

# FRAMEWORK CONTRACT FOR THE PRODUCTION AND DELIVERY OF PAPER FOR PASSPORT VISA PAGES

Buyer's Ref. 7/2019  
(hereinafter referred to as the "Contract")

entered into pursuant to provision under Section 1746 (2) et seq. No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code")

and

Section 29(b) Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "PPA")

## CONTRACTING PARTIES

### 1. **Papierfabrik Louisenthal GmbH**

registered office Postfach 1185, 83703 Gmund am Tegernsee, Federal Republic of Germany

represented by: **Andrew Forbes**, Director of Sales  
**Clemens Berger, MSc**, Chairman of the Board of Managing Directors

Registration No: HRB 41 307  
VAT ID-No.: DE 811179811  
Tax ID-No. 139 116 20 000  
Bank details: XXX  
Account No: XXX  
IBAN: XXX  
SWIFT code: XXX

(hereinafter referred to as the 'Seller')

and

### 2. **STÁTNÍ TISKÁRNA CENIN, state enterprise**

registered office Prague 1, Růžová 6, house no. 943, Postcode 110 00  
listed in the Commercial Register maintained by the Municipal Court in Prague,  
Section A LX, Entry 296, File Reference ALX 296

represented by: **Tomáš Hebelka, MSc**, General Director

Registration No. 00001279  
VAT Reg. No. CZ00001279  
Bank details: XXX  
Account No. XXX  
IBAN: XXX  
SWIFT code: XXX

(hereinafter referred to as the "Buyer")

(both parties hereinafter collectively referred to as the "Parties")

**I.**  
**SUBJECT OF THE CONTRACT**

1. The subject of performance hereof is the obligation of the Seller to produce and deliver to the Buyer paper for passport visa pages with security element (hereinafter referred to as the 'Paper') and further transfer to the Buyer the ownership title to the delivered Paper.
2. The subject of performance in accordance with paragraph 1 of this Article shall be manufactured according to the specifications and technical specifications, which contains classified information pursuant to Act No. 412/2005 Coll., on the protection of classified information and security qualification, as amended, level of RESTRICTED and is based and registered by Buyer under no. XXX. Unclassified technical specifications are contained in Annex 1 hereof, which forms an integral part hereof.
3. The Seller hereby agrees to comply with Security Arrangement between the Government of the Czech Republic and the Government of the Federal Republic of Germany concerning the Protection of Classified Information. The Seller hereby agrees to comply with the security regulations of NATO implemented by NSA in harmony with the NATO Guideline on Industrial Security and Addendum no 5 ref. AC/35-D/2003-REV5.
4. The Buyer undertakes to accept from the Seller, based on component written orders, the Paper specified under paragraph 1 hereof, produced to the technical specifications and duly delivered, and further, to pay the purchase price laid down under Art. III hereof, in return for the Paper accepted.

**II.**  
**TERMS AND PLACE OF DELIVERY**

1. The Paper shall be supplied in component supplies, against component orders, as per the supply schedule mutually agreed upon between the Parties under each component order. A specific contract deemed concluded once the Buyer receives an component order confirmation from the Seller. The Buyer sends the component order to the Seller electronically to the e-mail [XXX](#).
2. The Seller shall confirm to the Buyer any placed component order at the latest within 5 (five) working days of the receipt thereof, otherwise the Seller shall be liable to the Buyer for any damage resulting from the failure to confirm such order.
3. The confirmation of the order shall be sent by the Seller to the Buyer electronically to the e-mail address [purchasing@stc.cz](mailto:purchasing@stc.cz).
4. The Paper shall not be delivered later than 12 (twelve) weeks from the date of confirmation of the component order by the Seller, unless the Buyer requires in a particular order a longer period - in which case the Seller undertakes to supply the Paper within the period stipulated by the Buyer.
5. The Seller shall be obligated to supply the Paper to the Buyer's site at STÁTNI TISKÁRNA CENIN, státní podnik, Růžová 6, č. p. 943, 110 00 Praha 1, Czech Republic, subject to CIP INCOTERMS 2010.
6. The Paper shall be deemed delivered on the day of the certificated receipt thereof, i.e. on the day the Buyer or authorized person of the Buyer signs the Delivery Note.

### **III.** **PRICE**

1. The price for the Paper is set as a contractual price negotiated between the Parties.

	Quantity:		Price for 1 000 sheets (2 reams)
	Number of sheets	Weight in kg	CIP Prague (Incoterms © 2010)
a)	100,000 to 199,500	4,464 to 8,906	XXX €
b)	200,000 to 275,000	8,928 to 12,276	XXX €
c)	275,500 to 349,500	12,298 to 15,602	XXX €
d)	350,000 to 599,500	15,624 to 26,762	XXX €
e)	600,000 to 849,500	26,784 to 37,922	XXX €
f)	850,000 to 999,500	37,944 to 44,618	XXX €
g)	1,000,000 and more	44,640 to and more	XXX €

2. The price for the subject hereof is set in EUR, exclusive of VAT, subject to CIP Prague INCOTERMS 2010 (transport and insurance paid) with supply to the place of delivery as per Art. II (5) hereof, including the packaging. The price for the packaging is an integral part of the subject of performance - non-returnable packaging.
3. The prices stipulated under paragraph 1 hereof apply to the ordering of the subject of performance until June 30<sup>th</sup> 2019. The prices may only be modified for the first time on 1<sup>st</sup> July 2019, and thereafter during the term hereof according to the demonstrable fluctuations in the inflation rate in the Seller's country of residence. An inflation rate in the Seller's country of residence exceeding 3 (three) % per annum shall yield an annual price increase by up to 3 (three) %.

### **IV.** **PAYMENT TERMS**

1. The price of the Paper stipulated under Article III hereof shall be paid by a direct payment against the Seller's tax document (invoice). The Seller is obligated to issue and send a tax document (invoice) to the Buyer without undue delay after the delivery of any component supply to the Buyer's site. Annex to the tax document (invoice) is a copy of the confirmed delivery note of the performed partial delivery. The Seller shall send the tax document (invoice) along with all documents to the e-mail address [podatelna@stc.cz](mailto:podatelna@stc.cz) and [purchasing@stc.cz](mailto:purchasing@stc.cz).
2. Any payment for the component supply will be made within 30 days of the date of issue of the tax document (invoice) credited to Seller's account stated in header hereof.
3. The payment term of the tax document (invoice) will be given in the tax document (invoice) in line with the provisions of the present Article hereof. The tax document (invoice) shall be deemed paid after the payment is credited to the Seller's account at the latest by the last day of the payment term given in the tax document (invoice).
4. The tax document (invoice) must in particular include the following information:
- a) identification data of the Seller and the Buyer,
  - b) number of the respective order;
  - c) number of the respective Delivery Note;
  - d) component order number (if stated in the component order),
  - e) material code according to IS in the Buyer's format (if stated in the order),

- f) number of invoiced items and the unit of measure,
- g) unit price,
- h) the amount of any discount the Buyer has become entitled to,
- i) the total price of the Paper less any discount,

and all prerequisites of a proper tax document (invoice) according to the applicable legal regulations and this Contract. The tax document (invoice) shall include a copy of the confirmed delivery note for the performed delivery of the Paper.

- 5. The Buyer may return tax document (invoice) before due date if it contains an incorrect price data, incorrect or incomplete essentials of a tax document. The due date is canceled and a new due period begins to run from the date of receipt of the new or corrected tax document (invoice).
- 6. The Buyer becomes the owner and user of subject of fulfillment as soon as the acceptance of partial deliveries is concluded, i. e. once a handover/takeover certificate (Delivery Note) is signed by the Buyer.
- 7. The Seller agrees that it shall in no way encumber its receivables from the Buyer existing under or in connection with any specific contract with a lien in favour of a third party.
- 8. The Seller shall not assign any receivables from the Buyer existing under or associated with a specific contract.

## **V. PACKAGING**

- 1. The reams (1 reams per 500 sheets) will be stacked in two columns (total of 40 reams) on fixed standard wooden pallets (Euro type), protected on the outside by polyethylene foil and three-layer cardboard, and on the top by a wooden plate and will be firmly tightened by steel or plastic strips.
- 2. Each ream will be protected by a sheet of cardboard inserted on the top and on the underside, and packed into polyethylene foil.
- 3. The Seller must furnish the following documents for each supply of Paper:
  - a) 3 copies of delivery notes,
  - b) 3 copies of international waybills + CMR (Consignment Note – Carriage Document CMR).
- 4. Each delivery note shall contain:
  - a) the precise identification of the Seller and the Buyer, address of registered office, ID;
  - b) the component order number;
  - c) the delivery note number and date of its issue;
  - d) the subject of fulfillment;
  - e) the quantity of delivered reams.
- 5. One copy of the signed delivery note Buyer shall send back to the Seller.

## **VI. TRANSPORT**

- 1. The Seller must ensure safe transport of the Paper from their own plant to the Buyer's

site, at their own expense and risk.

2. The Seller shall satisfy the requirement under the previous paragraph under the present Article by picking a forwarder possessing a valid security clearance, who uses box-type vehicles.
3. The Seller must demonstrably notify the Buyer at least 3 (three) business days before the date of shipment of the Paper from their plant, of the name of the forwarder, type and licence plate of the vehicle including the names of drivers and the anticipated date of arrival at the Buyer's address. In the event of non-compliance with the said estimated time the Seller shall promptly notify the Buyer in order to solve this situation.

The Buyer's contact persons are:

XXX, phone: XXX, e-mail: [XXX](#);  
XXX, phone: XXX, e-mail: [XXX](#)

4. The Paper may be delivered between 6:00 and 14:00 on business days, unless otherwise determined by the Buyer. Outside this period, the Paper may only be delivered with a prior over-the-phone arrangement between the Seller's and the Buyer's authorised person specified in the order.
5. The Seller is not entitled to supply a larger quantity of Paper than required by the Buyer in the relevant component order; in the event of supply of a larger quantity of Paper, the specific contract for this surplus is not concluded unless the Buyer approves additionally the acceptance of the surplus to the e-mail address [XXX](#).
6. The Seller's obligation shall be deemed complied with once the Paper is duly delivered in a timely fashion, i.e. free of any quantity- or quality-related or legal defects, which also applies to the accompanying written delivery documentation in the English language.

## **VII.** **FORCE MAJEURE**

1. The Party that was unable to meet its obligations due to force majeure, is not liable for the resulting damage.
2. Instances of force majeure refer to circumstances that occurred independently of the will of the obliged party and which prevent the party from performing its obligations, unless the obliged party can be reasonably expected to avert or overcome such obstacle or its consequences, and also if the party has foreseen the occurrence of such obstacle at the time when such obligation came into existence.
3. However, the responsibility is not exempted by an obstacle that appeared only at the time when the liable party was in delay with the fulfilment of its obligation or occurred because of its economic situation. The consequences excluding liability are limited only to the duration of the obstacle to which they relate.
4. The Party invoking force majeure must notify the other Party in writing of the obstacle at the latest within five (5) days of its emergence, and of its anticipated duration. Unless the Party invoking force majeure complies with the above obligation, they shall be deemed to have waived their right to apply the obstacle as force majeure.
5. Within eight (8) days of the obstacle starting to apply, the Party invoking force majeure must supply to the other Party credible evidence confirming its existence and

demonstrating the obstacle has seriously prevented them from the complying with their obligation. The Party invoking force majeure must notify the other Party of the said obstacle ceasing to apply within five (5) days of its expiry.

## **VIII.**

### **DEFECT LIABILITY, QUALITY WARRANTY**

1. The Seller shall be responsible for the proper production and supply of the Paper, and specifically for meeting the technical specifications given in the annex 1 to this Contract and Technical Specification Non-Public Part under Ref. XXX, fitness for intended use and for the quantity of Paper specified in the schedule of supplies for each specific component supply under Art. II (1) hereof.
2. The Seller is responsible for ensuring that the Paper is duly delivered in accordance with the present Contract and that it shall be free of any defects for a period of 24 (twenty-four) months from the date of delivery of the Paper to the Buyer and provides the Buyer with warranty for the quality of the Paper for the same period. The Buyer may claim defects in the delivered Paper at any time during the warranty term.
3. A defect means any condition where the quality, quantity or design of the supplied Paper does not comply with the conditions stipulated in the specifications of the required Paper according to this Contract and the technical specifications stipulated in Annex 1 to this Contract and Technical Specification Non-Public Part under Ref. XXX.
4. The claims resulting out of defects in the subject of performance shall be addressed by:
  - a) supplies of any missing quantities of the Paper,
  - b) replacement of any defective quantities of the Paper with Paper free of the noted defects,
  - c) discounts or refunds of the purchase price,
  - d) withdrawal from the specific contract concerned.Selection of the method of addressing the complaint is entirely at the discretion of the Buyer.
5. The Buyer must notify the Seller of any defects identified within 5 (five) business days of the identification, along with a detailed description of the quality- or quality-related defects, to the e-mail address: [XXX](#). Specific defective parts of any component subject of performance do not necessarily have to lead to a complaint against the entire supply.
6. Each complaint must be recognized or rejected within 10 (ten) calendar days of its reception by the Seller. The deadline for settling a claim is 30 (thirty) calendar days from the date of its recognition by the Seller.
7. The Seller shall not be held accountable for any damage to the Paper, which occurs after the Buyer receives the Paper, due to a natural disaster, mechanical damage caused by the Buyer or a third party, due to inappropriate storage, or as a result of using the paper for purposes not customary for the subject of performance concerned.
8. All costs incurred in connection with the defects of the Paper or the application of defect liability claims, in particular the costs of the replacement of any defective Paper, and the costs of delivery of any missing quantity of the Paper, shall be borne by the Seller. In the case of unacknowledged complaints, the Seller shall not be liable to replace the defective Paper and shall not bear the costs of the Buyer connected with the unacknowledged complaint.
9. The Buyer shall not be obliged to pay the outstanding price of any defective Paper to the

Seller until all defects are remedied. Making claim under liability for defects of the Paper shall not affect the Buyer's entitlement to the agreed contractual fine and damages.

10. The Seller's liability for any damage hereunder is limited to 100% of the price for the subject of performance under the component supply to which the defect claims apply.

## **IX.** **PENALTIES**

1. In the event the Seller fails to adhere to the delivery term for any component supply as agreed under Art. II (1) hereof, they shall be obligated to pay to the Buyer a contractual penalty equivalent to 2.5 % of the price of the delayed component supply for each, even if only begun, week of the delay, up to the maximum of 25 % of the price of the delayed component supply of the subject of performance. Payment of the contractual penalty does not exempt the Seller from their duty to meet the obligations adopted hereunder.
2. In the event of non-compliance with the obligations under Article VIII (6) hereof, the Seller shall pay to the Buyer a contractual fine equivalent to 0.5% of the price of the defective delivery for each commenced day of delay in complying with the obligation concerned. The payment of the contractual fine shall not exempt the Seller from its obligations assumed hereunder.
3. If the Buyer is in default of payment of the price for the subject of performance stipulated under Art. IV (2) hereof, the Seller becomes entitled to an interest on late payment equivalent to 2.5 % for each, even if only begun, week of the default, subject to the maximum threshold equivalent to 10 % of the price of any component supply of the subject of performance.
4. In the event of non-compliance with obligations under Article X hereof, by one Party, the other Party is entitled to a contractual fine of CZK 300,000 (in words: three hundred thousand Czech Crowns) for each case of non-compliance these obligations.
5. The Buyer's title to damage compensation, where relevant, shall be unaffected by the foregoing provisions provided the former provides evidence for the amount of the damage.
6. The damage compensation shall be subject to no reductions under court or arbitral awards.
7. The Seller must pay the damage compensation amount within 30 days of receiving the respective Buyer's invoice. In the event they fail to comply with the aforementioned term, the Buyer shall have the right to deduct the owed damage compensation amount from the purchase price to be paid.
8. Any contractual penalties or interests on late payment shall be payable within 30 days of reception, by the obliged Party, of the claim notification or respective invoice from the entitled Party.

## **X.** **CONFIDENTIALITY**

1. The Parties are not entitled to disclose to any third party the non-public information they obtained or shall obtain during mutual cooperation, and the information relating to entering into this Contract and its content. This does not apply if the information is disclosed to the employees of the contracting party for the purpose of implementation

hereof on the need-to-know basis, or to other individuals (information processors) involved in implementation hereof, under the same terms as laid down for the Parties hereto and always within the minimum scope necessary for due fulfilment hereof.)

2. The Parties are liable to assure compliance with the liability pursuant to this Article of all individuals to whom the non-public information is disclosed pursuant to the previous sentence. Violation of the confidentiality commitment by these individuals shall be deemed violation by the Party disclosing the information to them.
3. Confidential information is any information mutually provided in written, oral, visual, electronic, or other format as well as know-how which has actual or potential value and which is not commonly available in the respective business circles, and further information which is designated in writing as confidential (abbreviation "DIS") or which may be assumed to be confidential information due to the nature of the respective matter.
4. The Parties undertake that if they come, during mutual cooperation, into contact with personal/sensitive information within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and of Act no. 101/2000 Coll., on the protection of personal data and amending certain acts, as amended, they will take all precautions to prevent unauthorized or accidental access to these data, their alteration, destruction or their loss, unauthorized transfers, unauthorized processing, as well as other kinds of their abuse.
5. In this regard, the Parties undertake:
  - a) Not to disclose confidential information to any third party;
  - b) Ensure that the confidential information is not disclosed to third parties;
  - c) Secure the data in any form, including their copies, which include confidential information, against third party abuse and loss.
6. The obligation to protect confidential information does not apply to the following cases:
  - a) The respective Party proves that the given information is available to the public without this availability being caused by the same Party;
  - b) If the Party is able to demonstrate that the given information was available to it before the date of disclosure of the information by the other Party and that it did not acquire it in violation of the law;
  - c) If the Party obtains a written approval from the other party to disclose the information further;
  - d) If the law or a binding decision of the respective public authority requires the information to be disclosed;
  - e) An auditor performs audit at one of the contracting parties based on authorization specified in applicable legal regulations.
7. The Party undertakes, upon the request of the other Party, to:
  - a) Return all the non-public information which was handed over to it in a "material form" (especially in writing or electronically) and any other materials containing or implying the non-public information;
  - b) Return or destroy copies, extracts or other entire or partial reproductions or records of non-public information;
  - c) Destroy without undue delay all documents, memoranda, notes and other written materials elaborated on the basis of the non-public information;
  - d) Destroy materials stored in computers, text editors, or other devices containing non-public information pursuant to this Contract.



The Parties also undertake to ensure that the same shall be performed by any other individuals, to which the non-public information is disclosed by either Party.

8. The employee of the liable Party authorised to destroy the documents in the sense of the previous paragraph shall confirm the destruction in request of the other Party in writing.
9. In case that either of the Parties or their employees or other individuals (information processors) become aware in a credible manner or if they have a reasonable suspicion that the confidential information has been disclosed to an unauthorized party, they shall be bound to inform the other Party of such a fact without undue delay.
10. The confidentiality obligation is not time-limited. The obligation to maintain confidentiality of non-public information acquired within the framework of cooperation with the other Contracting Party lasts even after this Contract is terminated or expires. The confidentiality commitment shall pass onto any potential successors of the Parties.

## **XI. GOVERNING LAW**

1. Any issues not regulated under the Contract, or only regulated in part, shall be governed by Czech substantive law, especially the Civil Code, and construed in accordance with the same.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, also known as the Vienna Convention, is excluded hereunder.

## **XII. DISPUTE SETTLEMENT**

1. The Parties undertake to settle any disputes resulting out of or existing in association with the performance hereof amicably in the first place.
2. Any disputes following from this Contract or related to it, including questions of its existence, validity or termination, shall be finally settled by the general courts of justice in the place of the registered seat of the Buyer.

## **XIII. SPECIAL PROVISIONS**

1. The Buyer is the exclusive customer and user of the subject of performance under Art. I hereof. The Seller undertakes not to provide the subject of performance to any third party.
2. The Seller warrants to the Buyer that during the preparation, production or shipment and transport of the subject of performance, the materials used in the production of the material and the completed subject of performance will not be lost or misappropriated or used for other purposes.
3. Failure to adhere to the provisions under paragraphs 1 and 2 under the present Article constitutes a material breach of the present Contract leading to withdrawal from the Contract by the Buyer, which shall not prejudice the latter's title to compensation of any damage, including loss of profit.

4. Both Parties undertake to respect the confidentiality of any information and messages related to the actual cooperation and internal affairs of the two Parties where disclosure of such information could harm the other Party.
5. The Contracting Parties agree that the Technical Specification of the Goods, especially the security elements, meet all the requirements to qualify for trade secret and the Contracting Parties undertake to ensure its appropriate classification.
6. The Seller hereby agrees to comply with Security Arrangement between the Government of the Czech Republic and the Government of the Federal Republic of Germany concerning the Protection of Defence Classified Information Exchanged between the Two Countries The Seller hereby agrees to comply with the security regulations of NATO implemented by NSA in harmony with the NATO Guideline on Industrial Security and Addendum no 4 ref. AC/35-D/2003-REV5.

**XIV.**  
**WITHDRAWAL FROM THE CONTRACT**

1. The Buyer may withdraw from the Contract by serving a written notice of termination if the subject of performance is not supplied within 3 (three) months of the lapse, in vain, of the date of supply. The present provisions shall be without prejudice to Art. IX (1) hereof. Either Party shall be entitled to withdraw from the present Contract if the other Party breaches its provisions in a material way or if the other Party acts in contravention of good manners. This shall be without prejudice to the title to damage compensation of the withdrawing party. The notice of withdrawal shall take effect on the day it is received by the other Party. The Parties shall retain the mutual performances made between them up to the termination of the Contract by withdrawal.
2. Except as stipulated by law or any other provisions hereunder, material breach of the Contract shall apply at all times if
  - a) the Technical Specification of the Paper referred to under Art. I (2) is not complied with;
  - b) The Seller breaches its obligations under Article XIII (4) hereof.

**XV.**  
**TERM OF THE CONTRACT**

1. The present Contract is concluded for a definite period from from the effective date of the Contract till 31. 12. 2022.
2. The contractual relationship established by virtue of the present Contract may be terminated:
  - a) Upon expiration of the time period stipulated under paragraph 1 hereof if unless the Contracting Parties agree to extend it;
  - b) by written agreement between the two Parties;
  - c) by withdrawal from the Contract, subject to the conditions under Art. XIII (3) and Art. XIV hereof.
3. The termination of the present Contract is without prejudice to the provisions hereof regarding contractual fines, damage compensation and such rights and obligations that, by their nature, are meant to survive the termination hereof.

**XVI.**  
**FINAL PROVISIONS**

1. Neither Party shall be entitled to transfer the rights and obligations under the present Contract to any third parties unless they obtain the other party's prior consent.
2. The Contract may only be amended or added to written addenda, marked as such and progressively numbered as agreed between the two Parties. The amendments shall form an integral parts hereof and any other arrangements shall be deemed void.
3. The Seller represents to the Buyer that the subject of performance is not subject to any third-party rights.
4. Subject to the conditions laid down under paragraph 1 hereof, the Contract is also binding upon any legal successors of the Parties.
5. The Contract is executed in two counterparts in English language, both with the validity of an original, of which the Parties shall receive one each.
6. The Parties take note that the Contract shall be disclosed in the Contracts Register in accordance with Act No. 340/2015 Coll., on Special Conditions of Efficiency of some Contracts, Disclosure of such Contracts and the Contracts Register (the Contracts Register Act), as amended. The disclosure shall be ensured by the Buyer.
7. The Contract becomes valid on the date on which it is signed by the authorised representatives of the Parties and comes into force upon publication in the Register of Contracts.
8. The Parties declare they read the Contract and agree with its consent, the Contract is certain and intelligible, and it reflects their true, free and serious will, and has been written up without either Party being exposed to any distress. In witness whereof the Parties affix their signatures below.
9. Appended to the Contract as its integral parts:  
Annex 1 - Technical specifications – public part.

In \_\_\_\_\_ dated

In Prague dated \_\_\_\_\_

On behalf of the Seller:

On behalf of the Buyer:

\_\_\_\_\_  
Papierfabrik Louisenthal GmbH

\_\_\_\_\_  
STÁTNI TISKÁRNA CENIN, státní podnik

Andrew Forbes  
Director of Sales

Tomáš Hebelka, MSc  
General Director

\_\_\_\_\_  
Papierfabrik Louisenthal GmbH

Clemens Berger  
Chairman of the Board of Managing Directors