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CONTRACTING FILE OF THE NEGOTIATED PROCEEDINGS WITH PUBLICITY OF THE SERVICE CONCESSION AGREEMENT FOR DIRECTION AND MANAGEMENT OF THE BIZKAIA INTERNATIONAL ENTREPRENEURIAL CENTRE.

SPECIFIC ADMINISTRATIVE CLAUSE SHEET

NEGOTIATED PROCEEDINGS WITH PUBLICITY

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1. Juridical regime of the contract, resources and competent jurisdiction

1.1. Juridical regime

The contract to which this Sheet refers is classified as a private contract pursuant to the terms foreseen in Article 26 of Act 9/2017, of 8th November, that transposes the Spanish juridical regulations of the European Parliament Directives and of the Council 2014/23/EU and 2014/24/EU, of 26th February 2014 (hereinafter "LCSP").

The contract IS subject to harmonised regulation.

Thus, the contract shall be governed:

1. With regard to the preparation and award, by the rules set forth in Sections 1 and 2 of Chapter I of Title I of Book II of the LCSP, by the terms set forth in Article 317 LCSP; by the terms established in this Particular Administrative Clause Sheet and the specifications of its Heading.

2. With regard to its fulfilment, effects and extinction, by the rules of private law. Moreover, Article 319 states that the terms set forth in Articles 201 on environmental, social or labour matters; 202 on special execution conditions; 203 to 205 on cases of amendment of the contract; 214 to 217 on assignment and subcontracting; and 218 to 228 on technical nationalisation of contracting, shall also apply; as well as the payment conditions established in Articles 198.4 and 210.4. The cause of termination of the contract related to impossibility to execute the service under the terms initially agreed shall apply, when it is not possible to amend the contract pursuant to Articles 204 and 205, as well as the cause for termination recorded in letter i) of Article 211 LCSP.

Not having knowledge of any of the terms of the Sheet, of the documents attached to it, or of the applicable regulations, shall not exempt the party tendering of the obligation to fulfil such.

Due to all the above, this Particular Administrative Clause Sheet, as well as the cover and addenda, the Technical Specification Sheet and the document formalising the contract subsequently arising therefrom, have contractual status. The tender submitted by the company bidding that becomes the awardee shall also have contractual status.

The companies tendering, due to the sole fact of submitting their bids, specifically and unconditionally accept the terms established in this sheet. Any contradiction between that sheet and the other contractual

documents, after the contract has been awarded and formalised, shall always be resolved with preferential application of the terms set forth in the Particular Administrative Clause Sheet (PCAP).

1.2. Appeals and competent jurisdiction

Pursuant to the terms set forth in the LCSP, the County Administrative Tribunal of Contractual Resources of the Historic Territory of Bizkaia shall be competent to resolve claims formulated by the legitimate parties concerned in the relevant cases where a special appeal on matters of compliance with the terms established in Article 44 LCSP is appropriate.

Only a contentious-administrative appeal may be filed against this special appeal resolution pursuant to the terms set forth in Act 29/1998, of 13th July, that regulates the Contentious-Administrative Jurisdiction.

In cases in which it is not appropriate to file a special appeal on contracting matters, the disputes arising in relation to preparation or award of this agreement may be subject to administrative appeal pursuant to the terms set forth in Act 39/2015, of 1st October, on the Common Administrative Procedure for Public Administrations, before the head of the Department for Economic Promotion of the Regional Government of Bizkaia.

Alternatively, as an alternative to the appeal for reversal, a contentious administrative appeal may be filed before the High Court of Justice of the Basque Country within the term of 2 months 2 from the day following that of its publication in the contractor's profile.

Once the contract is formalised, all litigation or disputes arising from the effects, interpretation, fulfilment and extinction of the juridical relation, except for contractual amendments when the motion to challenge these is based on breach of the terms established in Articles 204 and 205 of this Act, when it is understood that the amendment should have been subject to a new award, this shall be definitively settled by the Civil Courts, both parties voluntarily submitting to the jurisdiction of the Courts and Tribunals of Bilbao, specifically renouncing any other jurisdiction to which they may be entitled.

1.3. Language of the specifications and contractual documents

These specifications, as well as the rest of the tender documentation, shall be published in Basque, Spanish and English.

For interpretation of the texts, the authentic versions that must be taken into consideration shall be those drafted in Basque and Spanish.

2. Parties to the contract.

A) Awarding entity.

2.1. Awarding entity, contracting body and contract manager.

Awarding entity: BEAZ, S.A.U. (hereinafter BEAZ), County Public Company, assigned to the Department for Economic Promotion of the Regional Government of Bizkaia.

Pursuant to the terms set forth in Article 3 of Act 9/2017, of 8th November, on Public Sector Contracts, (hereinafter LCSP), it is an awarding power that does not have Public Administration status.

Contracting body: The Board of Directors of BEAZ, pursuant to the terms set forth in Article 22 of its Articles of Association, in relation to Article 10.

Contract Manager: The Contract Manager shall be the person who holds the office of Organisation at BEAZ, whose remit is to supervise its execution, make the decisions and provide the necessary instructions in order to assure correct performance of the service agreed, within the scope of the faculties he is assigned by the contracting body.

2.2. Contractor profile.

The terms set forth in section 1 of the Cover Page of this specification.

B) Concession Holder.

2.3. Capacity to contract

Contracting with BEAZ may only be performed by natural or legal persons, Spanish or foreign, who have full capacity to act and are not subject to any prohibition to contract, and who prove economic and financial, and technical or professional solvency. They must also have the corporate permits or professional qualifications that may be required, as appropriate, to provide the services constituting the object of the contract.

a) Legal persons: may only be the awardees of contracts with services included within the purposes, object or scope of activity inherent to them pursuant to their Articles of Association or founding charter.

b) Community companies, or of the signatory States of the Agreement on the European Economic Area: non-Spanish companies from member States of the European Union or signatory States of the Agreement

on the European Economic Area shall have capacity to contract with BEAZ, in all cases when, pursuant to the laws of the country in which they are established, they are authorised to perform the service concerned. When the laws of the country in which they are established requires a special authorisation or belonging to a specific organisation to be able to provide the service concerned, they must prove they fulfil that requisite.

The capacity to act of non-Spanish companies from member States of the European Community or signatories of the Agreement on the European Economic Area, shall be accredited by inscription on the Registers or submitting the certifications indicated in Addendum I of the General Regulations of the General Public Administrations Contracts Act, according to the different contracts.

c) Non-Community companies: without prejudice to application of the obligations Spain has arising from international agreements, natural or legal persons from States that do not belong to the European Union or to signatory States of the Agreement on the European Economic Area or signatory States of the Agreement on Public Contracting by the World Trade Organisation, must provide a report to justify that, in turn, the country of origin of the foreign country admits Spanish countries to contracting with similar public sector entities to those listed in Article 3 of the LCSP, in a substantially analogous manner. The report must be prepared by the relevant Economic and Commercial Office of Spain abroad and be accompanied by the documentation submitted.

d) Moreover, the non-Community company that is the contract awardee must open a branch in the Historic Territory of Bizkaia, appointing proxies or representatives for its operations, and be registered at the Business Registry.

e) Consortia: temporary consortia formed on a temporary basis for the purpose may contract with BEAZ, without it being necessary for them to formalise these in a public deed until the contract has been awarded to them.

Companies that attend in temporary consortia shall be held jointly liable and must appoint a person to represent them, or a sole proxy for the consortium with sufficient powers to exercise the powers and fulfil the contractual obligations arising therefrom until its extinction, without prejudice to the existence of concurrent powers that they may grant for collection and payment of a significant amount. Fort he purposes of the tender, the companies that wish to take part as a member of a temporary consortium must state the names and particulars of those forming it and the stake held by each one, as well as undertaking a commitment to formally established a consortium if they are awarded the contract.

The term of the consortiums must coincide, at least, with that of the contract until its conclusion.

In cases in which their composition is altered, as well as cases of amendment during the tender, the terms set forth in Article 69, paragraphs 8 and following of the LCSP shall apply.

2.4. Solvency.

1. This shall be proven as established in Paragraph 12 of the cover page of this sheet.
2. In order to prove the necessary solvency to enter into a specific contract, the company may base this on the solvency and means of other companies, independent of the juridical nature of the bonds it has with them, as long as it proves that, during the whole term of performance of the contract, it shall effectively have that solvency and means, and that the firm it has resorted to does not incur a prohibition to contract.

3. Object of the contract, term and duration of transferral of the operational risk

3.1. Object of the contract and division into batches.

Pursuant to the terms stated in Sections 2 and 3 of the cover page of this specification.

3.2. Term of duration and extension.

That stated in Paragraph 4 of the cover page of this specification.

3.3. Transfer of the operating risk

Pursuant to the terms set forth in Articles 14.4 and 15 LCSP, the operating right of the services comprising the concession involves transfer of an operating risk in the operation of such services to the Concession Holder that covers the risk of the suit and supply. The risk of demand is understood as that due to the real demand of the services comprising the object of the contract and the supply risk related to provision of the services the contract concerns, in particular, the risk that provision of the services does not comply with the demand.

The Concession Holder shall be considered to bear an operating risk when it is not guaranteed that, under normal operating conditions, it shall recover the investment made, nor rover the costs it may have incurred as a consequence of operating the services the concession concerns. The part of the risks transferred to the Concession Holder supposes a real exposure to the uncertainties of the market that implies that any possible risk the Concession Holder is estimated to bear is not merely nominal or negligible.

4. Base estimate of the tender, estimated value of the contract and budget assignment.

Those stated in Paragraphs 6, 7 and 8 of the cover page of this specification.

5. Required guarantees.

A) Provisional guarantee.

Not required.

B) Definitive guarantee.

5.5. Requisite and amount.

It being required and its amount is established in Paragraph 11.2 of the cover page of this specification.

5.6. Term for accreditation.

The bidder that has submitted the best bid must accredit it within the term of ten (10) working days from that following the date on which it receives the demand to submit the definitive guarantee.

5.7. Way to provide the guarantee.

By any of the means provided under Article 108 LCSP.

The third-party guarantee regime shall be that established under Article 112 of the LCSP.

5.8. Liabilities to which the guarantee is subject.

The definitive guarantee shall cover the following items:

a) The obligation to formalise the contract in a timely manner, pursuant to the terms set forth in Article 153 of the LCSP.
b) The penalties imposed on the Concession Holder pursuant to this specification.
c) Correct execution of the services described in the contract, including the improvements that, being offered by the Concession Holder, have been accepted by the contracting body, the expenses applied by BEAZ due to delay by the Concession Holder in fulfilling its obligations, and damages and losses BEAZ is caused due to performance of the contract, or due to breach thereof, when not proceeding to its termination.

d) On the seizure that may be decreed in cases of termination of the agreement, pursuant to the terms established in it or the LCSP.
e) The non-existence of flaws or defects arising from execution of the services provided during the guarantee term established in Paragraph 10.2 of this PCAP.

5.9. Repositioning and readjustment regime.

The repositioning and readjustment regime of the definitive guarantee shall be that established in Article 109 of the LCSP.

5.10. Return and cancellation.

The guarantee shall not be returned or cancelled until expiry of the guarantee term established in Section 10.2 of this specification and satisfactory fulfilment of the contract, or until termination hereof is declared without blame for the Concession Holder. The formalities shall comply with the rules established in Article 111 of the LCSP.

In the case of partial reception, the Concession Holder may only apply for reimbursement or cancellation of the proportional part of the guarantee when this has been specifically authorised in the cover page of this specification.

In cases of assignment of contracts, the return or cancellation of the guarantee provided by the assignor shall not be returned until that of the assignee is formally constituted.

Notwithstanding this, the term to cancel the definitive guarantee shall be SIX MONTHS in the event of the amount of the contract being less than 100,000 euros, or when the awardee fulfils the requisites for small or medium sized companies defined as established in Regulation EC no. 800/2008, of the Commission of 6th August 2008, that declares certain categories of aid that are compatible with the common market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union and that are not controlled directly or indirectly by another company that does not fulfil those requisites (Article 111.5 LCSP).

6. Processing the contracting proceedings.

6.1. Processing.

The proceedings shall be processed by the ordinary channel, without there being motives to justify their urgent or emergency processing pursuant to Articles 119 and 120 LCSP.

7. Tendering

7.1. Principles.

7.1.1. Equality, transparency, free competition, publicity and information

1. The contracting body shall provide the bidders and candidates an equal, non-discriminatory treatment and shall adapt its action to the principles of transparency and proportionality.

2. The contracting shall not be conceived with the intention of evading the requisites of publicity or those related to the relevant award procedure, nor artificially restricting competition, or unduly favouring or harming specific companies.

3. The contracting body shall ensure free competition is safeguarded during the whole award proceedings.

7.1.2 Confidentiality

If they consider it necessary, the companies bidding must state the information they consider to have confidential status in their bid, at the moment of submitting it.

The contracting body may not disclose the information provided by the companies that they have defined as confidential at the moment of submitting their offer. The confidential status shall affect, among others, technical or commercial secrets, the confidential aspects of the bids, and any other information with content that may be used to bias competition, either in these tender proceedings, or in other subsequent ones.

The duty of confidentiality of the contracting body as well as its dependent services may not cover the whole content of the bid by the awardee, nor the whole content of the reports and documentation that, if appropriate, are generated directly or indirectly by the contracting body in the course of the tender proceedings. It may only cover documents that have restricted diffusion, and under no circumstance documents that are publicly accessible.

The Concession must respect the confidential status of the information to which it has access on the occasion of performance of the contract that has been assigned said nature in the specifications or the contract, or that due to its inherent nature must be treated as such. That duty shall remain in force for a term of five years from knowledge of that information.

7.2. Award procedure:

Pursuant to the terms set forth in Article 317 LCSP, preparation and award of the contracts subject to harmonised regulation that are arranged by the awarding bodies referred to in this Title shall be governed by the rules established in Sections 1 and 2 of Chapter i of Title I of Book II of the Act.

Award of this contract shall be made by the tender with negotiation procedure, pursuant to the terms set forth in Articles 166 to 171 of the LCSP, as it is a case considered in Article 167, letter c) of that Act: When the amount may not be awarded without prior negotiations due to the specific circumstances related to the nature, complexity or juridical or financial configuration of the service constituting its object, or due to the risks inherent to it.

Negotiation with the participants shall be conducted regarding the economic and/or technical aspects that are determined below in Paragraph 7.6.3 of this PCAP.

The tender with negotiation procedure shall be comprised of the following formalities, that are detailed in the subsequent sections of this PCAP:

- Submitting applications to participate by the companies concerned.
- Opening the applications to participate and candidate selection.
- Inviting the candidates selected to submit their bids.
- Opening the bids submitted and negotiation with the bidders.
- Calling for the first party classified to submit documentation.
- Award.

7.3. Submitting applications to participate

The requisites of term, form and documentation to be submitted to apply to participate in the tender are detailed in Paragraph 15 of the Cover Page.

7.4. Opening the applications to participate and candidate selection

The Awarding Board shall perform the electronic opening of the applications to participate and shall examine the documentation these contain. In application of Article 141.2 of the LCSP, if corrigible defects are observed in the documents submitted, the bidders concerned shall be informed, granting them a term of three calendar days for them to be able to correct such defects.

The applications for correction notified to the bidders shall also be announced in the BEAZ contractor profile and on the Public Tenderer Platform of the Basque Country.

Subsequently, the Awarding Board shall check the corporate identity, capacity and solvency of the applicants pursuant to the terms set forth in these Particular Administrative Clause Specifications, and it shall select all those that fulfil the set solvency requisites, notifying them of the candidate selection and invitation to submit bids.

No maximum limit is set for the number of companies that shall be invited to negotiate.

When the number of candidates who fulfil the selection criteria is less than three, BEAZ may continue the procedure with those who fulfil the conditions established, without being able to invite entrepreneurs who have not applied to participate in it, or candidates who do not fulfil such conditions.

7.5. Submission of bids

The requisites of deadline, terms and documentation to submit bids or offers are detailed in Paragraph 16 of the Cover Page.

7.6. Opening the bids submitted and negotiation with the bidders

Once the term to submit bids has elapsed, pursuant to the terms foreseen in Article 169 of the LCSP, the following actions shall be carried out:

7.6.1. Opening and initial valuation of the bids received

1. The Awarding Board, constituted at a private session, shall carry out the electronic opening of the bids received, commencing by opening the documentation on the award criteria that depend on a value judgement and maintaining the documentation on automatically assessable criteria closed.

If it were to be necessary to correct errors or omissions in such, the Board shall grant a maximum term of six working days to do so, pursuant to the terms set forth in Article 27 of Royal Decree 817/2009, of 8th May, that partially develops Act 30/2007, of 30th October, on Public Sector Contracts.

Valuation of the bids shall be the remit of the Awarding Board, without prejudice to being able to request as many technical reports as it considers appropriate.

Bidders who include any documents or information that directly or indirectly disclose substantial aspects of their financial bid or other automatically assessable criteria in the documentation of

criteria subject to value judgement shall be excluded from the tender proceedings.

Bids that do not comply with the technical conditions set shall not be subject to evaluation, being excluded from the proceedings.

2. Once the report is issued to evaluate the criteria subject to value judgement, the Contracting Board shall first announce the candidates whose bids have been excluded for the reasons stated in the preceding paragraph, or any others established by law, explaining the reasons for their rejection; and, secondly, the weighting assigned to the bids admitted, regarding the criteria subject to value judgement.

The above information shall be published by electronic means on the relevant Platform and the bidders notified, prior to opening the automatically assessable criteria. In order to be able to procedure to open these criteria, it shall suffice to send the individual notifications and to publish the relevant information for the criteria subject to value judgement on the Platform, without it being necessary to wait for effective receipt of the individual notifications by the bidders.

3. It shall then proceed to open the documentation on the automatically assessable criteria. The documentation that electronic envelope contains shall be assessed according to the award criteria stated in the cover page of this specification.

4. After this, and having checked the existence of abnormally low bids pursuant to the terms established in the following section, the Awarding Board shall draw up an initial assessment report analysing the bids received in relation to the award criteria and stating the characteristics and advantages of each of these.

A specific summary list shall be included with the best of the bids submitted in each of the aspects that shall be subject to negotiation.

The report shall not record information provided by the bidders that these have stated to be confidential and, in particular, technical or commercial secrets.

7.6.2. Abnormally low bids

1. Bids that meet the parameters established in paragraph 14 of the Cover Page shall be considered to incur assumption of being an abnormally low bid.

2. After opening documentation on automatically assessable criteria, the Award Board shall analyse the tenders for application of said parameters of abnormally low bids. When the Award Board identifies one

or various bids assumed to be abnormal, it must call the bidder or bidders who have submitted them, granting them a term of five (5) working days to justify and provide a reasoned, detailed breakdown to explain the low level of the price offered, by submitting the relevant information and documents for these purposes.

The request for information that the Award Board shall address to the bidder must be formulated clearly so they are able to provide a full, appropriate justification of the feasibility of the offer.

In any event, the award body shall reject the bids if it notes that they are abnormally low, because they breach the regulations on subcontracting, or do not comply with the applicable obligations regarding the environment, social or labour matters, both national or international, including breach of the sectorial collective bargaining agreements in force, pursuant to the terms set forth in Article 201.

In all cases, the justification shall be understood not to satisfactorily explain the low level of prices or costs proposed by the bidder when it is incomplete or is based on hypotheses or practices that are inadequate from a technical, legal or financial point of view.

In order to appraise the abnormally low nature of such offers, one may consider the relation between the solvency of the company and the bid submitted.

If the Award Board has not received such justifications by the time the term granted has elapsed, it shall consider that the bid cannot be fulfilled and, thus, shall propose that the award body exclude it from the selection proceedings.

3. When bids have been submitted by companies that belong to the same group, in the sense of Article 42.1 of the Code of Commerce, only the one that is lowest shall be taken to apply the regime of identification of bids that attract the assumption of abnormality, this being notwithstanding them being submitted individually or jointly with another company, or companies outside the group, and with which they wish to participate as a consortium.

4. The Award Board shall evaluate all the information and documentation provided by the bidder within the deadline and shall provide a justified explanation to propose acceptance or rejection to the award body. Under no circumstance shall acceptance of a bid be resolved without the proposal by the Award Board in that sense being duly reasoned.

If the award body, considering the justification provided by the bidder and the reports gathered, were to consider the information provided does not satisfactorily explain the low level of the prices or costs proposed by the bidder and that, thus, the bid cannot be fulfilled as a consequence of inclusion of abnormal values, it shall exclude the classification.

If the award body considers the explanations provided to be justified, it shall admit the bid by the bidder presumed to have submitted an abnormally low bid.

5. The award board shall then proceed to assess the financial bids by all the bidders whose bids have been admitted.

6. When a company that has incurred presumption of abnormality is awarded the contract, the award body shall establish adequate mechanisms to carry out detailed monitoring of its execution, in order to guarantee correct execution of the contract without detraction from the quality of the contractual services.

7.6.3. Conducting negotiations with the bidders

The negotiation phase shall have the objective of searching for improvements in the tenders submitted by the bidders admitted, and it shall be conducted as follows:

1. The elements to be negotiated shall be as follows: Reduction of the price to be received, Amendment of the distribution of the annual sums of the price; and Improvement of the fee to be paid, of Paragraph “13.2.6. FINANCIAL IMPROVEMENT” of the Cover Page.

2. The award board shall invite the bidders to negotiate, stating the aspects that shall be subject to negotiation, and informing them of the characteristics and advantages of their bid, as well as the improved bids submitted in each one of the sections subject to negotiation, pursuant to the initial valuation report aforementioned. That notification shall not identify to whom each of the bids corresponds.

The invitations to negotiate shall be issued through the electronic mail address provided by the bidders in their bids.

3. Within the term of three working days, the bidders must answer offering improvements to their initial bid, or maintaining its terms, all in an electronic envelope addressed to the Award Board.

The new bids may refer to all the aspects subject to negotiation, or to just one or any of them, maintaining the initial bid in the others.

The new bids must always be specific as to the improvement offered, and generic offers related to improving the terms of the most advantageous bid that may be submitted by other bidders shall not be admitted.

4. Only one round of negotiation shall be conducted. Once the above bids are received, the Award

Body shall declare conclusion of the negotiation, shall draw up the minutes of the actions carried out and prepare an evaluation report specifying the results obtained.

7.6.4. Request, receipt and evaluation of the definitive bids

Once the negotiation phase has concluded, the Award Board shall inform all the bidders of the results obtained until then, with an updated list summarising the best of the bids submitted in each one of the aspects subject to negotiation, and it shall establish a term of five working days to submit the definitive bids.

Once the definitive bids have been received, the Award Board shall check that these comply with the minimum requisites and all the requisites set forth in the specification, shall assess them pursuant to the award criteria set, shall classify them and submit the award proposal to the Award Body.

The proposal to award the contract shall not create any right whatsoever in favour of the bidder proposed, that shall not acquire such before BEAZ until the contract has been formalised.

7.6.5. Tie-breaking criteria.

Prior. In the event of a draw between two or more bids after applying the award criteria, the specific award criteria shall be applied as a tie-breaker as stated in the following headings.

The documentation proving the tie-breaking criteria shall be produced by the bidders at the time the draw takes place and not prior to it, although the decisive moment to appreciate whether the requisites have arisen shall be conclusion of the term to file the bids.

7.6.5.1. General Criteria.

a) Greater percentage of workers with disabilities on the staff of each one of the companies, and in the case of equality, priority is given to the largest number of permanent employees with disability on the staff.
b) Lower percentage of temporary contracts on the staff of each one of the companies.
c) Greater percentage of women employed on the staff of each one of the companies.
d) By draw, in the event of application of the above criteria not having broken the tie.

7.6.5.2. Documentation to prove the tie-breaking criteria.

The documentation to prove the tie-breaking criteria may be:

a) The percentage of persons with disability on the staff, the lowest percentage of temporary contracts and the largest percentage of women employed on the staff of a company, that must be proven by certification issued for that purpose, or the relevant documentation to prove that circumstance.

b) Insertion company. In the case of insertion companies, that status must be proven by certification issued for that purpose or the relevant documentation.

7.7. Notification to the first party classified

After the actions stated, the contracting services shall notify the first party classified so that, within the term of ten working days, from that following receipt of the notification, it may perform the actions or submit the documents stated below:

7.7.1. Justificatory documentation:

The circumstances regarding capacity, solvency and absence of prohibitions to contract, must be applicable on the deadline to submit bids and subsist at the moment the contract is formalised.

1. Documentation to prove the capacity to act according to the cases detailed below:

a) Natural person: National identity card or equivalent certifiable document held by the person bidding.
b) Legal person: deed or incorporation document, the Articles of Association or founding deed, recording the rules by which its activity is regulated, duly registered, as appropriate, at the relevant Public Registry, according to the type of legal person concerned.
c) Consortia: each of the members shall prove their capacity, status, representation and solvency.
d) Non-Spanish companies from Member States of the European Union: company registration at the relevant registration according to the laws of the Country where established (Addendum 1 of the General Regulations of the Public Administrations Contracts Act), or by submitting an affidavit or certificate according to the applicable EU regulations. Likewise, when the laws of the country where such countries are established requires special authorisation or belonging to a specific organisation to be able to provide the service concerned there, they must prove they fulfil that requisite.
e) Natural or legal persons from non-European Union countries: report by the permanent diplomatic mission of the relevant country in Spain, or of the consular office in the territory where the company registered office is established. The documentation attached shall also state that the country where the company is established has reciprocal contracting arrangements for Spanish companies with the Administration in a substantially analogous manner. In contracts subject to harmonised regulation, the reciprocity report shall not be required for companies from countries that have signed the World Trade Organisation Agreement on Public Contracting.
f) Moreover, non-EU companies must prove they have opened a branch in Bizkaia, appointing proxies or

representatives for their operations, and its inscription at the Business Registry.

2. Documents proving representation. The persons who appear or sign bids on behalf of another shall produce a power of representation.

Likewise, the person with sufficient power for the purposes of representation must attach a copy of their National Identity Card or, as appropriate, equivalent document.

3. Documentation proving economic and financial solvency. According to the terms established in paragraph 12 of the Cover Page of this specification.

- Proof of economic and financial solvency, by producing an affidavit pursuant to the form in Addendum 10 and documentation stated therein.

4. Proof of technical or professional solvency, IECs managed by the bidder: Proof of technical or professional solvency stated pursuant to the form - Addendum 3 of the bid-, and effectively having International Entrepreneurial Centres and staff and/or material resources to perform the contract as stated in the bid, shall be provided by submitting the following documents: certificates issued or approved by the competent body, when the holder of the centre managed is a public sector entity; or when the holder is a private subject, by certificate issued by it or, in the absence of such a certificate, by an affidavit by the bidder accompanied by as many documents, memoranda, reports, web pages or any other means that prove performance of the services of management and direction of International Entrepreneurial Centres; when the Centres are owned by the bidder, the proof shall be provided as a declaration by the bidder itself, accompanied by as many documents, memoranda, reports, web pages or any other means that prove the trends and characteristics of such Centres.

Proof of economic and technical solvency, pursuant to points 3 and 4 of this section, by external resources of other entities (Article 75 LCSP), shall be made by submission of the relevant written provision undertaking document (certificate) issued by the management body of the companies that provides such solvency.

During the term of the contract, the awardee shall maintain the same resources it has provided to prove its solvency. It may only substitute these for unforeseeable reasons, by other resources that prove equivalent solvency, and with the relevant authorisation by BEAZ.

5. Documentation to prove the work team offered in the bid by the bidder: Curriculums and certificates that prove qualification of the team assigned to perform the service concession contract, in the manner offered in the bid by the bidder and assessed in the bid: experience and general knowledge of the work team, as well as specific experience each of its team members have on similar projects, as

appropriate.

6. Certificates and/or reports of being up to date with fulfilment of its tax and Social Security obligations and other compliance. Being up to date with fulfilment of the tax and Social Security obligations imposed by the provisions in force.

In the event of the company bidding being a consortium, certificates and affidavits regarding each company participating in it shall be required.

7. When activities subject to the Economic Activities Tax are performed: Registration, in the current financial year, or last receipt, along with affidavit that it has not deregistered from said Tax (Addendum 9 of the PCAP). In the event of exemption from that tax, the actual form shall declare it has not deregistered from that tax and shall state the case for exemption.

In the event of the company bidding being a consortium, that for each company participating in it shall be provided.

8. Documentation that proves constitution of the definitive guarantee

Pursuant to the forms of Addendum 7.8.8 of the PCAP.

In the case of consortia, they must state the company names and T.I.N. of the companies participating. Likewise, the guarantees may be constituted by one or various of the companies participating, as long as these overall reach the amount required and provide several guarantee by all the members of the consortium.

9. Public deed formalising the Consortium. In the event of the company bidding being a consortium, it must provide the public deed of its formalisation.

10. Addendum on Labour Risk Prevention: Addendum 11 of the PCAP.

7.7.2. Correction of documentation

The bid as awardee may correct lack or incomplete presentation of the documents required prior to awarding the contract. A term of three (3) working days shall be granted. If the requirement regarding the requisite documentation is not duly fulfilled, the bidder shall be understood to have withdrawn its bid, being required to pay the sum of 3 per cent of the base tender estimate, ex-VAT, as a penalty, proceeding to obtain the same documentation from the following bidder, in the order in which the bids have been classified.

The proposal as awardee that does not fulfil the requirement regarding the documentation established within the term stated, due to fraud, culpable or negligible conduct, may be declared prohibited to contract pursuant to the terms set forth in Article 71.2.a) LCSP. On the other hand, it shall incur prohibition to contract, pursuant to the terms set forth in Article 71.1.e) LCSP, if it has committed misrepresentation in the affidavits provided on its capacity, representation and solvency.

7.7.3. Proof by CERTIFICATE from the Register of Bidders

Proof of certain circumstances of those listed above (documentation proving capacity to act, representation, positive certificates by the Ministry of Finance and Social Security, etc.) may be replaced by the CERTIFICATE that issues any of the following records:

a) Register of Bidders of the Historic Territory of Bizkaia;
b) Register of Bidders and Classified Concession Holder Companies of the Autonomous Community of the Basque Country;
c) Official Register of Bidders and State Classified Companies (if appropriate); or
d) By EU classification certificate.

With regard to particulars not recorded in the certificate that is obtained by the relevant Register, the required documentary proof shall be attached.

7.8. Succession to the bidding company in the proceedings

If, during the process of proceedings, and prior to formalisation of the contract, there were to be a merger or split operation, conveyance of corporate assets or a branch of activity, the company absorbing shall succeed the bidding or candidate company in its position in the proceedings, or that arising from the merger, the beneficiary of the split, or that acquiring the corporate assets or relevant branch of activity, as long as it fulfils the conditions of capacity and absence of prohibition to contract and proves its solvency under the conditions required in the cover page of this particular administrative clause specification to be able to participate in the award procedure.

In relation to succession in the case of consortia, the terms established in Article 69.8 of the LCSP shall apply.

8. Award, formalisation and publicity of formalisation of the contract.

8.1.1. Declaring vacancy.

A bid may not be declared vacant when there is a bid or proposal that is admissible according to the criteria recorded in this specification.

8.1.2. Term for award.

The contracting body must award the contract within five working days following receipt of the documentation.

The maximum term to make the award shall be four (4) months from opening the bids.

If the award does not take place within the terms stated, the companies tendering shall be entitled to withdraw their bid.

8.1.3. Notification of the award to companies bidding and their publication in the contractor profile.

The award shall be resolved by the contracting body in a reasoned resolution and the companies bidding shall be notified; this must be published in the contractor profile within the term of 15 days.

The notification shall state the term within which it must proceed to formalise it pursuant to Article 153.3 of the LCSP.

8.1.4. Decision not to award or enter into the contract and desisting from the award proceedings by BEAZ.

With regard to the decision by BEAZ not to award or enter into the contract and to desist from the award proceedings, the terms set forth in Article 152 of the LCSP shall apply.

The decision not to award or enter into the contract may only be made for reasons of public interest that are duly justified in the proceedings.

Desisting from the proceedings must be based on an incorrigible breach of the rules for preparation of the contract or those that regulate the award proceedings, and the cause that has arisen must be justified in the proceedings.

The decision not to award or enter into the contract or to desist from the proceedings may be agreed by the contracting body prior to the formalisation. In these cases, the bidders shall be compensated for the expenses that may be incurred in the manner foreseen in the announcement or in the specification or, failing that, pursuant to the valuation criteria used to calculate the asset-based liability of the Administration, through the common administrative proceedings.

In both cases, compensation of the expenses the tender proceedings have caused the companies bidding shall be set by BEAZ with prior hearing and justification of such. Notwithstanding this, that compensation shall in no case exceed the limit of THREE HUNDRED (300.00) EUROS.

8.2. Formalisation of the contract.

The contract shall be formalised in a private document that exactly complies with the tender conditions. Notwithstanding this, the Concession Holder may apply for the contract to be notarised in a public deed, bearing the relevant expenses.

Term to formalise the contract: As the contract is liable to special appeal on contracting matters pursuant to Article 44 of the LCSP, the formalisation may not be performed before fifteen working days have elapsed from the necessary of award being sent to the companies bidding.

The contracting body shall require the awardee to formalise the contract within a term not exceeding five days from that following the one on which it has received the requirement, after the term foreseen in the preceding paragraph has elapsed, without it having filed an appeal giving rise to suspension of formalisation of the contract. It shall proceed likewise when the competent body to find on the appeal has ended the suspension.

When, for reasons due to the awardee, the contract has not been formalised within the term stated, it shall forfeit the sum of 3 per cent of the base budget of the tender, excluding VAT, as a penalty, that shall be settled first against the definitive guarantee, if this has been constituted, without prejudice to the terms set b) of paragraph 2 of Article 71.

If the causes of it not being formalised are due to BEAZ, the Concession Holder shall be compensated for the damages and losses the delay may cause it.

Execution of the agreement may not commence without it previously being formalised.

8.3. Publicity of formalisation of the contract.

Formalisation of the contracts must be published along with the relevant contract, within a term not exceeding fifteen days after the contract is concluded in the contractor profile of the contracting body.

As the contract is subject to harmonised regulation, the announcement of formalisation must also be published in the Official Journal of the European Union. The announcements of formalisation of the contractor profile shall not be made before they are published in the Official Journal of the European Union, if these are required to be published in that Official Journal.

When appropriate, the contracting body shall send the announcement of formalisation to the Official Journal of the European Union no later than 10 days after formalisation of the contract.

9. Performance of the contract.

9.1. Obligation to fulfil the contract

Performance of the contract shall be carried out at the risk and venture of the Concession Holder. It is also transferred the operating risk of the concession under the terms established in the LCSP and in Paragraph 3.3 of this Specification.

The Concession Holder shall thus bear all the necessary expenses for correct performance of the contract and fulfilment of the obligations considered herein, that may thus not be claimed from BEAZ, as well as any taxes, rates and fees of any kind applicable thereto.

The contract must be fulfilled according to its clauses, the specifications of the particular administrative clauses and the technical specification sheets, without prejudice to the prerogatives established by the laws in favour of the contracting body.

The Concession Holder shall be responsible for the technical quality of the work it performs and for the provisions and services rendered, as well as the consequences arising for BEAZ or to third parties for omissions, errors, inadequate methods or conclusions in performance of the contract.

The Concession Holder undertakes to provide the necessary complementary information and technical assistance, on request by BEAZ, for perfect use of the result of the contract (documents and all kinds of information).

9.2. Prerogatives of BEAZ.

The contracting body, through the contract manager assigned, has the remit of supervising performance of the contract, making the decisions, and handing down the necessary instructions in order to assure correct performance of the service agreed, within the scope of the faculties the contracting body assigns it.

Moreover, the prerogatives of BEAZ are:

a) To interpret the contract, the specification sheets and other contractual documents and to resolve doubts related to their fulfilment.

b) To demand the existence of the necessary resources and organisation to provide the services in each one of their phases.

c) To provide the appropriate orders to achieve the objectives of the contract.

d) To propose the appropriate amendments to introduce for proper provision of the services.

e) To call all relevant meetings for proper provision of the services and their supervision, that the representative of the awardee company shall be bound to attend, accompanied by the qualified managers, technicians, lawyers or specialists from it who have any involvement in providing the service.

f) To unilaterally amend the contracts for duly justified reasons of public interest, pursuant to the terms set forth in this specification and the Law.

g) To decide to re-establish the economic balance of the concession in favour of public interest, in the manner and to the extent foreseen in this specification and the Law.

h) To resolve to terminate the contracts in the cases and under the conditions established in this sheet and the Law.

i) To monitor and control fulfilment of the concession holder's obligations, to which end it may inspect the service, its facilities and premises, as well as the documentation related to the object of the concession.

j) To accept operation of the service in cases in which there is a seizure or intervention of the concession.

k) To impose the relevant penalties on the concession holder due to breaches it may incur.

l) To temporarily impose the conditions for use of the services that are necessary to resolve exceptional situations of general interest, paying the compensation where appropriate.

m) Any other rights recognised in this or other laws.

In general terms, except for cases that foresee a specific procedure, all incidents that arise between BEAZ and the Concession Holder in performance of the contract shall be processed by contradictory proceedings, that must include the following actions:

1. Motivated proposal by the contract manager at BEAZ or equally, motivated request by the Concession Holder.
2. Report by the competent service or, where appropriate, other legal or technical reports that the awarding body may deem appropriate to request, that must be issued within the term of five working days.
3. Hearing the Concession Holder, for a term between five and ten working days.
4. Motivated resolution by the awarding body and subsequent notification to the Concession Holder, within a term between 5 and ten working days.

Except if motives of public interest justify such, or the nature of the incidents requires this, processing the latter shall not give rise to the contract being halted.

9.3. Compliance with the term and place of delivery.

The Concession Holder is bound to fulfil the contract within the total term set to perform it in the contractual document, as well as the partial terms stated for its successive execution.

Delay established by the Concession Holder shall not require BEAZ to issue prior notification of demand.

Likewise, it must deliver the services comprising the object of the contract in the place stated in Paragraph 5 of the cover page of this specification. Notwithstanding this, during performance of the contract, BEAZ reserves the right to set another different place of delivery, but always within the Historic Territory of Bizkaia.

9.4. Defective performance and delay.

In the case of defective performance of the service comprising the object of the agreement, or in the case of breach of the commitments or special conditions for execution of the contract that have been established pursuant to Articles 76.2 and 202.1 of the LCSP, the contracting body may impose the penalties foreseen in Paragraph 9.10 of this specification, in a justified manner in proportion to the severity of the infringement, or opt to terminate the contract, under the terms set forth in the preceding Paragraph and in Paragraph 10.3 of this specification.

9.5. Compensation of damages and losses caused to third parties during performance of the contract.

The terms set forth in Article 196 of the LCSP shall apply.

9.6. Operation of the service and price

Pursuant to the terms set forth in Article 15 LCSP and Paragraph 2.1 of the Cover Page, the consideration for this service concession contract consists of the right to operate the services, accompanied by the right to receive a price for this.

9.6.1. Operation of the service. Tariffs.

The Concession Holder shall be remunerated by means of operating the services of the International Entrepreneurial Centre, that shall be carried out at its risk and expense, bearing the operating risk in the terms set forth in the LCSP and Clause 3.3 of this specification.

From time to time and throughout the life of this contract, the Concession Holder may establish the catalogue of services it offers the users, as well as the tariffs that are to be paid for these and their eventual review, being able to extend, adapt, adjust, amend and review both the services as well as the relevant tariffs, as part of its business plan and in keeping with the operating risk it undertakes.

With regard to the services, the Concession Holder must keep BEAZ permanently informed of the complete catalogue offered to the user companies of the IECB at all times, in order for BEAZ to check that these are appropriate for the purposes of the contract and to provide prior authorisation to implement new services.

In all cases and as a minimum, the Concession Holder must provide the users the services established in the Technical Specification Sheet throughout the whole life of the contract, without prejudice to the power of BEAZ to amend it, as appropriate, under the terms of the LCSP and in this Specification.

The tariffs set by the Concession Holder and paid by the users shall be considered private prices and shall be subject to private law. The related accounting and tax obligations shall be borne by the Concession Holder.

9.6.2. Price

9.6.2.1. Right to receive a price

1. The contract provides the right of the Concession Holder to receive a price paid by BEAZ, in consideration for the concession, as well as the right to operate the services comprising the object of the contract, the amount of which, according to the diverse items and annual, shall respond to the relevant award price of the financially most advantageous bid, within the following maximum amounts:

PHASES OF IMPLEMENTATION	ANNUAL AMOUNT	YEAR FORESEEN	ANNUAL AMOUNT
Pre-rollout Phase	0	2020	€ 292,500.00
	0	2021	€ 582,497.00
Phase 1	1	2022	€ 2,900,000.00
	2	2023	€ 900,000.00
Phase 2	3	2024	€ 3,400,000.00
	4	2025	€ 1,400,000.00
Phase 3	5	2026	€ 2,650,000.00

	6	2027	€ 1,200,000.00
	7	2028	€ 900,000.00
	8	2029	€ 900,000.00
	9	2030	€ 780,000.00
	10	2031	€ 780,000.00
	11	2032	€ 780,000.00
	12	2033	€ 780,000.00
	13	2034	€ 780,000.00
	14	2035	€ 780,000.00
	15	2036	€ 780,000.00
			€ 20,584,997.00

2. This price shall be paid as opening each one of the Implementation Phases foreseen for the IECB takes place, pursuant to the distribution provided in the following table, including the item of furniture as is described in the PPT. The annual amounts are a guideline, and the price of each phase shall only be paid if it is started up, and as of the moment when the startup takes place. Should Phases 2 or 3 be opened by individual floors, the price to be received by the Concession Holder shall be adapted in proportion to the number of floors enabled.

MODEL FOR DISTRIBUTION OF THE PRICE IN ANNUAL AMOUNTS							
Annual period	**Year foreseen**	**Phase 0**	**Phase 1**	**Phase 2**	**Phase 3**	**Furniture**	**Sum**
0	2020	€ 292,500.00					€ 292,500.00
0	2021	€ 582,497.00					€ 582,497.00
1	2022		€ 900,000.00			€ 2,000,000.00	€ 2,900,000.00
2	2023		€ 900,000.00				€ 900,000.00
3	2024		€ 900,000.00	€ 500,000.00		€ 2,000,000.00	€ 3,400,000.00
4	2025		€ 900,000.00	€ 500,000.00			€ 1,400,000.00
5	2026		€ 900,000.00	€ 500,000.00	€ 250,000.00	€ 1,000,000.00	€ 2,650,000.00
6	2027		€ 450,000.00	€ 500,000.00	€ 250,000.00		€ 1,200,000.00
7	2028		€ 450,000.00	€ 200,000.00	€ 250,000.00		€ 900,000.00
8	2029		€ 450,000.00	€ 200,000.00	€ 250,000.00		€ 900,000.00
9	2030		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
10	2031		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
11	2032		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00

12	2033		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
13	2034		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
14	2035		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
15	2036		€ 450,000.00	€ 200,000.00	€ 130,000.00		€ 780,000.00
TOTALS		**€ 874,997.00**	**€ 9,000,000.00**	**€ 3,800,000.00**	**€ 1,910,000.00**	**€ 5,000,000.00**	**€ 20,584,997.00**

3. This price includes coverage of pre-rollout costs for Phase 0, in the amount resulting from the award price of the financially most advantageous bid, within the maximum rate of € 874,997.00, ex-VAT, that must be used for the following costs. Any deviation above that sum shall be borne by the Concession Holder.

- Establish the personnel structure and commence the commercial tasks, to assure fulfilment of the objectives of the contract in subsequent years.
- Drafting the basic and activity project. On the basis of the main object of the tender and the detailed bid by the bidder, work on drafting the overall basic project for the maximum occupation foreseen (with detail of the adjustments that must arise on each phase being rolled out) and work to develop the enabling characteristics to formalise the activity (including obtaining the classified activity licence, if this were necessary), from the competent administrations.
- Drafting the execution project. Drafting the Execution Project document on the basis of the technical detail provided by the concession holder, to allow justification of the technical feasibility of the fitting out foreseen pursuant to the regulations in force, bidding for the works pursuant to the Public Sector Contracts Act, and development and execution of the works according to the regulations in force, containing the design, representation of the construction technical solutions and calculations, detail drawings, justificatory technical addenda, detailed specifications, scheduling execution of the project, detailed budget, author's signature and approval by the professional association, pursuant to the terms set forth in Paragraphs 4.1 and 6 of the PPT.
- Qualified Site Management: The Concession Holder shall be responsible for hiring the Site Management for the works (natural or legal person, with technical capacity and sufficient legal qualification) that it shall freely determine, pursuant to the terms set forth in Paragraphs 4.1 and 6 of the PPT.

4. Also included in the price, BEAZ shall pay the Concession Holder the award price arising from the tender, within the maximum rate of FIVE MILLION EUROS (€ 5,000,000), ex-VAT, to bear the acquisition and installation of the relevant furniture to the Concession Holder (Paragraph 7 of the PPT). Any deviation above that sum shall be borne by the Concession Holder. The price paid will be that corresponding to the expense actually incurred for this concept, after justification from the Concession Holder and verification of BEAZ. Likewise, any deviation above the award price, which will operate as a maximum, will be for the account of the Concession Holder.

Furniture is understood as selection, acquisition and installation, for Phases 1 and successive ones, of chairs, tables, shelves, counters, desks, armchairs or other types of furniture, cabins, fixtures, utilities, tools, equipment and, in general, any moveable elements that are applicable to the uses to which the IECB facilities are assigned, including their decoration.

Payment for this item of furniture shall take place when opening by successive phases takes place. In the event of Phases 2 or 3 opening by individual floors, the price to be received by the Concession Holder shall be adjusted in proportion to the number of floors enabled.

DISTRIBUTION	No. OF FLOORS	MAXIMUM AMOUNT
Phase 1	4	€ 2,000,000.00
Phase 2	5	€ 2,000,000.00
Phase 3	2	€ 1,000,000.00
		€ 5,000,000.00

5. The rest of the price stated, in addition to the sizing of the International Entrepreneurial Centre, if the diverse phases foreseen are eventually opened, is established according to the following items that the international operator must guarantee:

- The Concession Holder may not open new IECs in the northern zone of Spain (Basque Country, Navarra, Cantabria, Asturias, Galicia, Castilla y León, Aragón, La Rioja) for the total term of the contract. In the rest of Spain, they may not open new IECs until Phase 2 of the IECB reaches 80% occupation.
- Providing an office with 6 places on floor 6 of the building for BEAZ, in addition to card access to the common spaces and meeting rooms for all technical staff of BEAZ.
- To provide BEAZ an office with 4 places or equivalent in the open coworking space at other international entrepreneurial centres the concession holder has (present or future), with a maximum limit of 15 locations.
- Reserve 15 posts or equivalent in an open coworking space in order for BEAZ to be able to assign them to companies outside the historic territory of Bizkaia, that are studying implementation in the territory and require a temporary workspace for a maximum duration of three months.
- Free use by BEAZ of the auditorium and rest of the event / presentation areas of the IECB.
- Commitment that Beaz shall have specific information on the startups and companies the concession holder contacts in any activity with the potential to attract companies to Bizkaia.

- International diffusion by the concession holder among startups and companies on its international entrepreneurial centre network regarding the projects, projects, tenders, invitations, calls and other initiatives of an international nature promoted by BEAZ.
- Organisation of an annual event with international reach in Bilbao by the concession holder.
- Organisation of 3 annual events at other entrepreneurial centres that the concession holder manages internationally, to promote the companies located in the IECB, the IECB itself and the Territory.
- Training actions, gatherings, events, etc. that the concession holder enters into with companies at the IECB shall be coordinated with BEAZ, that may participate in those activities.
- BEAZ may publish information on all the activities carried out at the IECB under its own brand.
- BEAZ shall have updated information available on the list of entrepreneurs and companies located in the IECB.

9.6.2.2. Payment of the price.

1. The Concession Holder is entitled to payment of the price stated that shall be settled by distributing the price stated for each annual amount and phase with a monthly frequency.
BEAZ shall be bound to pay the price according to the terms established in Article 198 and concordats of the LCSP. Those articles also establish the legal regime for delayed payment.

2. The awardee company shall be entitled to payment for the preparatory operations, during the pre-rollout phase, for the amounts established in the preceding section, distributed on a monthly basis. In order to proceed to pay this price, it shall be an indispensable requisite for the contract to have been formalised.

3. At each one of the monthly due dates, the Concession Holder shall issue the relevant invoice, and BEAZ shall have a term of thirty (30) calendar days to pay this from the date of reception, except if there are defects or errors in the invoice, in which case BEAZ must notify the Concession Holder within the first twenty (20) days from receipt thereof, in order to proceed to correct them.

9.6.2.3. Price review and principle of risk and venture

There will be NO review of the price established in the preceding paragraphs.

The sums received shall be at the risk and venture of the Concession Holder, which may not claim any additional sum for any deviations that may arise in their estimates.

9.6.3. Incentives for achieving objectives

The Concession Holder may receive incentives as a monetary payment, for achieving certain objectives that are defined in this section and according to the conditions established below.

1. Checking achievement of the objectives set and payment of the relevant incentive as appropriate shall be performed annually, after presenting and checking the technical and economic reports on the previous financial year that the Concession Holder must submit in January each annual period, pursuant to Paragraph 5 of Clause 5.4 of the Technical Specification Sheet; and it shall refer to the closing data on 31 December the previous financial year.

2. It shall be a necessary condition to check achievement of the objectives set that the implementation phases open at each moment have an occupation rate exceeding 80%. That is, only phases with that occupation rate shall only be taken into account to check the indicators.

For illustration, when Phases 1 and 2 are open, if Phase 1 is above 80 % occupation but Phase 2 is still at 40 %, only the occupation of Phase 1 shall be taken into account to check the indicators; at the moment when Phase 2 reaches 80 %, the joint occupation of both phases shall be taken into account.

3. The objectives or indicators to be checked, as well as the relevant incentives, shall be as follows:

- That the percentage of start-ups with regard to the total occupation exceeds 70%. That indicator shall be calculated taking into account the number of posts occupied by companies considered start-ups, in relation to the total number of posts occupied in the relevant phase or phases. For these purposes, a start-ups shall be considered a recently incorporated company (not more than 5 years from the date of incorporation), that wishes to set up an innovative product or service with a scalable business model, and that is based on intensive use of technology. Once that objective or indicator is reached, the incentive shall consist of payment of a sum equivalent to 7% of the price paid in the previous financial year for the phase or phases valued.
- That the percentage of start-ups originally incorporated outside Bizkaia, in relation to the total start-ups located in the relevant phase or phases must exceed 70%. Once that objective or indicator is reached, the incentive shall consist of payment of a sum equivalent to a further 7% of the price paid in the previous financial year for the phase or phases valued.
- In total, the total annual incentive may reach 14 % of the price paid in the previous financial year.

5. Application of the above criteria shows the following estimate of maximum amounts of those incentives, if all the objectives or indicators are not achieved:

Year	Price per phase			Sum	Incentive for achievement of objectives			Total amount
Year 0	€ 874,997.00			€ 874,997.00				€ 0

Year 1	€ 900,000.00			€ 900,000.00	€ 0	€ 0	€ 0	€ 0
Year 2	€ 900,000.00			€ 900,000.00	€ 0	€ 0	€ 0	€ 0
Year 3	€ 900,000.00	€ 500,000.00		€ 1,400,000.00	€ 126,000	€ 0	€ 0	€ 126,000
Year 4	€ 900,000.00	€ 500,000.00		€ 1,400,000.00	€ 126,000	€ 0	€ 0	€ 126,000
Year 5	€ 900,000.00	€ 500,000.00	€ 250,000.00	€ 1,650,000.00	€ 126,000	€ 70,000	€ 0	€ 196,000
Year 6	€ 450,000.00	€ 500,000.00	€ 250,000.00	€ 1,200,000.00	€ 63,000	€ 70,000	€ 0	€ 133,000
Year 7	€ 450,000.00	€ 200,000.00	€ 250,000.00	€ 900,000.00	€ 63,000	€ 28,000	€ 35,000	€ 126,000
Year 8	€ 450,000.00	€ 200,000.00	€ 250,000.00	€ 900,000.00	€ 63,000	€ 28,000	€ 35,000	€ 126,000
Year 9	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 10	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 11	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 12	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 13	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 14	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
Year 15	€ 450,000.00	€ 200,000.00	€ 130,000.00	€ 780,000.00	€ 63,000	€ 28,000	€ 18,200	€ 109,200
TOTAL	**€ 9,000,000.00**	**€ 3,800,000.00**	**€ 1,910,000.00**	**€ 15,584,997.00**	**€ 1,008,000**	**€ 392,000**	**€ 197,400**	**€ 1,597,400**

9.7. Fee

9.7.1. Determination of the fee.

The Concession Holder shall pay BEAZ the sum resulting from application of the following amounts as a fee for use of the assets and services comprising the object of the concession:

- For use of the space on the floors assigned to the project, this is set at €13/m2 month.
- For use of the terrace assigned to the project, this is set at €7.5/m2 month.

9.7.2. Commencement of payment of the fee: The fee shall begin to be paid when the IECB is effectively put into operation by the Concession Holder. That is, the fee shall not be paid during the prior period of preparatory activities.

9.7.3. Application of the fee: The unit amounts indicated in the first section shall be applied to the area effectively made available to the Concession Holder in each one of the successive phases of implementation of the IECB and according to the following table:

Floor	**Area m²**	**€/m²/month**	**€/month**	**€/year**
6	1,704.82	€ 13.00	€ 22,162.66	€ 265,951.92
7	821.67	€ 13.00	€ 10,681.71	€ 128,180.52
8	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
9	779.59	€ 13.00	€ 10,134.67	€ 121,616.04

Terrace	234.00	€ 7.50	€ 1,755.00	€ 21,060.00
10	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
11	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
12	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
13	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
14	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
15	779.59	€ 13.00	€ 10,134.67	€ 121,616.04
16	779.59	€ 13.00	€ 10,134.67	€ 121,616.04

Pursuant to the economic-financial feasibility study, the fee provides a total estimate for the term of the contract, without deducting the period of grace in the following paragraph, of TWENTY-THREE MILLION EIGHT HUNDRED AND SEVENTY-SEVEN THOUSAND SIX HUNDRED AND SEVENTY-NINE EUROS (€ 23,877,679.00).

9.7.4. Period of grace: Opening each of the successive phases of implementation of the IECB, or of certain floors of those phases pursuant to the terms set forth in Paragraph 4 of the PPT, shall give rise in all cases to a period of grace of one year for each phase or floor, during which the relevant fee for the area of the phase or floor opened will not have to be paid.

9.7.5. Terms of payment: The fee shall be paid monthly, within the first five days of each month, on production of the relevant detailed invoice by BEAZ, that shall include the relevant Value Added Tax, if appropriate, at the current rate in force from time to time, or any other taxes that may be levied on that fee in the future.

9.7.7. Review of the fee: The review of the fee shall be carried out annually, only upward, once 12 months have elapsed from the IECB having been put into operation.

The relevant part of the fee for use of the space shall be reviewed by application of the variation undergone in the region wide price index for office lease published by the National Institute for Statistics on the date of each review, the reference term taken being the relevant one for the last index when published on the relevant date of review of the Rent. Until the institute publishes that statistic, the residential lease price index of the Consumer Price Index by the National Institute for Statistics at provincial level shall apply.

The rest of the items that form the fee shall be reviewed with reference to the annual variation in the Consumer Price Index at regional level, published by the National Institute for Statistics, on the date of

each review, taking the date of the last index published on the relevant rent review as the last reference term.

9.7.8. Delay in payment of the fee: Delay in payment of the fee shall cause the Concession Holder to be bound to pay delay interest to BEAZ, from the date when it should have paid the relevant fee until the date when it fully pays it. And this is notwithstanding other powers, including termination of the contract that may correspond to BEAZ for breach of the agreement.

It shall not be necessary for BEAZ to issue a demand to the Concession Holder for the purposes of the delay interests that shall begin to elapse from the date the payment was originally owed.

The delay interest shall be accrued daily on the amount not paid on the basis of a year of 365 days and it must be paid by month elapsed and, in any event, at the moment of finally paying the sum owed.

The annual delay interest shall be the legal interest rate on money.

9.8. Amendment of the contract.

9.8.1. BEAZ may amend the characteristics of the service contracted only for reasons of public interest and if the circumstances foreseen in Articles 203 to 205 LCSP arise.

9.8.2. Amendments foreseen: The contract may only be amended due to interest and as a relevant power for BEAZ, in the events established in this particular administrative specification sheet, under the conditions and by the procedure established below, in addition to the terms set forth in Article 204 LCSP.

9.8.2.1. Object of the amendment foreseen: The amendment may consist of opening a 4th phase of the International Entrepreneurial Centre of Bizkaia, with start up of one or two floors more of the Torre Bizkaia and its occupation by the IECB and the Concession Holder, with the same services and under the conditions as the rest of the phases.

If it is necessary to recover the costs that have to be incurred as a consequence of operating the resulting phase of the modification, an extension of the term the concession lasts may be foreseen, for the time strictly necessary to recover such costs and, in all cases, added to other applications, within the maximum extension term established in Paragraph 4 of the Cover Page, (15 % of the term of the contract), that must be adequately justified in the modification file.

9.8.2.2. Circumstances that must arise in order for the amendment to be appropriate: The amendment shall be appropriate as long as the three previous phases are open and operating; and with an occupation level of 80 %, which shall be justified in the relevant file.

9.8.2.3. Qualitative limit: The estimated value of the amendment, in terms of turnover attributable to it, may not exceed 20 % of the price of the contract recorded in Paragraph 9.6.2 of the PCAP and Paragraph 6 of the Cover Page after deduction of the relevant amount of that amendment.

9.8.2.4. Procedure: The decision to amend the contract in the sense stated shall lie with BEAZ. Prior to its formalisation, the Concession Holder shall be heard for a term of ten working days, in order for it to make the allegations and provide the documents it deems appropriate. Once the amendment is formalised, it shall be published in the contractor's profile for a term not exceeding five days.

9.8.3. Unforeseen amendments: Exceptionally, when it is necessary to perform an amendment that is not foreseen in the cover of this Particular Administrative Clause Sheet, as long as the cases and conditions established in Articles 205 and 191 are fulfilled.

Amendments to the contract must be formalised according to the terms set forth in Article 153 of the LCSP, and they must be published according to the terms set forth in Articles 207 and 63 of the LCSP.

9.8.4. When the modifications affect the financial regime of the contract, the relevant party must be compensated so the balance of the economic factors that were considered basic to award of the contract is maintained.

9.8.5. In the event of the resolutions issued by BEAZ regarding performance of the service lacking financial consequences, the Concession Holder shall not be entitled to compensation due to these.

9.8.6. The economic balance of the contract must be re-established to the benefit of the relevant party, in the following cases:

a) When BEAZ performs an amendment not foreseen, of those stated in section 9.8.3, and that accredits that it determines the substantial rupture of the economic conditions of the contract.

b) When other actions by BEAZ directly lead to substantial rupture of the contractual economy due to their obligatory nature for the Concession Holder, and this is proven.

Outside the cases foreseen in the preceding letters, it shall only be appropriate to re-establish the economic balance of the contract when causes of force majeure determine substantial breakage of the contractual economy. To these ends, causes of force majeure shall be understood those listed in Article 239 LCSP.

In any event, there shall be no right to re-establishment of the economic-financial balance due to non-fulfilment of the supply or demand forecasts recorded in the study by BEAZ or in the study the Concession Holder may have carried out.

9.8.7. In the cases foreseen in the preceding paragraph, re-establishment of the economic balance of the contract shall be performed by adopting the appropriate measures in each case. These measures may consist of changing the Price to be paid by BEAZ to the Concession Holder, reduction of the term of the concession and, in general, any amendment of the clauses with economic content included in the contract. Likewise, in the cases foreseen in letter b) and in the last paragraph of paragraph 9.8.6, the term of the contract may be extended for a period not exceeding 15 per cent of its initial duration, representing the maximum limits of duration legally foreseen.

9.8.8. The Concession Holder shall be entitled to desist from the contract when it is extraordinarily onerous for it as a consequence of one of the following circumstances:

a. Approval of a general provision by a Public Administration after formalisation of the contract.
b. When the Concession Holder must include technical advances to the service or its operation due to legal or contractual obligation, that notably improve this, and the availability of which on the market, according to the state of the art, has arisen after the contract was formalised.

Fulfilment of the contract shall be understood to become extraordinarily onerous to the Concession Holder when the incidence of the provisions by the Administrations or the amount of the technical improvements that must be included amount to a net annualised increase in costs of at least 5 per cent of the net amount of the turnover of the concession for the period remaining until its conclusion. In order to calculate the increase, the possible additional increases the measure may generate shall be deducted as appropriate.

Should the Concession Holder desist from the contract as a consequence of the terms established in this paragraph, the resolution shall not give rise to any compensation whatsoever for any of the parties.

9.9. Obligations of the Concession Holder.

9.9.1. Administrative, labour, social and environmental obligations.

The contract is subject to fulfilment of the legal, statutory and conventional provisions in force and those that are applicable in administrative, town planning, economic and labour matters, Social Security, and health and safety in the workplace.

The Concession Holder must obtain the necessary administrative licences or authorisations to perform the activity at each moment, whatever the mode of licence, prior notification, affidavit or similar that may be

appropriate.

With regard to the personnel deployed to perform the work assigned, the Concession Holder shall be bound to exact compliance with the regulations in force on labour matters, Social Security, social integration of persons with disabilities and on labour risk prevention and, with regard to the latter, social training, undertaking that subcontractor companies – if appropriate – shall fulfil the laws in force on labour matters with regard to their employees. The Concession Holder shall be bound to ensure the work, both by its company as well as the companies it subcontracts – if appropriate – are performed under dignified conditions, applying the collective bargaining agreement of their sector to the workers, especially with regard to the salary rights to which they are entitled.

9.9.2. Special conditions for performance.

The following are considered special conditions for performance:

1. Fulfilment of the regulations. In performance of the contract, the Concession Holder shall comply with the applicable obligations on environmental, social or labour matters established in European Union Law, national law, collective conventions or the provisions of international environmental, social and labour law that bind the State. Likewise, it shall provide the relevant affidavit applicable to those regulations when preparing the bid as set forth in Addendum 2 of the PCAP.

2. Obligation to respect the basic labour rights and fulfilment of the fundamental conventions of the International Labour Organization (ILO). The Concession Holder undertakes the obligation to respect the basic labour rights throughout the whole production change and fulfilment of the fundamental conventions of the ILO, and especially the following ones, according to the relevant text provided in Addendum 2 of the PCAP.

- Conventions 29 and 105, regarding suppression of forced labour.
- Conventions 87 and 98, regarding freedom of Trade Union, of association and collective negotiation.
- Convention 100, on equal remuneration of male and female labour for work of equal value.
- Convention 111, against discrimination in access to employment and labour conditions due to race, colour, sex, religion, public opinion, national origin or social background.
- Convention 138, on abolition of child exploitation and labour.
- Convention 182, on prohibition of the worst forms of child labour and immediate action to eliminate them.

This obligation is essential and, pursuant to the terms set forth in Article 211.f LCSP, breach thereof is a cause for termination of the contract.

3. Legal obligation to employ persons with disabilities. During the term of the contract, the Concession Holder undertakes the obligation to have at least 2 per cent of employees on the company staff, if this does not reach the number of 50 or more workers, pursuant to Article 42 of the Consolidated Text of the General Act on the rights of persons with disabilities and social inclusion, approved by Royal Legislative Decree 1/2013, of 29th November, or to adopt the alternative measures established in Royal Decree 364/2005 of 8th April. Moreover, it undertakes to prove fulfilment of said obligation to the person responsible for the contract, should it require such, at any time during the term of the contract.

4. Legal obligation to promote equality between women and men. During the term of the contract, the Concession Holder undertakes the obligation to promote equality between women and men, pursuant to the terms set forth in Act 4/2005, of 18th February, on Equality of Women and Men in the Basque Country. It also undertakes to prove the provision of an Equality Plan, if under legal or conventional obligation (more than 250 employees) to have one, that shall be proven before the contract manager, should this be required, at any time during the term of the contract (Addendum 2 of the PCAP).

In performance of the contract, the Concession Holder or subcontractor shall guarantee equality between women and men in treatment, access to employment, professional classification, promotion, permanence, training, extinction, remuneration, labour quality and stability, duration and organisation of the working day.

5. Obligation to avoid sexist stereotypes. All the documentation, publicity, image or material generated due to performance of the contract, by the awardee company or entity, as well as the subcontractor, if appropriate, must ensure non sexist use of language, avoid any discriminatory image of women or sexist stereotypes and encourage and image with values of equality, balanced presence, diversity, joint responsibility, plurality of roles and gender identities.

All the documentation stated must be examined by the contract manager appointed by the contracting body, prior to use and diffusion.

6. Collective bargaining agreement applicable to the employees who perform the activity comprising the object of the contract. The bidders shall state the collective agreement that shall be applicable to the employees who perform the activity comprising the object of the contract, if the awardee. They shall also be obliged to provide all information required on the working conditions that, once the contract is awarded, are effectively applied to those employees who perform the contractual activity (Addendum 2 of the PCAP).

The information on the collective bargaining agreement that the awardee company declares applicable to the employees who perform the activity comprising the object of the contract shall be included in the resolution on award and shall be published on the contractor's profile. In that sense, submission of the bid

implies that the bidders voluntarily agree to provide institutional transparency regarding all data arising from the bidding processes, award and execution until their conclusion.

7. Obligation to pay the salary recorded in the collective agreement. Throughout performance of the contract, the Concession Holder must pay the salary recorded in the sectorial collective agreement according to the relevant professional category of the employee, without the possibility of the salary to be paid beginning lower than it (Addendum 2 of the PCAP).

8. Special conditions for performance in linguistic matters. The contracts entered into by BEAZ are subject to the regime of double official language established by Article 6 of the Statute of Autonomy of the Basque Country and Basque Law 10/1982, of 24th November, basic, on standardisation of use of Basque, as well as the rest of the regional and county regulations in force on the matter.

The terms established in Paragraph 5.5 of the Technical Specification Sheet constitute special performance conditions in this matter.

9. Obligation to maintain employment and staff. Pursuant to Article 76.2 and 3 and Article 202 of the LCSP, the company bidding undertakes that, in the event of becoming the awardee, it must maintain the staff determined in its bid throughout the whole performance of the contract. To that end, the bidders must declare the number of employees they are to deploy to perform the contract and their working day, stated in hours of work per annum, by affidavit contained in Addendum 2 of the PCAP. If the staff is not homogeneous over the term of the contract, a schedule must be provided, specifically stating the number of people and individually stating their working day per annum in hours of work per person, as well as the contract start and end dates.

10. Exclusivity

The Concession Holder may not open new IECs in the northern zone of Spain (Basque Country, Navarra, Cantabria, Asturias, Galicia, Castilla y León, Aragón, La Rioja) during the full term of the contract. It may not open new IECs in the rest of Spain until Phase 2 of the IECB reaches 80% occupation.
At its discretion, BEAZ may authorise opening of new international entrepreneurial centres, specifically, by certifiable means, at the request of the Concession Holder, in cases in which BEAZ considers that the centre, due to its small size, its location, its objectives or other circumstances, does not give rise to direct competition with the IECB.

The Concession Holder may not provide the services comprising the object of this agreement to professionals, private companies or public entities, nor to either through the other, within the territory of the Autonomous Community of the Basque Country.

11. Monitoring fulfilment of the special conditions of execution

At BEAZ. The contract manager shall monitor fulfilment of those special performance conditions and may gather the relevant documentation from the Concession Holder at any time during performance of the contract, or any other it may consider relevant to exercise the powers of control and assessment of fulfilment of the contract, as well as call for monitoring meetings to be held, or for periodic assessment reports. Moreover, the contract manager shall inform the contracting body of possible breaches of the obligations foreseen in the contract and, if appropriate, shall propose commencement of the procedure to impose penalties or terminate the contract.

By the Concession Holder. The Concession Holder undertakes the obligation to make all the information and documentation required by the contract manager available to him, to prove compliance both of the special conditions of performance set forth in this specification, as well as the commitments acquired in the affidavit of Addendum 2 of the PCAP.

12. Consequences of breach of the special conditions for performance.

The contracting body may impose penalties on the Concession Holder due to breaching the special conditions of performance, pursuant to the terms established in Paragraph 9.10 of this PCAP.

The penalties shall be settled by deduction of the sums that must be paid to the Concession Holder in total or partial payment, or from the guarantee that, if appropriate, may have been constituted, when they cannot be deducted from the payment.

9.9.3. Special rules regarding labour personnel of the Concession Holder.

1. With regard to the employees deployed to perform this agreement, the Concession Holder undertakes the obligation to really, effectively and continuously exercise the power of management inherent to all entrepreneurs. In particular, it shall undertake negotiation and payment of the salaries, granting leave, time-off and holidays, substitutions, the legal obligations regarding labour risk prevention, imposing disciplinary penalties – when appropriate -, Social Security obligations, including settlement of contributions and payment of subsidies, as well as all rights and obligations arising from the contractual relation between employee and employer.

2. The Concession Holder must appoint at least one coordinator or technician in charge, within its own staff, who shall have the following obligations:

a. To receive and transmit any notification that the staff of the Concession Holder must make to the company regarding performance of the contract.

b. Control fulfilment of the labour regulations of the Concession Holder, in particular in matters of staff attending the workplace and taking holidays, so this does not disturb provision of the contractual service.

9.9.4. Obligations in matters of labour risk prevention

With regard to the personnel the Concession Holder deploys to perform the work awarded, it shall be bound to strictly comply with the regulations in force in matters of labour risk prevention, undertaking to ensure that subcontractor companies – if appropriate – comply with the legislation in force regarding labour risk prevention.

In particular, the Concession Holder:

1. Shall adopt all measures for health and safety in the workplace that are obligatory or necessary in order to ensure the most perfect prevention of risks that may affect the life, integrity or health of the workers. It shall also comply with the obligations in matters of labour risk prevention established by the regulations in force and prior to commencement of the contractual activity, it must certify fulfilment of the following obligations by submitting the Labour Risk Prevention Addendum attached to this Specification to the Contracting Service:

a) Having adopted a means of preventive organisation pursuant to the legislation in force.
b) Integrating labour risk prevention in the general management system of the company by implementing and applying a labour risk prevention plan pursuant to Article 2 of the Prevention Services Regulations, approved by Royal Decree 39/1997 of 17th January.
c) Risk evaluation and planning the relevant preventive activity for the contractual activity.
d) Assuring control of fulfilment of the security measures established, proceeding, as appropriate, to adopt the disciplinary measures foreseen in the Workers' Statute and Collective Bargaining Agreement - among others – to guarantee the security of all the workers.
e) Having a list of tasks and/or activities that require prevention resources according to their risk assessment.
f) That all the staff who intervene in execution of the contract, both own as well as third-party, have received specific risk information from the company, protection measures and emergency measures, as well as having received the necessary training on risks that affect their activity (Articles 18 and 19 of Act 31/1995 and Act 32/2006 and Royal Decree 1109/2007), pursuant to the proceedings of the Prevention Plan. In particular, for them to have received the relevant training on use of Personal Protection Equipment (PPE).
g) Having the Receipt for delivery of the necessary individual protection equipment, if appropriate.
h) Providing BEAZ the list of subcontractor companies and freelance workers deployed on the service, stating their activity start and end dates, activity subcontracted and the staff performing the tasks.

2. If the Concession Holder subcontracts part of the performance of the contract, it must require the subcontractors to provide the same documentation required of the principal and deliver a copy to BEAZ before the subcontracted activity commences.

3. BEAZ shall adopt the measures it considers necessary to check compliance with the labour risk prevention matters by the Concession Holder.

4. In the event of breach of the obligations of this clause by the Concession Holder, BEAZ may call for it to adopt the necessary measures to guarantee total compliance with the obligations stated and to exercise all the actions foreseen in the regulations.

Breach of the obligations foreseen in this clause may be a cause for termination of the contract, in addition to imposing the relevant penalties.

9.9.5. Insurance

The Concession Holder shall be bound to subscribe the insurance established in this section in general terms for the service, including BEAZ, the Concession Holder and subcontractors, if appropriate, as insured, for the amounts stated.

a. Illness and accident insurance for all its employees assigned to the contract and of the workers employed by the subcontractors with whom the Contractor contracts, pursuant to the law or sectorial or specific agreements.
b. Mandatory insurance for own motor vehicles or those leased by the awardee used to perform the work comprising the object of the contract, that covers the mandatory civil liability and voluntary risk up to the maximum limit that may be subscribed.
c. Civil Liability guarantee in its aspects of GENERAL, LABOUR ACCIDENTS, DAMAGE TO THE CONTRACTUAL BUILDING, DAMAGE TO THE MOVEABLE ASSETS ENTRUSTED, and it must guarantee the defence and civil and criminal bail including BEAZ or the Regional Public Sector Company it may appoint as ADDITIONAL INSURED MAINTAINING THIRD-PARTY STATUS, as well as all persons involved in the work this contract concerns, with the Insurance Companies renouncing the rights of subrogation or action that they may take against any of the aforementioned, against claims for damages that may be caused to third parties, as a direct or indirect consequence of action or omission, by the work under this Contract, even those due to defects or technical insufficiency in the service provided under this Contract.
d. Full risk insurance for material damage to the assets owned by the Awardee of this contract.
e. The minimum basic figures to be guaranteed are:

a. General Civil Liability: 6,000,000 Euros.
b. Civil Liability for Labour Accidents: 6,000,000 Euros.
c. Civil Liability for damage to the contractual building: 6,000,000 Euros
d. Civil Liability for damage to the moveable assets entrusted: 3,000,000 Euros
e. Sole sub-limit per victim admitted for the Labour Accident guarantee: 600,000 Euros.
f. Defence and civil and criminal bail: Included.

Subscribing that insurance by the Concession Holder, does not waive its liabilities, so it is bound to bear the non-fulfilments the insurance has established.

9.9.6. Third-party permits

Regardless of the contracts and arrangements that BEAZ may deem appropriate to undertake itself, the Concession Holder shall be held liable for all necessary permits and licences to be obtained from the City Council of Bilbao and any other bodies, public or private entities, companies, associations and private individuals, for correct performance of the work.

To those ends, the Concession Holder must accept all conditions and specifications imposed on it by each party concerned in use of the relevant rights and competences and all petitions or recommendations that appear to be sufficiently reasonable, or that are deemed convenient in the opinion of BEAZ for the work to be carried out best.

9.9.7. Obligation of the awardee to store materials

If BEAZ were to fully or totally contribute certain materials, these shall be considered to be deposited under the custody of the awardee, being bound to store and replace them. The terms of the Civil Code, Code of Commerce and Penal Code shall apply with regard to storage and loss of such items.

9.9.8. Confidentiality and protection obligation regarding personal data

The Concession Holder must keep confidentiality regarding the data or records that, not being public or notorious, is related to the object of the contract, and those that come to it its notice during it.

BEAZ processes the personal data provided by the companies bidding in order to manage these tender proceedings (and, if appropriate, for subsequent award) and the legal obligations inherent to such.

The data provided shall be kept while that relation lasts (governed by the public sector Contracting Act) and in any case within the terms established by the laws to which the contractual relation between the parties is subject. The data shall not be ceded to third parties, except in cases where there is a legal obligation.

In all cases, the privacy policy of BEAZ guarantees the person concerned the possibility of exercising its rights: access to the personal data on the person concerned, and correction or suppression thereof, or limitation of their processing, the right to portability of the data, or to oppose the processing, being able to exercise those rights by ordinary mail addressed to BEAZ S.A.U, Sabino Arana 8, 48013 Bilbao or by e-mail: beaz@bizkaia.eus, before the Data Protection Agency, or before the Data Protection Delegate of BEAZ: Head of the Legal Advice, Information Security and Data Protection Department, assigned directly to the Office for Modernisation, Good Governance and Transparency of the Regional Government of Bizkaia.

In the event of award, the awardee company is bound to comply with the demands established in matters of personal data protection (European Regulations 679/16, Organic Act 3/2018, of 5th December, on Personal Data Protection, and guarantee of digital rights and concordant legislation) as well as the existing regulations on matters of information society services and electronic commerce (Act 34/2002, of 11th July).

The data included in the processing by BEAZ is exclusively its property. This is confidential and subject to the strictest professional secrecy, a duty that shall subsist even after conclusion of the contractual relation.

The awardee company is bound, in relation to the data, to:

- Provide the necessary means to avoid their employees from accessing such, informing them of their obligations with regard to the regulations in force on data protection matter.
- To fulfil and ensure their employees fulfil the duties of confidentiality and secrecy mentioned above.
- To maintain indemnity for the contractor regarding any claim that may be filed (including any penalisation file that may be inchoated by the Data Protection Agency) for breach by the employees of the awardee company of the regulations in force on Data Protection, right to honour, privacy and personal image, as well as the obligations contained in this document, agreeing to pay the sums levied as penalties, fines, compensation, damages, losses or interest that it may be bound to pay the contractor.

In the event of the object of this contract necessarily involving access by the awardee company to personal data for which BEAZ is the Data Controller, both parties shall sign a confidentiality agreement for that purpose.

Breach of this clause shall constitute a sufficient reason for unilateral termination of the contract by BEAZ.

9.9.9. Obligation to provide information to the awarding entity and transparency

1. The Concession Holder shall be bound to provide BEAZ all the information detailed in Paragraph 5.4 of the Technical Specification Sheet, as well as any other related to the activity of the IECB that is reasonably asked for by the contract manager.

2. The Concession Holder shall be bound to provide BEAZ all data or documents that may be necessary for due fulfilment of the specifications contained in Regional By-law 1/2016, of 17th February, on Transparency in Bizkaia and Act 19/2013 of 9th December, on transparency, access to public information and good governance.

3. The Concession Holder shall also be bound to provide the additional documentation that is required, either directly to the Concession Holder or through BEAZ or the Regional Government of Bizkaia, by the Basque Audit Body, the Treasury, accounting auditors or other official bodies exercising their auditing functions.

The data or documents required in this and the previous paragraph shall be delivered within the necessary term to comply with the applicable legal provisions, that shall be indicated in the requirement issued for that purpose.

4. Failure or delay in delivering the data or documents required shall be considered an offence liable to be penalised pursuant to the terms set forth in Paragraph 9.10 of this specification.

9.9.10. General obligations

a) Providing the service with the continuity agreed and guaranteeing private parties the right to use it under the conditions that have been established and by payment, where appropriate, of the economic consideration included in the tariffs established. In the case of termination of the contract due to its fulfilment, the contractor must continue to provide the services until the new contract is formalised.

b) To assign the international entrepreneurial centres identified in its bid to performance of the contract and to make them available to the users of the IECB, under the terms set forth therein, in these

specifications and the remaining contractual documentation.

c) To ensure the good order of the service, being able to issue the relevant instructions, without prejudice to the powers of inspection and policing to which BEAZ is entitled.

d) To compensate damage caused to third parties as a consequence of the operations performance of the service requires, except when the damage arises for reasons due to BEAZ.

e) To respect the principle of non-discrimination due to nationality, regarding companies from the Member States of the European Community or signatories of the Agreement on Public Contracting of the World Trade Organisation, in supply contracts arising from granting the services.

f) Any others foreseen in the legislation, in this PCAP and in its cover page, the TPP, in the bid submitted and in the rest of the contractual documentation.

9.10. Penalties

9.10.1. Catalogue of infringement:

1. The following are considered very severe infringements:
    a. Unjustified ceasing to provide the service.
    b. Failure to start the preparatory activities to start up the IECB, as well as actually failing to start it up or failure to open the successive phases of implementation of the IECB, when there is no justified cause or obstacle to hinder such.
    c. Suspension of the service for a time exceeding a month, when this is for a reason for which the Concession Holder is responsible.
    d. Breach of the commitments to collaborate and provide the users of the IECB access to the international entrepreneurial centres, that they were offered in the bid by the Concession Holder and that have been subject to assessment and grading.
    e. Breach of the services for the users that comprise the object of the contract, under the terms established in these sheets, in the bid submitted by the Concession Holder and other contractual documents.
    f. Unjustified refusal to fulfil the instructions, orders or requirements agreed by BEAZ, in the cases and by the procedures foreseen in this sheet, when it should not be classified as severe.
    g. Committing more than two severe infringements. That is, the third severe infringement shall be classified as very severe.

2. The following shall be considered severe infringements:

a. Unjustified delay in commencing the preparatory actions to start up the IECB, in actually failing to start it up, or in opening the successive phases of implementation of the IECB, when there is no justified cause or obstacle to prevent such.
b. Breach of the special conditions of execution established in the relevant sections of this specification.
c. Suspension of the service for a time equal to or under one month, when this is due to a cause for which the Concession Holder is responsible.
d. Failure to settle or unjustified delay in payments to subcontractors, suppliers or provider.
e. Failure to fulfil the obligation to provide BEAZ the information required by it pursuant to the terms set forth in the contract, including that regarding the Regional By-laws on Transparency.
f. Breach of the other obligations of the Concession Holder, when this must not be classified as minor.
g. Committing two or more minor infringements. That is, the third minor infringement shall be classified as severe.

3. The following are considered minor infringements:

a. Any infringements of the obligations acquired by the Concession Holder or recorded in the sheet and in the other contractual documents that must not be classified as severe or very severe.

9.10.2. Penalties:

1. The penalties shall consist of imposing a fine, that shall be graduated in proportion to the minor, severe or very severe nature of the infringement and without prejudice to any other liabilities or damages and losses, giving rise, as appropriate, to termination of the contract if this occurs.
2. Minor infringements shall be penalised by a sum of up to 4 % of the Price that BEAZ must pay the Concession Holder in the financial year when the infringement takes place.
3. Severe infringements, by up to 10 % of the Price that BEAZ must pay the Concession Holder in the financial year when the infringement takes place.
4. Very severe infringements, except in the case of unjustified halting provision of the service, by up to 30 % of the Price that BEAZ must pay the Concession Holder in the financial year when the infringement takes place.
5. In all cases, the maximum annual limit of the above penalties may not exceed 20 % of the revenue obtained from operation of the service during the preceding financial year.
6. Halting provision of the concession service shall give rise to a fine of TWO HUNDRED THOUSAND EUROS (€ 200,000) being imposed, as well as the obligation to return the

existing difference, if appropriate, between the higher price received by the Concession Holder up to present, pursuant to distribution of annual amounts contained in its offer for Phases 1, 2 and 3, and distribution of standard annual amounts established in the "MODEL FOR DISTRIBUTION OF THE PRICE IN ANNUAL AMOUNTS" of point 2 of paragraph 9.6.2.1 of the PCAP for those Phases 1, 2 and 3. That obligation to reimburse shall not affect the price received, as appropriate, in Phase 0, nor for the Furniture item. If the price received up to that moment for Phases 1, 2 and 3, according to the distribution of annual amounts contained in the bid by the Concession holder is lower than the standard distribution of the "MODEL FOR DISTRIBUTION OF THE PRICE IN ANNUAL AMOUNTS", the Concession Holder shall not be entitled to the difference.

9.10.3. Formalities to impose penalties:

The formalities to impose the penalties foreseen in this paragraph shall require a motivated proposal by the contract manager, hearing the Concession Holder for a term of ten working days and relevant motivated resolution by the governing body.

Pursuant to the appeals regime and competent jurisdiction applicable to this contract (Paragraph 1.2 of this specification), the resolution to impose a penalty, if appropriate, is not liable to administrative appeal and shall exclusively be heard by the civil jurisdiction.

9.10.4. Payment of the penalties:

The penalties shall be settled by deduction of the sums that may be paid to the Concession Holder in total or partial payment, or on the guarantee that may have been constituted when they cannot be deducted from the payment.

9.10.5. Causes for termination:

Without prejudice to the foregoing, breaches classified as severe or very severe may be considered a cause for termination of the contract by BEAZ under the terms established in Paragraph 10.3 of this specification.

9.11. Cases of succession to the Concession Holder.

In cases of corporate merger in which the Concession Holder participates, the contract shall remain in force with the company absorbing or that resulting from the merger, that shall subrogate all the rights and obligations arising from it. Likewise, in cases of demerger, contribution or transmission of companies or branches of their activity, the contract shall continue with the company that is assigned the contract, that

shall subrogate the rights and obligations arising from it, as long as it fulfils the conditions of capacity, absence of prohibition to contract, and the solvency required on resolving the award, or that the diverse beneficiary companies of said operations and, if it subsists, the company from which their assets come, segregated companies or branches, take joint liability with them for performance of the contract. If the subrogation cannot take place due to the entity that assigns itself the contract not fulfilling the necessary solvency conditions, the contract shall be terminated, this being considered a case of termination for which the awardee is to blame to all ends.

For the above ends, the company must notify the contracting body of the circumstance that has taken place.

When, as a consequence of the mercantile operations to which paragraph one of this section refers, the contract is assigned to a different entity, the definitive guarantee may be renewed or replaced, at the criteria of the company granting it, by a new guarantee, that is subscribed by the new company, taking into account the special characteristics of the risk constituted by the latter. In that case, the former definitive guarantee shall remain in force until the new guarantee is constituted.

With regard to succession to the Concession Holder, when it is a consortium, it shall be pursuant to the terms established in Article 69.9 of the LCSP.

10. Termination of the contract.

The contract shall be terminated due to its fulfilment or cancellation.

A) Fulfilment of the contract.

The contract shall be understood to be fulfilled by the Concession Holder when it has performed the full service pursuant to its terms and to the satisfaction of BEAZ.

10.1. Reversion

Once the term of the concession has elapsed, or in any other case of extinction or termination of the contract, the service shall revert to BEAZ, and the Concession Holder must deliver the premises, with all works that have been performed on htese, as well as all the elements defined as Furniture, pursuant to the terms set forth in Paragraph 6.2 of the PCAP and in Paragraphs 7 and 8 of the Technical Specification Sheet, in the adequate state of conservation and operation, then formalising a positive certificate of reception or approval (certificate of reversion).

For a term of six (6) months prior to the date foreseen to conclude the concession term, BEAZ shall adopt the provisions aimed at delivery of the assets being checked under the conditions agreed, being able to issue the relevant instructions for the purpose, that the Concession Holder shall be bound to fulfil.

The assets assigned to the concession that are to revert to BEAZ may not be subject to embargo.

10.2. Guarantee term.

A two year guarantee term is established, under the terms set forth in Paragraph 8.9 of the PPT.

The guarantee term established, as appropriate, shall be counted from the date of reception or approval. Once it elapses without objections by BEAZ, the liability of the Concession Holder shall be extinguished.

If existence of flaws or defects in the state of conservation and operation of the premises were to be proven during the guarantee term, the contracting body shall be entitled to claim for the Concession Holder to correct these.

Once the guarantee term has concluded without BEAZ having formalised any such objections or reports stated in the preceding paragraphs, the Concession Holder shall be waived liability due to the service provided.

B) Cancellation of the contract.

10.3. Causes of cancellation.

The causes of cancellation of the contract are those foreseen in this specification, in Articles 211 and 294 of the LCSP and in the Civil Code.

Likewise, the following constitute cases of breach of the essential obligations of the contract, that may give rise to its termination:

a. Unjustified ceasing to provide the service.
b. Failure to commence the preparatory actions to start up the IECB, as well as actually failing to start it up, or failure to open the successive phases of implementation of the IECB, when there is no justified cause or obstacle to prevent such.
c. Suspension of the service for a time exceeding one month, when this is for a reason for which the concession holder is responsible.
d. Breach of the commitments of collaboration and making the international entrepreneurial centres available to the IECB, as offered in the bid by the Concession Holder and that have been

evaluated and with points granted.

e. Failure to provide the services for users comprising the object of the contract, under the terms established in these specifications, in the bid filed by the Concession Holder and in the other contractual documents.
f. Undue refusal to fulfil the instructions, orders or requirements agreed by BEAZ, in cases and with procedures foreseen in this specification, when this is classified as a very severe offence.
g. Committing a very severe offence due to having committed more than two severe offences.
h. Quitting the concession.

In the cases of letters a) to g), as well as the other general causes of termination of contract for reasons due to the Concession Holder under the LCSP, BEAZ may opt to impose the penalties foreseen in Paragraph 9.10 of this PCAP or for termination of the agreement.

In the cases of letters h), BEAZ may impose the penalty foreseen and terminate the contract.

In cases in which the concession is terminated due to culpable breach by the concession holder, the guarantee shall be seized and it must also compensate BEAZ for the damages and losses caused in the amount exceeding the amount of the guarantee seized.

Moreover, in all cases of termination, the Concession Holder must reimburse the existing difference, as appropriate, between the higher price received by the Concession Holder up to that moment, pursuant to the distribution of annual amounts set forth in its bid for Phases 1, 2 and 3, and distribution of standard annual amounts established in the "MODEL FOR DISTRIBUTION OF THE PRICE IN ANNUAL AMOUNTS" of point 2 of paragraph 9.6.2.1 of the PCAP, for those Phases 1, 2 and 3. This obligation to return shall not affect the price received, as appropriate, in Phase 0, or for the item of Furniture. If the price received up to that moment for Phases 1, 2 and 3, pursuant to the distribution of annual amounts contained in the bid by the Concession Holder, is lower than the standard distribution of the "MODEL FOR DISTRIBUTION OF THE PRICE IN ANNUAL AMOUNTS", the Concession Holder shall not be entitled to the difference.

With regard to application of the causes of cancellation and their effects, the terms established in this sheet shall apply, and those of Articles 212, 213 and 295 of the LCSP and the Civil Code.

11. Assignment of contracts and subcontracting.

11.1. Assignment of the contracts.

Subjective amendment of the contract shall be possible by contractual assignment within the following limits and requisites:

11.1.1. Limits.

1. The rights and obligations arising from the contract may be assigned to a third party by the Concession Holder as long as:

a. The third party fulfils the technical or personal requires of the assignor that were the decisive reason for awarding the contract, under the terms established in the following point of this section, and

b. The assignment does not cause effective restriction of competition on the market.

2. Without prejudice to the terms established in paragraph 2, letter b) of Article 214 of the LCSP, assignment to a third party may not be performed when that causes a substantial alteration of the characteristics of the Concession Holder, if these constitute an essential element of the contract so it may be assumed that management and direction of the IECB does not adequately fulfil the objectives of encouraging entrepreneurial activities, positioning, uniqueness and internationalisation it seeks.

3. Assignment of shares or stakes in the concession holding company that amounts to an effective change of control in its management bodies and, in all cases, that amounting to assignment of 51 per cent of the shares or stakes, shall be considered a case of assignment of the contract for the purposes of this paragraph. It shall require prior authorisation by BEAZ under the terms of letter a) of the following number of this section and fulfilment of the other requisites established in letters b), c) and d) by the concession holding company arising from assignment of shares or stakes.

11.1.2. Requisites.

In order for the Concession Holder to be able to assign its rights and obligations to third parties, the demand of the following minimum requisites detailed below is established:

a) That BEAZ previously and specifically authorise the assignment. The term to notify the resolution on the application for authorisation shall be two months from the moment when the Concession Holder provides BEAZ all the necessary documentation to assess the characteristics of the assignment and the assignee, as well as the documentation that BEAZ calls for the Concession Holder to produce due to considering this relevant for those purposes. Once that term has elapsed without a specific authorisation from BEAZ, one may understand that the authorisation has been refused.

b) That the Concession Holder-assignor has performed operation of the service for at least one fifth of the term of the contract. This requisite shall not be applicable if the assignment takes place when the Concession Holder is bankrupt, even though the liquidation phase has not commenced, or if it has notified

the competent court to declare receivership that it has commenced negotiations to reach a refinancing agreement, or to obtain adhesions to an early proposal of settlement, under the terms set forth in the insolvency legislation.

c) That the assignee has capacity to enter into a contract with BEAZ and that do not incur a cause of prohibition to contract.

That the concession holder has the following solvency according to the phase of execution of the contract:

d.1) Economic or financial solvency:

If the assignment is proposed once Phase 2 of implementation of the IECB has commenced, or prior to its commencement, the same economic or financial solvency required of the Concession Holder assigning in this specification, that is, an annual turnover of a minimum amount of € 1,500,000 (excluding VAT), in the year with the largest turnover in the last three (3) concluded prior to the assignment being proposed.

If the assignment is proposed once Phase 3 or subsequent ones have commenced, or prior to commencement, minimum annual turnover amounting to € 3,000,000 (excluding VAT), in the year with the largest turnover in the last three (3) concluded prior to the assignment being proposed.

d.2) Technical or professional solvency: the same required of the Concession Holder in this sheet, whatever the implementation Phase at which the assignment is proposed.

e) That the assignment be formalised between the awardee and assignee in a public deed.

11.1.3. Subrogation of the rights and obligations.

The assignee shall subrogate all the relevant rights and obligations of the assignee.

11.2. Subcontracting.

11.2.1. Possibility to subcontract.

The main management and direction services of the IECB may not be subcontracted, due to these constituting absolutely personal tasks that were decisive in granting these to the awardee Concession Holder.

Subcontracting may apply to the remaining features of the contract that are considered accessory.

11.2.2. Subcontracting conditions.

Subcontracting arrangements for services that may be subcontracted, if the Concession Holder stated its intention to subcontract in the bid, shall be subject to the following requisites:

1. The Concession Holder must provide written notice to the contracting body, within the term included between awarding the contract and commencement of its execution of:

a. The part of the service it intends to subcontract.
b. The identity, contact data and legal representative or representatives of the subcontractor.
c. Sufficient justification of the fitness of the subcontractor to perform the service. This is with reference to the technical and human elements it has available and its experience, proving that the subcontractor does not incur a prohibition to contract pursuant to Article 71 of the LCSP. In the event of the subcontractor having the adequate classification to perform the part of the contract subject to subcontracting, notification of the circumstance shall be sufficient to prove its fitness.

Proof of the subcontractor's fitness may be provided immediately after entering into the subcontract if this is necessary to attend to an emergency situation, or when urgent measures must be adopted, if this is duly justified.

2. The principal Concession Holder must notify the contracting body in writing of any change to this information during performance of the principal contract, with all the necessary information on the new subcontractors.

3. Subcontracts that do not comply with the terms stated in the tender, due to:

a. being entered into with different companies to those stated by name in the bid, or
b. due to referring to parts of the service other than those stated therein, may not be entered into until twenty days have elapsed from issuing the notification and providing the justifications referred to in point 1 of this section, except when they have previously been specifically authorised, as long as BEAZ has not notified objection to them within that term.

This regime shall also be applicable if the subcontractors have been identified in the offer by description on their professional profile.

11.2.3. Infringement of the conditions.

Infringement of the conditions established in the preceding section to proceed to subcontracting, as well as failure to prove the subcontractor's fitness or the circumstances that gave rise to the emergency situation, or those that make it urgent to subcontract, shall have, among others, those foreseen in the LCSP, and according to the repercussion on performance of the contract, some of the following consequences:

a) Penalising the Concession Holder with a penalty of up to 50 per cent of the amount of the subcontract.
b) Termination of the contract, as long as the requisites established in paragraph two of letter f) of paragraph 1 of Article 211 of the LCSP are fulfilled.

11.2.4. Subcontractors' obligation to the principal Concession Holder.

The subcontractors shall be only bound tot he principal Concession Holder, that shall bear all the responsibility for performance of the contract before BEAZ, strictly pursuant to the particular administrative specification sheets or descriptive document, and the terms of the contract, including fulfilment of the obligations on environmental, social or labour matters stated in Article 201 of the LCSP.

11.2.5. Documentation to be sent to BEAZ.

Once the subcontracting is processed pursuant to the rules established in Article 215 of the LCSP, once authorisation is given, the contract manager shall send the Contracting Service the following documentation:

a. Identification of the subcontractor and percentage of the subcontract in relation to the amount awarded.
b. Documentation to prove the subcontractor's skill.
c. Affidavit by the subcontractor that it does not incur any of the causes of prohibition to contract with the Administration pursuant to the terms set forth in Article 71 of the LCSP.
d. Documentation to prove that the subcontractor is up-to-date with its tax and Social Security obligations.
e. Contractual document between the awardee and subcontractor that states the form and terms of payment to the subcontractor.

11.2.6. Payments to subcontractors and suppliers.

The Concession Holder is bound to pay the subcontractors and suppliers the price agreed under the terms and conditions set forth in Article 198 of the LCSP that may not be more unfavourable than those foreseen in Act 3/2004, of 29th December that establishes the measures to combat delayed payment in commercial operations.

The terms shall be calculated from the date when acceptance or verification of the assets by the principal Concession Holder takes place, as long as the subcontractor or supplier has delivered the invoice within the legally established terms. The acceptance must be provided within the maximum term of thirty days from delivery of the assets or provision of the service.

Before or after their acquisition, the subcontractors may not validly renounce the rights they are recognised under Article 216 of the LCSP, without Article 1,110 of the Civil Code being applicable in this regard.

11.2.7. Checking the payments to the subcontractors or suppliers.

BEAZ may have the contract manager check strict settlement of the payments the awardee Concession Holder has to pay all the subcontractors participating in the contract. To that end, when asked by the contract manager, the awardee Concession Holder shall send:

a. a detailed list of the subcontractors that participate in the contract when it formalises their participation;
b. the subcontracting conditions that are directly related to the terms of payment;
c. receipt for settlement of the payments to the subcontractors, after conclusion of the service within the terms of payment legally established in Article 198 of the LCSP and in Act 3/2004, of 29th December, that establishes measures to combat delayed payment in commercial operations.

12. Intellectual, industrial and commercial property

The Concession Holder shall have no further right to use, exploitation on display of the elements of intellectual, industrial or any other kind of property directly or indirectly related to BEAZ and the Bizkaia International Entrepreneurial Centre, or any future name or brand it may adopt, that is specifically recognised in this clause.

The Concession Holder shall only be entitled to use the corporate image of the Bizkaia International Entrepreneurial Centre for the following purposes: for diffusion and commercialisation of the services by the IECB itself, as well as inclusion of that image within the portfolio of its activity related to international entrepreneurial centres.

The corporate image of the Bizkaia International Entrepreneurial Centre, through isotypes, logotypes, images and representations of all kinds, on any kind of media, shall permanently and visibly display the institutional image of BEAZ or that BEAZ has from time to time, without prejudice to the Concession Holder also being able to link its own corporate image to that of the Centre.

Without prejudice to the communication and diffusion strategies implemented by the Concession Holder,

BEAZ may place panels, luminous signs or brochures on the premises, or any other media with content aimed at communicating any activities related to the IECB and the rest of its initiatives to encourage international ventures.

The Concession Holder authorises BEAZ to use the image of the premises as well as the intellectual property rights related to the establishment for commercial and advertising purposes of BEAZ and the IECB.

The Concession Holder shall be held liable for all claims regarding the intellectual, industrial or commercial property of the materials, procedures and third-party equipment used by it in performing the contract, and it must compensate BEAZ for all damages and losses that may arise from claims filed for such reasons, including the expenses that may eventually be claimed against BEAZ.

In Bilbao, on 27th May 2020

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Signed: Olatz Goitia Urquiaga
General Manager in BEAZ S.A.U.