



GENERAL TERMS AND CONDITIONS OF CONTRACT

20/09/2013

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Article1. Contractor's Duties

The work, which is taken to include the completion of any engineering work, the provision of any service or the delivery of any supply, will be executed by the work team designated by Contractor, whose personnel must maintain strict confidentiality and impartiality with regard to their jobs, carrying out all the work with the tools and materials he provides, which include, by way of example but not limited thereto, telephones, vehicles, computer material and/or any other type of machinery that may be necessary. Furthermore, Contractor will assume all the travel expenses for the execution of the work or service under contract.

Contractor may collaborate with the individuals and bodies corporate he considers appropriate for carrying out the work that is commissioned; however, express authorisation from **ineco** will be an essential requirement. Accordingly, Contractor will respond jointly and severally for the obligations arising from the execution of the work that is commissioned, together with the labour and social security obligations with the workers.

If it is necessary to substitute the personnel provided by Contractor, Contractor will immediately notify the Project Technical Manager at **ineco**, as defined in the following article, and will propose a substitute with the same or greater experience in the execution of the work provided in the Technical Terms and Conditions and qualifications than the person that is substituted. Ineco may reject the proposed substitute if the Project Technical Manager considers that said person does not meet requirements.

All the personnel taking part in any work, the provision of any service or the delivery of any supply will continue to maintain its labour relations exclusively with its original organisation, where it may not be understood under any circumstances or in any case that they maintain any kind of labour relationship with or dependency on **ineco**.

Contractor will provide all the human and material resources that are necessary for carrying out the work or services in accordance with all legal requirements. In particular, the technicians carrying out health and safety coordination activities will have the qualifications required for said services as provided in Royal Decree 1627/1997 and other applicable legislation. In this type of contract, the parties' rights and duties will be subject to the official appointment and approval of the Health and Safety Coordinator by the works developer.

Article2. Organisational Structure

In order to achieve the required targets, the following organisational structure is established:

a) Project Technical Manager:

The Project Technical Manager will lay down the directives required for the provision of the work by Contractor and will supervise their execution so that the work is in the better interest of and meets the objectives pursued by **ineco**, especially in reference to the following:

- The specifications, terms and conditions for the execution of the various activities included in the technical and administrative conditions.
- The directives required for fulfilling the purposes of the award and, more specifically, for the execution of each work.
- The allocation of human and material resources required for the completion of all the work or services.

Ineco will notify Contractor of the individual appointed as the Project Technical Manager.

Under no circumstances will **ineco**'s supervision of the correct execution of the work release Contractor from the responsibilities associated with said correct execution.

b) Ineco's Administrative Manager:

The manager of ineco's Department of Administration will be the person responsible for processing invoices and payments, without prejudice to his assuming other administrative functions that may be necessary for the correct execution of the work.

His contact details are as follows:

Departamento de Administración (Ineco)

Paseo de la Habana, 138

28036 Madrid

Tel. 91 452 12 00

- c) E-mail: administración@ineco.es
Contractor's Coordinator
The Coordinator will be the individual expressly appointed by Contractor and accepted by Ineco and he will be the only valid contact person.
The Coordinator will proceed before ineco as the person authorised by the contractor company on a technical scale and with regard to labour issues, where he must coordinate the fulfilment of the contractual purpose and the required technical quality with ineco's Project Technical Manager and Administrative Manager.
Accordingly, Contractor's coordinator must have sufficient power for the following, among other issues:
- To represent Contractor.
 - To organise the execution of the work and interpret and implement the orders received from the Project Technical Manager.
 - To collaborate with the Project Technical Manager to solve any problems that may arise during the execution of the work.
- Prior to the commencement of the work or service, Contractor must notify **ineco** of the individual appointed as Coordinator.
During the execution of the work, Contractor may not substitute the Coordinator without **ineco's** express and irrefutable authorisation.
Furthermore, **ineco** may send a written request to Contractor, together with a list of the reasons, for the substitution of the Coordinator, where Contractor will undertake to carry out said substitution in a term of no more than seven (7) calendar days following receipt of said written request.

Article3. Intellectual property. Pre-existing knowledge and know-how. Ownership of the work

All the work and information generated during the performance of the contract and all the industrial and intellectual property rights associated therewith will be the property of ineco, with no territorial restriction whatsoever and for the maximum term provided in law. Ineco will be the owner of the rights with the restrictions provided in the Rewritten Text of the Spanish Intellectual Property Act, approved by Legislative Royal Decree 1/1996, dated 12 April, and the Spanish Invention Patents and Utility Models Act (Law 11/1986), dated 20 March, together with the corresponding consolidating and complementary laws.

Contractor will be responsible for whatsoever claim related to intellectual, industrial and commercial property regarding the work under contract, whereby should whatsoever claim be brought against ineco as a result of a violation of the laws referred to in the foregoing paragraph, it will assume ineco's in- or out-of-court expenses for its defence as a result. If, as a result of the aforementioned claim, ineco were to be deprived of its property or the use or utilisation thereof, it may require from Contractor, even after the reception of the service or consultancy and assistance, the full replacement, at Contractor's cost, of the materials, computer programs, procedures and equipment affected by the claim with others of the same specifications and quality, as defined by ineco in the term set in accordance with the principle of prudence so that the service or consultancy and assistance under contract is guaranteed.

By virtue of the contract with ineco, the members of the Contractor's team that have taken part in the work will undertake not to disclose information related therewith during the term of the contract and for one year thereafter.

In the case of software products, Contractor will expressly declare under his own responsibility that he holds the corresponding property rights or the legal rights for commercialising said products and he must submit documents showing said circumstance if required to do so by ineco.

In the case of the award of operating licences, when the intellectual property rights are transferred by contract to ineco, especially those that refer to computer programs, including the preparatory documentation, technical documentation, manuals of use and successive versions, except when specified otherwise in the text of the contract, they will be understood as transferred indefinitely and with international cover.

Furthermore, in the case of the tailor-made development of computer products, Contractor hereby guarantees to ineco the exclusiveness of their customisation, where there commercialisation to third parties is prohibited without prior authorisation from ineco.

The concept of pre-existing knowledge and know-how refers to information other than the "results" that is held by each party prior to the signing of the contract with Ineco or which has been acquired in parallel thereto and is necessary for the performance thereof, together with the copyright or rights over said information resulting from the application for or award of patents and whatsoever other industrial or intellectual property right.

The industrial and intellectual property rights, work methods and know-how belonging to either party before the commencement of the collaboration and those which, although they are the property of third parties, have been transferred to one of the parties, will remain the property of the corresponding owner and may not be used by the other party beyond the scope of the collaboration and under the terms and conditions provided in the contract.

The execution of the work under contract does not award Contractor more rights or impose more duties than those expressly provided in this document and in the attached Particular Terms and Conditions, where applicable. Therefore, under no circumstances will it be understood that any kind of right arising from or possibly arising from the intellectual property or whatsoever other rights related to the ownership of the work has been awarded to Contractor.

Article4. Documents

Contractor will deliver all the definitive documents that are created in the format specified by **ineco**, regardless of the native format of each document. During the creation of said documents for archive and consultation purposes, consideration will be given to the instructions issued by **ineco** at all times.

The original copies of all the documents, together with the corresponding computer medium, will be delivered to the Project Technical Manager, where Contractor may not use said items or reproductions or copies thereof without express written authorisation from **ineco**.

Article5. Use of the information

All the information provided by ineco, including information that is not confidential, must be processed in accordance with Spanish Organic Law 13/1999 on the Protection of Data and the corresponding consolidating regulations, taking as a reference for said information, by way of example but not limited thereto, that which can be revealed verbally, in writing or on whatsoever medium, exchanged as a result of the work commissioned to Contractor.

Furthermore, whatsoever analysis, compilation, study, summary, extract or document developed by either of the Parties or jointly by both of them based on the aforementioned information.

Contractor hereby undertakes to the following:

- a) To use the information exclusively for the appropriate purpose, i.e. the execution of the work.
- b) Contractor will be liable to **ineco** for whatsoever use given to the information or whatsoever breach of the duties arising from these terms and conditions, including breach attributable to his directors, employees and advisers who have gained access thereto.
- c) Not to reproduce, transform or, in general, use the information for whatsoever purpose other than that for which it has been obtained or provided, where Contractor hereby assumes responsibility in respect of the confidential information for whatsoever other use made by Contractor or by the individuals who have been allowed to access the confidential information.
- d) To limit the number of individuals who will gain access to the aforementioned information as far as possible.
- e) To keep all the information secret and not to disclose said information partially or in full to any individual or body corporate other than the directors, employees and advisers that take an active and direct part in the work that is to be carried out as designated by **ineco**.
- f) Not to make whatsoever disclosure to the media or to publicise in whatsoever way any of the information obtained as a result of the aforementioned work that is to be carried out by Contractor without prior consent in writing from **ineco**.
- g) To compensate **ineco** for whatsoever damages that may arise from the breach of duties provided in these General Terms and Conditions of Contract.

Notwithstanding the foregoing, the aforementioned duties will not apply when the information:

- Was part of the public domain when it was disclosed or is later published or becomes part of the public domain in a way other than by breach of the provisions of this document.
- Was in Contractor's possession by legal means prior to it being supplied by **ineco** and is not subject to whatsoever other nondisclosure agreement, as long as said fact is declared to **ineco** before it is disclosed.
- Could be disclosed after **ineco** has served prior written consent using irrefutable means.
- Is notified in compliance with a legal order or the requirements of whatsoever competent judicial or administrative authority. In this case, Contractor hereby undertakes to disclose only the confidential information that has been required of him, previously notifying **ineco** and highlighting in a visible place the fact that it is confidential.

The partial and final results of the work will be considered as confidential. When Contractor wishes to use the partial or final results in part or in full for publication as articles or at conferences, etc., he must require the other party's agreement by sending a written request to the Project Technical Manager.

Whatsoever disclosure of results will include reference to the contract with Ineco at all times.

Breach of the provisions of this section will be sufficient cause for the unilateral rescission of the contractual relations by **ineco**, where Contractor will have no right for whatsoever compensation, without prejudice to other actions **ineco** may have the right to bring.

Article6. Workplace

The work that is to be executed by Contractor will be carried out with due respect and care for the facilities, where Contractor will be directly responsible for whatsoever damages caused by his personnel by breach of this clause.

Should the work be executed or give rise to access by personnel and/or vehicles to areas classified as restricted, Contractor hereby undertakes to fully comply with the obligations that are imposed on the users thereof in the regulations corresponding to where the activity is to be carried out. Said regulations will be provided during the provision of the work or service under contract. All without prejudice to the penalties that may be applied for breach of the foregoing.

Should the work be executed or give rise to access by personnel and/or vehicles to traffic areas in airport enclosures, Contractor hereby undertakes to fully comply with the obligations that are imposed on the users thereof in the platform safety regulations, the additional rules and instructions and whatsoever other local regulations that have been put in place by the Airport Management, corresponding to where the activity is to be carried out. Said regulations will be provided during the provision of the work or service under contract. All without prejudice to the penalties that may be applied for breach of the foregoing.

Should Contractor be required to provide services at Ineco's facilities or offices and need to use the latter's property owing to the fact that it is necessary for the correct execution of the work, Contractor must proceed in a way that guarantees that it will be used appropriately and professionally in accordance with the company's good uses and customs and exclusively for providing the services for which he has been contracted.

Article7. Occupational hazards

Contractor hereby declares his awareness of the Spanish Occupational Hazards Prevention Act (Law 31/1995) and the particularities thereof by which he is affected. He also declares that he complies with the provisions thereof, especially with regard to the work that may be carried out for ineco. Furthermore, he hereby undertakes to comply with the obligations provided in said Law, together with the obligations provided in all the applicable regulations and legislation on prevention, especially Royal Decree 171/2004 on the coordination of business activities, providing evidence of compliance with the requirements provided therein at all times.

In whatsoever case, Ineco will be unaffected by the working conditions of the personnel that depends directly or indirectly on Contractor, together with all responsibilities that may arise therefrom.

Breach by Contractor of the aforementioned duties may authorise ineco to suspend and also terminate the provision of the services under contract until said breach is corrected and the terms and conditions of the contract are fulfilled. Contractor will maintain ineco exempt from liability for damages caused by the stoppage or termination of the services under contract.

The Coordinator appointed by Contractor will also be the individual responsible for coordinating prevention activities.

Article8. Insurance

Contractor will respond for the injuries and damages that may be caused to individuals and property as a result of whatsoever issue provided in these terms and conditions.

Accordingly, Contractor must take out, throughout the term of the contract, a general and professional civil liability policy for a sufficient amount to cover whatsoever type of risk of injury or damage caused to people and property, including **ineco**, its employees and third parties, for the full amount arising therefrom.

In whatsoever case, by virtue of his liability, Contractor will assume the damages for the amount corresponding to the insurance excesses and the amounts that exceed the compensation limits that are provided and guarantees that are insured.

In addition to the foregoing and in relation to the provisions of Article 6 on movements in areas classified as restricted, should it be necessary to access the facilities thereof that require a specific insurance policy, Contractor hereby undertakes to either be covered by the current insurance contract signed by the Entity that is the owner of the aforementioned area, with regard to civil liability for third-party damages that covers the risk of injury to people, damages to facilities, materials, goods and vehicles in the airport enclosure, the aviation centre or whatsoever other facility, or, alternatively, by providing **ineco** with evidence of the fact that he has his own insurance policy whereby he has sufficient cover for civil liability equivalent to the insurance policy provided in the foregoing paragraph.

Article9. Personal data

If, during the execution of the services the Contractor has access to data that contains information of a personal nature as established by Article 12 of Law 15/1999, of the 13th of December, on the Protection of Personal Data (LOPD) and articles 20, 21, 22 and 26 of Royal Decree 1720/2007, of the 21st of December, by which the Regulation developing the Organic Law (RLOPD) was approved, then the Contractor shall be obliged to:

- Access personal data held by INECO only when it is essential for the correct development of the services for which it has been hired.
- Process the data in accordance with the instructions received from INECO.
- Not allocate or use personal data held by INECO for any reason other than that indicated in these General Conditions of Contract or in any other manner that would conflict with the instructions given by INECO.
- Not disclose, transfer, assign or otherwise communicate personal data held by INECO, whether verbally or in writing, electronically, on paper or accessible by computer, to any third party, unless INECO expressly authorizes this under Article 21 of RLOPD.
- Not allow access of personal data held by INECO to any employee under its supervision who does not have a need to know such data in order to provide the contracted services.
- Adopt the technical and organizational measures necessary to ensure the security of personal data and avoid its alteration, loss, treatment or unauthorized access, in accordance with the provisions of Article 9 LOPD and Title VIII RLOPD.
- Be responsible for the files if it uses the data for a purpose other than the fulfillment of the contract, or if it communicates or uses it in breach of the contract, being personally liable for any breach.
- Ask for specific instructions from INECO regarding the use of the data at the end of the contract, with INECO to choose between its return, referral to another service provider or complete destruction, provided there is no legal provision requiring the preservation of the data in which case it shall not destroy it. The Contractor may keep duly blocked data held by INECO insofar as it derives from its relationship with INECO.

- Pass on to INECO any request it receives for exercise of the right of access, rectification, cancellation or objection made by a person whose data has been used by the Contractor in compliance with these General Conditions of Contract, in accordance with the terms established by the legislation. INECO must be made aware of the application as quickly as possible, and always within 2 working days from the receipt of the request.
- Subject itself to the prior and express authorization of INECO should it subcontract some or all of the services covered by these General Conditions of Contract, formalizing a contract to provide services to the subcontractor pursuant to the provisions of article 12 of LOPD and Articles 20, 21 and 22 of RLOPD.
- Respond to all breaches in data protection they personally incur while keeping INECO free of any liability in the event of any damages arising from said breaches.
- Respect all obligations that arise by virtue of it being responsible for data in accordance with the provisions of LOPD and RLOPD, and any other supplementary provision or regulations that may also apply.
- To draw up and update as required a security protocol that details the required measures with which to treat personal data as per Royal Decree 1720/2007. This document may cover all files and details or may be individualized for each file.

Use of Personal Data outside the location where the file is stored requires prior authorization from INECO with authorisation being included in a Security Document. Such authorization may be set for a user or user profile and may determine its period of validity. Also, in the event that the Contractor collects data for the purpose of the contract, it will always do so on behalf of INECO and will inform those affected in accordance with the provisions of Articles 5 and 6 of the Organic Law on Data Protection.

Duty of mutual information.

The personal data of the representatives of the parties who sign the Contractor's contract with INECO will be included in two files whose purpose is to maintain the contractual relationship of each of the parties. The Contractor will be required to provide this personal data, along with the position each representative holds, their ID numbers, and their signatures.

Furthermore, in accordance with Article 5.4 of LOPD, the parties must ensure compliance with the duty of information regarding any employees whose personal data is shared between the parties for the purposes of maintaining and enforcing the contractual relationship.

In any case, those affected may exercise their rights of access, rectification, cancellation and opposition with the other party through written communication to the office address stated herein, by providing a photocopy of his / her identity card or equivalent document and identifying the rights he / she wishes to enforce.

Liability.

The Contractor agrees to comply with the obligations established in these General Conditions of Contract and the legislation in force, in relation to the treatment of personal data.

In accordance with the provisions of Article 12.4 of LOPD and 20.3 of RLOPD, the Contractor shall be personally liable in the event it uses data for purposes outside the scope it should be used, or if it breaches the terms of these General Conditions of Contract.

The parties shall be fully liable for the infringements they cause, holding the other party harmless from any harm or damage that may arise from such breach.

Article10. Environmental clauses

With regard to the environment, Contractor must observe applicable environmental legislation at all times and he must be aware thereof prior to commencing his contractual relations with **ineco** in respect of every issue by which he may be affected, where he also undertakes to the following:

- He will have the appropriate resources for removing all the waste that may be generated by his work on the facilities that are under **ineco**'s responsibility. This includes inert and hazardous waste, as well as that which may be considered as urban waste if an appreciable quantity thereof is generated.
- If discharges or waste are generated or if land is affected on sites owned or developed by a third party, he must inform **ineco** of said circumstance and assume responsibility for the correct management thereof.
- Contractor hereby undertakes to notify **ineco** sufficiently in advance of whatsoever possible atmospheric emission or generation of smells, noise or vibrations that may be considered unpleasant during his work on the facilities for which **ineco** is responsible.
- Contractor will immediately notify **ineco** of whatsoever incidental situation that may arise during the work so that the latter may take the corresponding action.
- Under no circumstances may the correct execution of his environmental responsibilities by Contractor give rise to costs on **ineco**'s account that are not provided explicitly in the contract.
- Contractor hereby assumes responsibility for all his personnel involved in the contract with **ineco** having the appropriate training and being correctly informed about the work that is to be carried out, including any possible incidental situation. If specific training is necessary, it will be sufficiently documented.
- He will be up-to-date with all environmental authorisations and licences that may be necessary for his work.
- Contractor hereby assumes responsibility for compliance with these clauses by his subcontractors, where applicable.
- **Ineco** may require Contractor at any time after the award to provide a copy of the documents that certify compliance with the clauses as it considers appropriate. Breach of this clause by Contractor will authorise **ineco** to rescind the contract with Contractor.

Article11. Contractor's responsibility. Fraud and corruption

Contractor must guarantee compliance with the undertakings which, where applicable, Ineco refers to or publishes on its corporate website (www.ineco.es), as provided in its Rules on Integrity, Transparency and Commitment.

In fulfilment of his duties, Contractor and his employees must comply with all the laws, rules, regulations and bylaws corresponding to the jurisdiction in which Contractor is to carry out the work, taking as a reference the "OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions".

Contractor hereby acknowledges, guarantees and undertakes not to receive and/or offer, pay and/or promise to pay, directly or indirectly, economic profit or whatsoever other benefit of moral or material value, whether financial or otherwise, that is not considered relevant in accordance with custom in order to obtain benefits in his relations with third parties, regardless of whether or not they are public officials.

Should Contractor commit corruption or should it be suspected that he may have committed corruption, Ineco will terminate the contractual relations and bring legal action against Contractor to recover the amounts paid to Contractor by virtue of the contract. At the same time, Ineco will require Contractor to cooperate with the investigation of the facts.

Contractor will keep his books exact, complete and fully transparent and will provide the corresponding invoices for expenses arising from the services that are provided. Accordingly, Contractor may be audited and reviewed on a regular basis.

Article12. Price and form of payment

The price of the contract notified to Contractor by Ineco will be considered as the maximum amount to be paid for the execution of the work and will only be used up completely in accordance with the requirements established by **ineco** in each case. Said price will include all the costs that are necessary for the provision of the services, including personnel costs, Social Security, overtime, taxes and duties as provided in the regulations in place at the present time or approved during the term of the contract, together with all the expenses associated with the technical and material resources required by Ineco and provided by Contractor. Furthermore, it will be considered that the price includes the payment of taxes, royalties, compensation and indemnification with regard to the development of the work.

The price will not include value-added tax and will not be subject to review under any circumstances.

All the invoices submitted by Contractor must be validated by **ineco**.

ineco will pay Contractor the corresponding amounts in the term of sixty (60) days after the invoice has been validated, due on the 25th day of each month but not in excess of the term of seventy-five (75) days.

Article13. Delays and breach

In the event of unjustified delays and/or breach by Contractor of the development of the work or dissatisfaction with the service that is provided, **ineco**, through the Project Technical Manager, will notify Contractor so that he may correct the faults that have been detected in the term determined by the former.

Should the services provided not be considered satisfactory, **ineco** may terminate this Contract after giving seven calendar days' notice, where Contractor will have no right whatsoever to claim compensation from **ineco** for damages or for whatsoever other concept.

Furthermore and in accordance with the damages caused to Ineco, a penalty of up to 5% of the total amount of the Contract is set for each week's delay in respect of the date scheduled for the completion of the work as a result of causes attributable to Contractor, or up to a limit of 20% of the total amount of the Contract. When said limit has been reached, **ineco** may terminate the contractual relations, where Contractor will respond for the damages caused.

Delays caused by the work corresponding to each of the units for the execution of the work that has been commissioned not being stamped or accepted is considered as a cause attributable to Contractor.

Article14. Termination and rescission of the contract

The following are causes for the termination and rescission of the contractual relations:

- a) Its normal termination either because the contract has reached its expiry date or because the provisions to which both parties have undertaken have been completed and executed or by mutual agreement by and between the parties.
- b) A unilateral decision taken by Ineco.
- c) Breach by Contractor of any of the clauses of the contract, without prejudice to Ineco's right to require Contractor to correct said breach.
- d) The situation where Contractor enters into any of the circumstances provided in article 49 of the Public Sector Procurement Act (Law 30/2007), applies for the declaration of bankruptcy, is declared insolvent in whatsoever proceedings, is declared bankrupt or is subject to court intervention or is disqualified in accordance with the Bankruptcy Act (Law 22/2003, dated 9 July) before the conclusion of the term of disqualification set in the bankruptcy judgement.

The termination of the contract will not exclude whatsoever legal or court redress considered appropriate by either party.

When the termination of the contract is due to its normal termination, as provided in section a) above, Ineco will settle the outstanding amounts and return the guarantees provided by Contractor, as provided in Article 16 of this document, together with whatsoever additional guarantee which, as a result of the work or service that is to be provided, Ineco may have required of Contractor.

In case b), Ineco will pay the amounts owed for the work that has actually been carried out by Contractor up to the date of termination of the contract. Furthermore, the guarantees provided by Contractor will be returned in accordance with the provisions of the foregoing paragraph for the normal termination of the contract.

In the event of termination of the contract due to breach by Contractor, Ineco will not pay any amount whatsoever to Contractor and will also keep the guarantees provided by Contractor, all without prejudice to Ineco bringing the legal actions it considers appropriate for claiming damages caused.

Article15. Governing law and jurisdiction

Both parties will collaborate at all times in accordance with the principles of good faith and effectiveness. Should the application of said principles be insufficient for solving any possible controversies between the parties, they both hereby relinquish their right to whatsoever other jurisdiction and expressly submit to the courts and tribunals of Madrid.

Article16. Guarantee of the work

Contractor hereby guarantees to **ineco** the correct execution of all the work described in the technical terms and conditions and undertakes to fully correct in the shortest possible term whatsoever fault or error that may appear during the duration of said work. In said case, a period will be set by the Project Technical Manager to ensure that the work carried out by Contractor adapts to the requirements and objectives pursued by **ineco**, all without additional costs for **ineco**.

Ineco may require Contractor to provide guarantees that are appropriate for ensuring the fulfilment of his obligations as follows:

- a) Works contracts: bank guarantee or equivalent document acceptable to **ineco**, unconditional and at first call, for 5% of the value of the contract and a withholding of 5% of the invoices. The guarantee will be returned with the final certificate of reception of the work, whereas the 5% withholding will be returned at the end of the term of warranty.
- b) Services or supply contracts: **ineco** will apply a withholding of 5% of the invoices until the final reception of all the work and supplies. Alternatively, an unconditional guarantee at first call may be accepted for 5% of the value of the contract. Consequently, if the final reception of all the work or supplies is prior to the payment, the withholding will not be applied.

Article17. Suppliers registry and documents that are to be delivered

Contractor must be filed with Ineco's Suppliers Registry (www.ineco.es/perfildelcontratante/proveedores) before the commencement of the work.

The documents required for said suppliers registry will be renewed on an annual basis.

Contractor must provide a list of his technical, economic and human resources that are to be used for the work.

If necessary, the documentation required by Article 16, Guarantee of the work, must be provided.

Ineco hereby reserves the right at any time to require Contractor to provide evidence that he has the required minimum Economic, Financial and Professional solvency or Technical capacity, and he must provide whatsoever documentation that may be necessary to show that he meets said minimum requirements.

Furthermore, Contractor must provide and renew the following documentation every six months:

- Official certificate showing that he is up-to-date with his tax obligations.
- Official certificate showing that he is up-to-date with his Social Security obligations.
- Certificate showing the validity and cover of the civil liability insurance policy.

In the event of breach of the foregoing requirements by Contractor, ineco may withhold the invoices that are outstanding, without prejudice to the provisions of Article 14 of this document.

Article18. Status of dependent self-employed worker

Should Contractor have the status of a Dependent Self-Employed Worker, he will expressly inform the General Secretariat of **ineco** of said circumstance in writing and, in accordance with current legislation on this matter, sign the corresponding contract, which must be registered with the appropriate public office.

Article19. Use of testing and measuring equipment

If the use of testing and measuring equipment is necessary, Contractor will be responsible for ensuring that said equipment meets at least the same quality requirements as for **ineco**, which can be summarised as follows:

- The equipment that is to be used for the work must include the corresponding current calibration certificate and must be clearly identified.
- The calibration certificates of the testing and/or measuring equipment that is used must be issued by an entity recognised nationally by ENAC and/or the Ministry of Industry or an entity recognised internationally.
- When the work is handed over, the lists and registers of the equipment used, together with the current calibration certificates of said equipment, must also be handed over.
- Contractor must meet whatsoever other requirement provided in applicable legislation.

Article20. Contractual documents

The following contractual documents, in order of prevalence:

- The Contract.
- The Special Conditions.
- These General Contractual Conditions.
- The proposal of services submitted by the Consultant, insofar as they do not contradict the above.