Law about the processing of personal data and privacy).

Delivery of this contract will require the supplier to process Personal Data (as defined in the GDPR) on the DfT's behalf. The DfT will be the Data Controller and the supplier will act as the Data Processor. The supplier will process Personal Data only on the DfT's documented instructions, as set out in Annex 2 (Schedule of Processing, Personal Data & Data Subjects) of this Specification.

13. Training / Skills / Knowledge Transfer

Knowledge transfer is inherent in the requirement to enable DVSA staff to have an understanding of air brake systems.

14. Documentation

The supplier shall provide any documentation required as part of the delivery of the Services in section 6 of this document.

The Supplier shall also provide any other documentation (including report findings, recommendations and meeting minutes) required in the performance of the intended contract in a format agreed by DVSA's Contract Manager.

15. Arrangement for End of Contract

The supplier shall within 3 months after the Contract Commencement Date deliver to DVSA an Exit Plan for agreement by the Authority which sets out the suppliers proposed methodology for achieving an orderly transition of the Services from the supplier to DVSA and/or its replacement supplier on the expiry or termination of this Contract.

The supplier shall fully cooperate with DVSA to ensure a fair and transparent re-tendering process for this contract. This may require the supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

16. Evaluation Criteria

Proposals will be evaluated against the Evaluation Criteria detailed below that will determine the most economically advantageous tender.

Tenders will be evaluated using the following weightings to obtain the optimal balance of quality and cost.

Evaluation criteria	Score
Selection Questionnaire	Pass/Fail
Quality Factors	60%
Price Factors	40%

The following weightings and sub-criteria will be utilised in the Evaluation to ascertain the best value for money proposition.

The Quality Factors Score and the Pricing Factors Score for compliant tenders will be combined to identify the bidder who has the highest Final score and thus who has submitted the most economically advantageous tender.

Primary Evaluation Criteria	Primary Evaluation Criteria Weighting (%)	Evaluation Sub-criteria	Evaluation Sub-criteria Weighting (%)	Quality Factor Question	Quality Factor Question Weighting (%)
Selection Questionnaire (SQ)	Pass/Fail	SQ Question Set	Pass/Fail	N/a	N/a
Quality 60%	100% (This will be converted into the maximum 60% quality score weighting)	Technical solution proposed and competence	58%	Approach to meet requirements	18%
				Course content and logistics	15%
				Course materials	5%
				Assumptions, caveats, and risks	10%
				Quality assurance, governance and processes	10%
		Implementation and delivery	20%	Implementation & mobilisation	10%
				Delivery plan	10%
		Resources and capabilities	5%	Key personnel	5%
		Social Value	17%	Supporting employment opportunities and skills development	17%
Price	40%	Pricing Schedule	40%	N/A	N/A

Selection Questionnaire:

The response to the Selection Questionnaire will be assessed against the criteria specified in the online Selection Questionnaire.

Quality Factors:

The Quality Factors will be assessed against the criteria specified in Annex 1.

Potential Providers must provide a response to each Quality Factor question.

Quality Factors Scoring Methodology

The following marks 1 to 5 will be allocated to each Quality Factor in accordance with the following scoring definitions:

Mark	Percentage weighting	Description	Scoring Guide
5	100%	Excellent Confidence	Comprehensive evidence provided that supports that the Bidder meets all of the requirement, leading to the conclusion of a total level of confidence that the Bidder can meet the requirement.
4	75%	Good Confidence	Evidence provided that supports that the Bidder meets most of the requirement leading to the conclusion of a high level of confidence that the Bidder can meet the requirement.
3	50%	Reasonable Confidence	Evidence provided that supports that the Bidder meets some of the requirement leading to the conclusion of a mid-level of confidence that the Bidder can meet the requirement.
2	25%	Minimal Confidence	Some evidence provided that supports that the Bidder meets few of the requirements leading to the conclusion of a low level of confidence that the Bidder can meet the requirement
1	0%	No Confidence	Limited or No evidence provided that the Bidder meets the requirement. No confidence that the Bidder can meet the requirement.

Please note: Suppliers failing to get a mandatory mark of either 3, 4 or 5 for each question of their bid will not proceed any further in the competition and their tender will be deemed non-compliant.

Each mark will then be converted into a corresponding percentage score of the total marks available for the question (e.g. a score of 4 out of 5 is 75%).

The percentage score for each question will then be multiplied by the weighting of that question as detailed in Annex 1 to calculate the weighted score for that question.

The total Quality Factors Score for each tender is the sum of the weighted scores.

The weighted score for each question will be added together and the following calculation will be undertaken to determine the total Quality Factors Score based on the overall 60% weighting for Quality:

Total Quality Factors Score = (sum of weighted scores ÷ 100) x 60

A summary of each Quality Factor question along with; the associated minimum acceptable mark and percentage score; the maximum available mark and percentage score and; the weighting are outlined below:

Quality Factor Question	Minimum Acceptable Mark	Minimum Acceptable Percentage Score	Maximum Available Mark	Maximum Available Percentage Score	Weighting %
Approach to meet requirements	3	50%	5	100%	18%
Course content and logistics	3	50%	5	100%	15%
Course materials	3	50%	5	100%	5%
Assumptions, caveats, and risks	3	50%	5	100%	10%
Quality assurance, governance and processes	3	50%	5	100%	10%
Implementation & mobilisation	3	50%	5	100%	10%
Delivery plan	3	50%	5	100%	10%
Key personnel	3	50%	5	100%	5%
Supporting employment opportunities and skills development	3	50%	5	100%	17%

The evaluation of each Quality Factor Question will be conducted, and consensus checked in accordance with the following Consensus Marking Procedure.

The Consensus Marking Procedure is a two-step process, comprising of:

Step 1 - Independent evaluation

Step 2 - Group consensus marking

During independent evaluation (step 1), each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by potential providers in their tender. Each evaluator will then allocate a mark for the answer in accordance with the marking scheme applicable to that question.

The Authority will review the marks allocated by the individual evaluators before facilitating a group consensus marking meeting.

During the group consensus marking meeting (step 2), evaluators will discuss their independent marks until they reach a consensus regarding the marks that should be attributed to each Potential Providers' answer to the questions.

The consensus scores for each Quality Factor Question will then be added together and the following calculation will be undertaken to determine the Total Quality Factors Score based on the overall 60% weighting for Quality:

Total Quality Factors Score = (sum of weighted scores ÷ 100) x 60

Price Factors:

The Pricing Schedule excel document is where you will detail your tendered rates for the services. If awarded the contract, the rates provided, in the yellow cells of the Pricing Template excel document, will form a schedule of rates in the contract. This will be the schedule of rates applicable for the duration of the contract.

Price Factors Scoring Methodology:

The Inverse Proportion Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

1. The Potential Provider with the lowest price shall be awarded the maximum Price Factor Weighted Score (40%).
2. Each tendered Price Factor shall then be compared to the lowest tendered Price Factor.
3. For each Price Factor, the following calculation is used:

$$\text{Bidder's Price Factor Weighted Score} = (\text{Lowest Bidders Tendered Price Factor} \div \text{Bidder's Tendered Price Factor}) \times \text{Price Factor Weighting Percentage}$$

All calculations will be rounded to 2 decimal places.

17. Points of Contact

All queries/ questions should be sent to via the Jaggaer eSourcing Portal

Annex 1 – Evaluation Criteria: Quality Factors

Sub-criteria Weighting	Primary Criteria Weighting (%)	Quality Factor Question	Required Characteristics	Evidence Requirement	Individual Sub Criteria Weighting (%)
Technical solution proposed and competence	58%	Approach to meet requirements	<p>The proposed approach for delivering Air Brake training course including but not limited to:</p> <ul style="list-style-type: none"> Methodology for delivery of the training courses to meet the requirements set out in section 6 - Specifying services. This should include how the content will be tailored for new entrants, existing VEs and PCEs Provide an overview of the assessment of learning 	A Method Statement that addresses the Authority's required characteristics Max 2 sides of A4 (minimum font size Arial 10)	18%
		Course content and logistics	Supplier to provide an outline course plan detailing the course content for new entrants, existing VE's and PCEs. This should also include the location and duration of the training, e.g., number of days, start /finish times, and breaks.	An outline session plan Max 3 side of A4 (minimum font size Arial 10)	15%
		Course materials	Relevant training materials which may include but not limited to screenshots, handouts, or technical data sheets	Examples of relevant training materials Max 4 sides of A4	5%
		Assumptions, caveats, and risks	<p>The proposed methodology relating to the delivery of the services, to include:</p> <ul style="list-style-type: none"> any assumptions, caveats and/or risks and mitigations related to the 	A Statement that addresses the Authority's	10%

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			<p>delivery of the services detailed in the specification</p> <ul style="list-style-type: none"> • how flexibility will be maintained in the delivery model 	<p>required characteristics Max 2 sides of A4 (minimum font size Arial 10)</p>	
		Quality Assurance Governance and Processes	<p>The proposed methodology of your quality assurance methods for delivering the training, to include:</p> <ul style="list-style-type: none"> • detail of quality assurance governance and processes • how the governance and processes enable quality assurance to be a visible and an integral part of service delivery • evidence of relevant experience as an approved training provider 	<p>A Method Statement that addresses the Authority's required characteristics Max 2 sides of A4 (minimum font size Arial 10)</p>	10%
Implementation and delivery	20%	Implementation & mobilisation	<p>The proposed methodology for implementation and mobilisation of delivery of the services, to include:</p> <ul style="list-style-type: none"> • the feasibility of implementation • any areas of implementation and mobilisation from previous experience which would be classed as critical points • ways in which any risk of delay/error can be minimised to enable a smooth transition 	<p>A Method Statement that addresses the Authority's required characteristics Max 2 sides of A4 (minimum font size Arial 10)</p>	10%

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		Delivery plan	<p>The ability to deliver the training for new VE's, existing and PCE's over the required timelines to include:</p> <ul style="list-style-type: none"> • An outline delivery plan for year 1 detailing as a minimum: <ul style="list-style-type: none"> - Mobilisation - Delivery phase - Key tasks and dates - Resources 	An Outline delivery plan in Excel format	10%
Resources and capabilities	5%	Key personnel	<p>Supplier to evidence the necessary skills, expertise, qualifications, and capacity of the proposed team required to deliver Air Brake training.</p> <p>This should include examples of previous training experience for the key personnel who will be delivering this training.</p>	<p>Short CV's of team members/key personnel who will be providing the training</p> <p>Max 1 side of A4 per CV Maximum <u>overall</u> page count for CV's 6 sides of A4 (minimum font size Arial 10)</p>	5%

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Social Value	17%	Supporting employment opportunities and skills development	How will you support educational attainment relevant to the contract including training schemes that address skills gaps and opportunities for employment?	Describe the commitment your organisation will make Max 2 sides of A4 (minimum font size Arial 10)	17%
Total Weighting (Quality)					100%

Annex 2 – Schedule of Processing, Personal Data & Data Subjects

This Schedule shall be completed by the Controller. The Controller may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:
The DPO for the Department for Transport XXXXXX redacted under FOIA section 40

The Representative of the DPO at DVSA is XXXXXX redacted under FOIA section 40
2. The contact details of the Processor's Data Protection Officer are: [insert contact details].
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E1.1.
Subject matter of the processing	In delivery of the Services, it is expected that the Supplier will require access to personal data controlled by the Authority.
Duration of the processing	As required throughout the Contract Period, [Exact dates to be confirmed at contract award but will be 3 years from contract commencement, plus 1 year extension if extended.]
Nature and purposes of the processing	<p>The nature of the processing is expected to include:</p> <ul style="list-style-type: none"> • Collection - as part of the registration • Recording - details on Processor database • Storage – on Processor's own network • Destroyed <p>The purpose of the processing is for the training of the Controller's staff</p>

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Type of Personal Data being Processed	Type of Personal data is expected to include; Name, phone numbers, and E-mail Address
Categories of Data Subject	Categories of Data Subject are expected to include: Staff (including volunteers, agents, and temporary workers).
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	In accordance with Clause E.1.4(e) the Contractor shall – at the written direction of the Controller – delete or return all Personal Data (and any copies of it) upon Termination, evidencing electronic deletion if necessary.