



# EDPR

Technical Specification

## General Contract Conditions

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Creation	Revision	Approval
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Ed.	Date	Revised Sections
v.8	July 2019	Wording updates in Clauses 1, 2 and 3 ; Content updates and new: Clause 3.13; Clause 3.17; Clause 3.18; Clause 3.20 ; Clause 3.21; Clause 3.28; Clause 3.29; Clause 3.30; Clause 3.31; Clause 3.33; Annex 1 (Bank Guarantee template). New Annexes: Quick Suppliers Sustainability Guides; Disciplinary and Sanctioning Regime of EDPR; Code of Ethics EDPR; Code of Ethics EDPR; Data Access Agreement

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**1.- Object**

The object of this Technical Specification is to establish the general requirements (further referred to as the General Conditions) that the Contractors must fulfil for the execution of work or provision of services to be rendered in Italy contracted by any company of the Group EDP Renováveis, SA -EDPR Group- (further referred to as The Client).

The scope of this Technical Specification does not include employment contracts made with Temporary Employment Agencies, which shall be object of a specific Technical Specification

**2.- Scope**

The approval of the Contractor is a necessary requirement for procurement and may be obtained either by registering the Contractor in the Client's Suppliers Database or by means of an internal assessment procedure.

These General Conditions are to be attached to the Requests for Proposal placed by the Client, for contracting works and/or services, and they shall be applicable to any subject that is not expressly provided for in the Contract or in the documents that complement it.

Any conditions to be proposed by the Contractor (or that could be considered tacitly implied in the course of the negotiation, or in the standards, procedures or traditions) contrary to these General Conditions, will be considered excluded.

Any exception to these General Conditions shall only be applicable and valid if it is previously established in writing and it includes the Client's express agreement.

**3.- Methodological Development**

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The offers must be valid for at least 90 (ninety) days after the end of the period for offers presentation.

If, after receiving the request for proposal, the Contractor decides not to present a proposal, it shall notify the Client, within a maximum of 3 (three) days and it shall return all documents annexed to the said quotation request within the same time period.

The presentation of a proposal by a Contractor to the Client implies, in case of being awarded the Contract, the acceptance of these General Conditions which shall become an integral part of the said Contract. The Client shall not accept any variations to these General Conditions or any other document which shall become an integral part of the Contract.

The Client is not bound to accept any bid or proposal and reserves the right to exclude any bid or proposal.

**3.2. Award**

The award shall be made by means of a contract (further referred to as the Contract) which can be a written request, a written approval of a quotation, a specific contract or a framework contract, including all the documents that are expressly referred to as an integral part of it.

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**3.3. Compliance with norms and provisions**

The Contractor shall arrange and maintain all the final licences, permits and authorizations required for fulfilling the Contract, which shall include, for example, all building warrants and planning permissions required for the construction works, the transportation permits, approval of the facilities and systems, machinery approval, equipment tests, etc.

The Contractor shall pay the fees, taxes and expenditures that may arise from obtaining and maintaining the licences, permits and/or authorizations referred to above, even when obliged by law to require those on behalf of the Client.

The Contractor shall strictly comply with all laws, orders and rules, which may apply to the operations of the Contractor during the execution of the works or provision of the services included in the scope of the Contract. Furthermore, the Contractor hereby indemnifies and holds harmless the Client and its employees and representatives from any liability arising from noncompliance due to the Contractor's actions or omissions, [save to the extent that noncompliance is caused or contributed to by an act or omission of the Client or its employees].

**3.4. Knowledge of the site and complementary documents**

For those cases when the execution of the works or the provision of the services is carried out in identified and determined physical areas, it shall be considered that the Contractor has examined the site in order to get to know its conditions.

The Contractor accepts the conditions of said areas and, after the awarding of the Contract, no price increase shall be admitted or any extension of time given to the date for completion of the works, in any case, to correct errors in the works' or services' cost estimate or programme due to the site's conditions.

Furthermore, the Contractor declares that it is aware of the contents of all the documents, plans, specifications and provisions included in the Contract, regarding the performance and/or execution of the contracted work or provision of the contracted service.

**3.5. Subcontracting**

For works or services to be executed under the Contract, the Contractor is only allowed to subcontract to the companies included in the list of approved sub-contractors and of works or services to be subcontracted approved by the Client, annexing these to the Contract.

Otherwise, the Contractor is not allowed to subcontract, either totally or partially, the execution of the works or the provision of the services that are the object of the Contract without the previous express approval in writing by the Client. In seeking approval of the Client, the Contractor shall inform the Client about the main data and characteristics of the subcontractor, about the technical scope of the works it is supposed to carry out, as well as about the bid made by the subcontractor.

The authorization granted by the Client to the Contractor to subcontract any work related to the Contract or order does not imply the establishment of any bond or contractual relationship between the Client and the subcontractor, and the Contractor shall always be responsible for all the activities of said subcontractors.

The Contractor is obliged to inform its subcontractors about the conditions of the Contract and to send the Client, if it so requires, a copy of the sub-contract signed by both of them including that information.

The Contractor shall always be liable for all actions of its subcontractors, as well as for the obligations taken in the execution of its works, regardless of their type.

The Client shall not be liable to any subcontractor, or its personnel, for any complaint arising from the Contract and the Contractor must provide an express renunciation in writing by the subcontractor to any right to claim from the Client any amount owed by the Contractor to the subcontractor.

### **3.6. Industrial property**

The Contractor assures the Client that it has the required patents, licences and, generally, all other intellectual property rights required for carrying out the Contract. Otherwise, the Contractor shall be responsible for obtaining the necessary assignments, licences, permits and authorizations required from the owners of any intellectual property right that are required to enable it to perform the Contract.

The Contractor will indemnify and hold the Client free from any liability in relation to any claims that may be presented by third parties regarding the infringement of their intellectual property rights as a result of the execution of the works or the provision of the services under the Contract.

All drawings, Plans and Specifications provided by the Client to the Contractor for carrying out the works, as well as the inventions, patents, utility models and other intellectual property rights that arise or that may arise from any documents provided by the Client to the Contractor for carrying out the Works, shall be considered as belonging to the Client.

The Contractor grants to the Client an irrevocable, non-exclusive, royalty free licence to use, copy and reproduce all drawings, reports, specifications and other documents produced or to be produced by or on behalf of the Contractor in the carrying out of the works and/or services under the Contract which licence shall be freely assignable.

### **3.7. Brand and image**

The Client is the sole holder of the brands edp renovaveis in all their forms, trade names, logos, corporate signs and/or graphic images.

For the purposes of fulfilling the Contract, the Contractor is allowed to use the brand edp renovaveis for the material for which it is granted express approval and according to the conditions established in the Contract, in the Manual for Collaborative Companies and the guidelines provided by the Client at any time. The expenses arising out of the use of the brand and image of edp renovaveis shall be borne by the Contractor.

The use of the corporate symbols and image of the brand edp renovaveis by the Contractor, for the provision of the contracted services and/or the execution of the contracted works, shall not imply, in any situation, that the Client is the employer of any employee or subcontractor of the Contractor and the Contractor shall free, relieve and indemnify the Client from and against any damages, losses, costs and expenses arising from any claim relating to any assumption that the Client is the employer.

The Contractor shall instruct the employees assigned to provide the contracted services about the conditions for the use of the corporate brand and symbols of the Client.

The Contractor shall be directly responsible for the good image of edp renovaveis, used for the fulfilment of the Contract, being under the obligation to maintain in good condition all the material displaying the said brand, at its expense, and if necessary to provide the required maintenance.

The Contractor shall indemnify edp renovaveis for any damage or loss caused to it by non-compliance with the guidelines about the brand and image included in the Contract or provided by the Client.

The Client reserves the right to revoke the authorization granted for the use or change the conditions of the use of its brand, logos and/or any of the corporate symbols which it owns, at any time by means of a simple written communication to the Contractor, and shall be responsible for the reasonable costs incurred by the Contractor as a result of such decision as long as these are reasonably incurred and properly verified.

Unless otherwise agreed, the authorization for the use of the brand edp renovaveis shall be valid for the duration of the Contract; after its term, the Contractor shall immediately stop using them, providing for their removal and destruction or, if so required, return them to the Client.

In addition to all the above mentioned, if the contracted services are to be supplied by phone, the Contractor shall adapt to the sales [pitch/methodology], communication protocols and customer phone service provided by the Client.

### **3.8. Quality control, inspections and tests**

The Contractor shall carry out the works or services in a good and workmanlike manner and using the skill, care and diligence that may reasonably be expected from a competent and qualified contractor carrying out works or services of similar size and scale to those that are the subject of this Contract and shall comply with all the quality control conditions that the Client has implemented for works and services.

The Client and its representatives are allowed to inspect at any time the execution of the works or services, as well as the worksite or workshops, where it manufactures, assembles or stores the materials or equipment meant to be used for the contracted works or services, with the purpose of inspecting their manufacturing, assembly or storage procedures.

Besides the test or trials established in the contract, the Contractor shall out all the trials required by the regulations or laws in force or by good practice standards.

All the costs deriving from the inspections and tests carried out and, if applicable, all the repairs that prove to be necessary are to be borne by the Contractor, including the travel expenses of the Client's personnel, in case the tests or inspections need to be repeated for reasons not attributable to the Client.

The approval by the Client of the tests and trials carried out by the Contractor does not exempt the Contractor from any liability.

### **3.9. Technical management and supervision of the works**

The Contractor shall be in charge of the management of the works carried out or the services provided, being solely responsible for these, and without prejudice to any control, supervision or surveillance activities which the Client may choose to carry out.

The Contractor shall inform the Client every two weeks about progress of the work and, in particular, about all incidents related to it, and will report, immediately and in writing, any suspension of the contracted works or contracted services, whether total or partial.

The Client may require, at any time, the documents and data that the Client may consider necessary for obtaining comprehensive information about the execution of the contracted works or the provision of the

contracted services. The Contractor shall provide these documents in paper and digital formats and according to the layout required by the Client for each case.

The Contractor shall provide to the Client the daily work reports, signed by the designated Person in Charge, including all the information and using the supports and formats required by the Client at any time (Work Order, execution date, professional category etc.) and it shall be responsible for providing accurate and truthful information.

### **3.10. Orders for changes**

The Client is allowed to propose, at its discretion, all changes in terms of the form, quality or quantity of the works or the services, which it deems necessary.

In turn, the Contractor is allowed to propose any variation in the scope of the works, which may be necessary for the good performance of the works, and this must be approved by the Client in writing, otherwise, the Contractor may not carry out the said changes.

The changes referred to in the previous sections shall be put in writing by means of the document "Order for Change", which shall include the scope, content, economic valuation and timetable, and shall be approved by both parties. Notwithstanding that, the Client reserves the right to order the execution of the said changes according to the Contractor's prices per hour set forth in the Contract or, if not included there, in the Contractor's Proposal.

Under no circumstance shall the execution of said changes alter the milestones calendar, which shall be strictly complied with by the Contractor, unless otherwise established in the Order for Change.

### **3.11. Suspension of the works and services**

The Client may order the suspension of the works or services, completely or partially, by means of an express suspension order that the Contractor shall be obliged to comply with, in the following cases:

- 1 If the Contractor is carrying out the works in a defective or inadequate way, or if the works or services are not being executed in accordance with the provisions of the Contract and its annexes.
- 2 If the means and methods used by the Contractor are not adequate for ensuring the correct provision of the services and/or execution of the works, in accordance with the required safety standards, in order to prevent damage to people and goods.
- 3 If the means and methods used by the Contractor are not adequate for ensuring that the works or services, are executed in accordance with the quality requirements defined by the Contractor .
- 4 If the Contractor does not comply with the orders given by any competent authority in relation to the performance of the Contract.

If any of the above circumstances occurs, and following previous and express request by the Client, the works or services must be immediately suspended until the circumstances that gave rise to the suspension are corrected. In any case, all costs arising from that circumstance shall be borne by the Contractor

Notwithstanding that, the deadlines and milestones established in the Contract and its annexes shall not be extended and the Contractor shall continue to be obliged to comply with them.



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**3.12. Guarantees, securities and liquidated damage****3.12.1. Guarantees**

The Contractor warrants to the Client that the works and/or services are correctly performed, in accordance with the provisions of the Contract and with all specifications and plans included, or that come to be included afterwards, and with the deadlines defined in them; it warrants as well that the work and services shall be free of defects.

In addition, the Contractor warrants to the Client that the materials, equipment and components provided by it comply with the agreed specifications and the required norms and regulations, are adequate for their purpose or use, have the required quality level and have not been used.

The guarantee period for the contracted works or services shall be that indicated in the Contract; or, if not included there, it shall be eighteen (18) months after the date of the works' provisional acceptance certificate provided to the Client; or it shall be twelve (12) months from the beginning of the operation or normal use of the site/facilities by the Client, whichever occurs first.

During that period, the Contractor shall carry out repairs or replacements of the facilities, equipment or any parts thereof that show any defect, failure or anomaly in terms of design, materials, workforce, manufacture, operation or performance as a result of the works or services not having been performed in accordance with this Contract notified to it by the Client. The Client shall in its discretion decide when repair or replacement is required.

The abovementioned repairs or replacements shall be carried out as soon as possible, by the Contractor, without interfering with the other works, services or the normal activity of the Client or, if that is not possible, with the minimum inconvenience, whether in terms of delays, interference with other works or unavailability of the facility. The Contractor shall bear all costs incurred in order to fulfil this guarantee, such as disassembly, transportation, assembly of equipment or elements and any other costs.

If the Contractor does not, within a reasonable time, diligently comply with the obligations arising from this guarantee, the Client is entitled to, at its discretion, correct said flaws, whether directly or by means of a third party; the costs arising from that shall be borne by the Contractor

The guarantee period for the works or materials that need to be provided again, replaced or repaired in the abovementioned terms, shall have the same duration as the previous guarantee, starting from the date of their execution, replacement or repair.

**3.12.2. Bank guarantee**

At the Contract's signature date, the Contractor shall provide the Client with a first-demand bank guarantee for 10% of the total price of the Contract, in accordance with the template included as Annex 1, as a guarantee for the full compliance with the obligations and liabilities arising from it.

The guarantee shall be issued by a UK financial institution approved by the Client and shall be valid until the deadline of the guarantee period for the contracted works or services.

If, following a variation to the Contract, a contract price increase is agreed, the Contractor shall provide the Client with an additional or replacement guarantee (with the purpose of guaranteeing 10% of the Contract's final price), within 20 days following the date of agreement to the increase.

If, for the duration of the Contract or its guarantee period, the Client makes any claim or claims on such guarantee, the Contractor shall restore the guarantee's total value, under the previous terms and within a maximum period of 15 days following the requirement made by the Client for those purposes.

### **3.12.3. Liquidated Damages**

Subject to condition 3.27 of these General Conditions, non-compliance by the Contractor with the execution or delivery deadlines (whether total or partial) as established in the Contract, shall lead, unless otherwise agreed, to liquidated damages of 1% of the Contract's total amount, per week or as otherwise agreed, up to an aggregate maximum of 10% of the said total price being borne by the Contractor and regardless of whether there is one or several delayed instalments.

In case there are defects, anomalies or breakdowns in the facilities, materials or equipment (whatever their cause), both in terms of their manufacture and availability, the Client shall be entitled to apply liquidated damages equal to the amounts referred to above, for each full week that elapses [until the required repair or replacement has been started]. This period shall begin on the date when the Client informs the Contractor of the said breakdown or defect.

If it is not possible to correct the existing defects or anomalies and the equipment's or the contracted items' performance or availability level is below the one guaranteed, the Contractor shall pay to the Client the compensation agreed upon in the Contract.

### **3.13. Economic conditions**

#### **3.13.1. Price and payment terms**

The price of the Contract includes all items required to perform the Contract, with no exceptions other than those expressly excluded from it and accepted by the client.

The prices included in the Contract are final and fixed and cannot be revised for the duration of the Contract, unless expressly agreed otherwise in relation to a variation of the Contract.

Unless otherwise established in the Contract, the maturity date of the invoice issued by the Contractor shall be 60 days starting from the invoice entry date in the Client's Purchase Directorate Register or the invoice entry date of any re-submitted invoice as referred to below. Without prejudice to the above-mentioned, the Client reserves the right to return the invoice to the Contractor if it omits any of the data that is referred to in section 3.13.2 of these General Conditions that is legally required or that is necessary for tax purposes, or in case the works or services provided are not compliant. This return shall render invalid the previously registered entry date of the invoice.

The payment of the invoice shall be made by means of a bank transfer on the 5th or 20th day of the month following the maturity date of the invoice. In the event that the Client fails to make payment of such invoice by such 20th day, the Client shall be liable to the Contractor for interest at [2 ]% above the Royal Bank of Scotland plc base rate from time to time until payment. [If the Client fails to pay the Contractor in full subject to any notice referred to below, by such 20th day of the month, and such failure continues for 7 days after the Contractor has given to the Client written notice of his intention to suspend the performance of his obligations under the Contract and the ground or grounds on which it is intended to suspend performance, the Contractor may suspend such performance until payment in full occurs.

Notwithstanding the foregoing, not later than 5 days before the final date for payment the Client may give a written notice to the Contractor which shall specify any amount proposed to be withheld and/or deducted from the amount due in terms of the invoice, the ground or grounds for such withholding and/or

deduction and the amount of withholding and or deduction attributable to each ground. Such notice shall also constitute written notice to the Contractor specifying the amount of the payment proposed to be made, to what the amount of the payment relates and the basis on which the amount was calculated. For the avoidance of doubt, the Client shall be entitled to serve just one notice on the Contractor in terms of this clause.

In any case, all payments made before the provisional acceptance or handover of the works shall be considered as payments to account and shall not, at any time, imply any acceptance by the Client of all or any part of the works or services.

### **3.13.2. Structure of the invoices**

The invoices shall be issued within the established deadlines or in compliance with the milestones that the Parties expressly agree upon in the Contract, and shall be sent in duplicate to [the Management of the Business Unit] of the Client which requested the contracted services and/or works.

The invoices, like the construction certificates, shall include the document number (Contract, Request, Quotation Approval or Execution Order) and its structure shall reflect the breakdown of the costs of the contracted services and/or work.

For proforma and/or commercial invoices to be accepted, the Contractor must provide to the Client the daily work report, construction certificate or any document required at any given time, duly filled in.

### **3.14. Transfer of ownership and risk**

Unless otherwise provided for in the contract, the ownership of the works, facilities, equipment and/or materials supplied by the Contractor shall be transferred to the Client , free from charges or encumbrances, at the time of their payment or when these are delivered at the Client's premises, or at the execution site of the contracted works or services, whichever is earlier, and without prejudice to the Client's right to refuse to accept those works, facilities, equipment and/or materials for any reason.

Regardless of the date of the ownership transfer of the works, facilities, equipment or materials, the transfer to the Client of all the risks associated to those, with no exception, shall be in effect from the [date of delivery or] / [provisional acceptance of] the Works.

### **3.15. Delivery conditions**

The delivery of the materials shall take place at the time and place agreed upon in the Contract, under DDP terms as per Incoterms 2000.

### **3.16. Organization of the human and material resources**

The Contractor is responsible for the provision of all personnel required to perform the Contract.

The Contractor shall have the contracted works executed and/or services provided by personnel that have the required training, experience or qualifications for the proper execution of the contracted services or works; it shall provide a professional history of said employees upon request by the Client.

The Contractor shall inform the Client about any changes in the personnel assigned to the performance of the Contract, as well as about any other circumstance that may affect completion of the Contract.

The Contractor shall be exclusively in charge of work organization, task assignment and employees' control, as well as of any other general activity related to the management of the contracted services; and it shall assign one person to be in charge of the personnel technical organization and management, who shall be responsible for service development as well as for the relationship with the Client.

The Client may require removal of any personnel engaged in performing the Contract at its discretion.

When the Contractor performs the Contract in whole or in part at the Client's or a third party's worksites, the Contractor's employees shall leave the facilities and items used clean and in good order; this is to be done immediately after completion of the work corresponding to each activity or location or on a daily basis for work carried out during several days.

The Contractor shall collaborate with the other companies, personnel or entities which the Client may assign for the performance of other tasks in the same worksite. This collaboration shall not imply, under any circumstance, a price change or a revision of the completion deadlines provided for in the Contract. Without prejudice to the foregoing, the Contractor shall comply with its obligations under the Construction (Design and Management) Regulations 2007 ("CDM Regulations") to the extent to they apply to the works or services under the Contract with regard to interface and liaison between and among contractors.

The Contractor shall provide all documents referring to its personnel, the company and health and safety, specified in Annex 5. The Contractor shall also report to the Client any entrants and leavers from among the employees assigned for the provision of the services and/or the execution of the works, as well as other changes that may affect the normal execution of the contract, attaching all documents that justify said changes.

The personnel of the Contractor and its subcontractors shall submit to the identification, site safety and security rules defined by the Client.

In case the work is carried out at the Client's facilities and, as a result of its duration or nature, number of assigned workers or regulatory demands, it is necessary to install toilets, showers, changing facilities, storage areas for combustible materials, small-size spare parts, tools and others, the Contractor shall provide for that at its costs on the site made available by the Client for those purposes.

The Contractor shall provide to its employees the tools, utensils, resources, safety equipment and, in general, all the material required for the execution of the contracted works and services, bearing all costs related to their purchase, maintenance and replacement. In exceptional cases, the Client may provide the Contractor with equipment required to perform the Contract, subject to the price and the other conditions included in the Contract, for that purpose.

### **3.17. Employment and social obligations. Risk prevention**

#### **3.17.1. Employment and social obligations**

The conditions of employment and disciplinary rules of the Contractor's employees are its sole responsibility, and it shall be responsible for managing and directing its own employees and complying with its employment obligations, according to all applicable laws and regulations. In no circumstances will the Client have any responsibility for the acts or omissions of any employees, contractors or agents used by the Contractor in performing the Contract and no employment relationship.

The Contractor shall hold the Client harmless from the consequences it may suffer resulting from any action, claim or proceedings arising as a result of non-compliance with any employment obligation. The

Client may set off any costs, losses etc. suffered or incurred or that it reasonably estimates it may suffer or incur under this clause 13.17 against any accrued amount due to the Contractor.

### **3.17.2. Health and Safety**

The Contractor shall adopt all measures required to comply with the rules in force in terms of Occupational Health and Safety. As a consequence of this engagement, the Contractor shall undertake the implementation of the necessary actions to mitigate the risks related to their activities, plan the necessary corrective and preventive actions, provide training and information about risks to its workers and follow the standards, procedures and rules provided by the Client. Without detriment to the foregoing, the Contractor shall comply with its obligations regarding cooperation and coordination between contractors demanded by law.

The Contractor is responsible for the Health and Safety of the all employees, both its own and its Subcontractors, working in the scope of the Contract execution.

The Contractor shall provide evidence to the Client, according to the contractual terms or whenever requested to do so, of the following points:

- That, when carrying out its activities in a worksite belonging to the Client, the Contractor has taken into account the information received from the Client regarding occupational risks identified at the worksite, both during the assessment of the activity risks and the planning of its preventive actions.
- That the Contractor is executing the Contract observing the local rules and regulations.
- That, prior to the commencement of the works, the Contractor has provided to its workers adequate training about the risks of the work that they shall perform. Also, workers have to be informed Health and Safety measures regarding that work, the protective equipment to be used and the measures to adopt in emergency situations.

When the Contractor shares the same worksite with one or several companies, it shall comply with the duties of co-operation and liaison and should appoint a Safety Coordinator, if required by the country's CDM (construction, design and management) Regulations.

Whenever there is an incident in the execution of the works, in addition to complying with the country's standard procedure, the Contractor shall report it to the Client immediately, under the terms of the Technical Specification TS/103 "Contractor's Incident Communication" complying with its provisions in terms of reporting and inquiry .

The Client shall supervise the application of the Health and Safety rules and requirements, and that shall not exonerate the Contractor from its responsibility for complying with them.

Without detriment to the responsibilities taken by the Contractor, if the Client notices any non-compliance with rules referring to Health and Safety , it shall report that fact to the Contractor so that it immediately corrects the flaws identified; if the required measures are not immediately taken by the Contractor to effectively solve the problem, the Client reserves the right to suspend the work, and hold the Contractor responsible for the economic effects of such suspension; despite this, the Client is entitled to resolve the Contract, if the non-compliance circumstances are considered serious enough or are not addressed in due and time manner.

Additionally to this document, that includes general OHS information, the Client may provide a detailed OHS specification applicable for contracted works. The Contractor is obliged to familiarize and accept this specification before the Contract execution.

### **3.18. Tax obligations**

- By signing the request, an approval of a quotation, a specific contract or a framework contract, the Contractor declares that it has no pending tax obligations and agrees to comply with them according to the law for the duration of the Contract, declaring also to be able to provide evidence of that by means of a certificate issued by HMRC or any other appropriate tax authority in the 12 (twelve) months prior to the payment of each invoice. In case the Contractor does not comply with any of its tax obligations, the Client shall be entitled to withhold the payment of any pending amounts, up to an amount that equals the total liability that it reasonably estimates to arise. If the Construction Industry Scheme applies to the Contractor, the Contractor shall comply with the requirements thereof.
- In case the Contractor is non-resident for tax purposes in the UK, it should provide the Client with a valid certificate of tax residence upon the signing of this contract, issued by the corresponding tax authorities, within the meaning of the Double Tax Treaty entered into between the UK and its country of residence.

Should the Contractor fail to provide the above-referred certificate, the Client shall be entitled to withhold the amounts required by the Tax Laws in force.

### **3.19. Environmental protection**

The Contractor shall adopt all necessary measures to ensure strict compliance with environmental regulations.

All maintenance and replacement equipment, temporary installations and surplus materials, as well as garbage, debris, packaging, waste and in general all types of waste shall be removed and managed by the Contractor, or by a duly authorized company paid by the Contractor if the type of waste so requires, as soon as the relevant activities are finished, in a safe and non-contaminating way, leaving the area completely clean and free.

The Contractor shall immediately inform the Client about any environmental incident that occurs during its performance of the Contract, providing a written report describing its scope and causes.

The Contractor shall be responsible for any damage caused to the environment and/or the Client and for any penalty, sentence or complaint that may arise due to non-compliance with its obligations as far as the environment is concerned.

### **3.20. Personal data protection**

The Client, will process personal data provided by the Contractor (in case of natural person and individual company) or, otherwise, of its shareholders, employees or collaborators (to the effects of this clause, Contractor shall include Contractor, shareholders, employees and/or collaborators) or, otherwise, acquired by the Client in the context of the contractual relationship, including the pre-contractual phase.

The Contractor agrees that, prior to the communication to the Client of any personal data concerning each data subject involved in the performance of this Contract, has informed such data subject about the content of the present clause, and comply any other requirements that may be applicable for the correct communication of data to the Client, and all without requiring any additional action in terms of information and consent.

The Client is the data controller of the personal data collected from the Contractor in the execution of the Contract that is processed in compliance with the terms of this privacy notice and the relevant provisions of law. Accordingly, this Privacy Notice applies to all Contractors.

The Client collects the following categories of personal data:

- Personal information of the representatives of the Contractor.
- Power of attorney.
- Identification and contact information (including postal and / or electronic addresses).
- Personal information of the representative who will perform the tasks established in the Contract.
- Data for the management of work-related accidents and sick leaves.
- Proof of payment by the Contractor of social security payments.
- Access Management to company tools, assignment of roles and responsibilities.

The Client processes the personal data of the Contractor for the following purposes:

- a. the execution of the obligations as resulting from the Contract;
- b. the compliance with the applicable national/EU laws (including antifraud laws and money laundering laws) and/or respond to request from public and government authorities;

(the purposes as per letters a) and b) are jointly referred to as "Contractual Purposes")

- c. exercising or defending legal claims in court proceedings or in an administrative or out-of-court procedure, also with regard to credit recovery procedures, also by means of third parties;
- d. complete a potential merger, sale of assets or transfer of all or a material part of its business, by disclosing and transferring the Contractor's personal data to the third party or parties involved in the transaction as part of the transaction;

(the purposes as per letters c) and d) are jointly referred to as "Legitimate Interest Purposes").

The processing of the Contractor's personal data is necessary with regard to the Contractual Purposes as it is essential:

- for the performance of the Contract with regard to the cases as per letter a;

- in order to comply with provisions as provided by the applicable laws as per letter b.

Should the Contractor not provide its personal data with regard to the Contractual Purposes, the Client will not be able to execute the Contract with the Contractor.

The processing of the Contractor's personal data with regard to the Legitimate Interest Purposes is carried out pursuant to article 6, letter f) of the EU General Data Protection Regulation No. 679/2016 (the "GDPR"), for the pursuit of the Client legitimate interest, which is adequately balanced with the Contractor's interest since the data processing is performed within the limits strictly necessary to perform such economic activities. This data processing activity is not mandatory and the Contractor can object to the data processing at any time through the procedure set out below. In such case no data processing will be carried out by the Client, except in case where the Client demonstrates the existence of compelling legitimate grounds for the processing or for the establishment, exercise or defense of legal claims.

Contractor's personal data will be processed both electronically and/or manually, in any case in such a way as to guarantee the security, protection and confidentiality of the data, thanks to appropriate administrative, technical, personnel and physical measures against loss, theft and unauthorized use, disclosure or modification.

For the Contractual Purposes, the Contractor's personal data may be transferred to the following categories of recipients located both within the EU and, within the limits established below, outside of the EU:

- a) third parties service providers entrusted with processing activities that provide services or assistance and advice to the Client, with special - but not exclusive - reference to technology, accounting, administrative, legal, insurance, IT matters;
- b) companies of the Client Group; and
- c) persons and authorities whose right to access personal data is recognized by law, regulations or provisions issued by legally empowered authorities.

For the Legitimate Interest Purposes, personal data may be transferred to the following categories of recipients located both within the EU and, within the limits established below, outside of the EU:

- a) third parties service providers entrusted with processing activities that provide services or assistance also with reference to credit recovery procedures and credit assignments;
- b) companies of the Client Group;
- c) potential purchaser of the Client and the entities resulting from mergers or any other transformation involving the Client; and
- d) competent authorities.

The abovementioned recipients will process personal data as data controllers, data processors or persons in charge of processing, depending on the circumstances.

The Contractor's personal data may be transferred to countries within and outside the European Economic Area. For transfers from EU to countries not considered adequate by the European Commission, the Client has put in place appropriate and suitable safeguards to protect the Contractor's personal data.



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Accordingly, the Contractor 's personal data are transferred in compliance with the requirements and the obligations provided by applicable data protection laws.

For further information with regard to the appropriate or suitable safeguards, the Contractor can contact the Client with the procedure set out below.

Personal data of the Contractor will be stored for the period necessary to fulfil the purposes for which the personal data was collected. In any case personal data collected for Contractual Purposes and for Legitimate Interest Purposes is retained during the provision of the services plus a period of 15 years after the termination or withdrawal from the Contract, except when the detention of personal data is necessary to respond or to file a legal action, upon request of the competent authorities or in compliance with the applicable laws.

The Contractor, at any given time, can exercise rights of access, rectification, deletion, opposition, limitation, as well as the right to the portability of their data, through communication by mail addressed to EDPR-C / Serrano Galvache, 56- Parque Empresarial Parque Norte, Zip Code 28033, Madrid, or by email addressed to: [complianceofficer@edpr.com](mailto:complianceofficer@edpr.com), under the terms established in current regulations. To exercise their rights, the owner must accompany the request with a copy of owner's ID or equivalent document proving his/her identity.

Furthermore, whenever the data subject believes that the Client has breached his/her rights under the applicable data protection legislation, the data subject may file a complaint with the [relevant](#) data protection agency.

In case it is necessary for the Contractor to process the personal data under the responsibility of the Client in order to provide the service, the relationship between the Client and Contractor should be regulated by means of a contract that stipulates the rights and obligations of both parties in relation to the processing of the data. The Contractor is deemed to be the "Processor" for these purposes, meaning the natural or legal person, public authority, service or other body which processes personal data on behalf of the Controller (the Client).

For that purpose, both parties should sign a Data Access Agreement that must cover at least the following aspects:

- Subject matter of the contract.
- Term of contract.
- Nature and purpose of processing.
- Activities of processing.
- Type of personal data processed by the Processor
- Categories of data subjects.
- The Processor's level of criticality to be decided after filing a questionnaire to be provided by EDPR.
- Obligations and rights of the Client and of Processor.

- All necessary technical and organisational measures to be adopted in accordance with the GDPR, by ensuring, in particular, a level of security appropriate to the risk and the protection of the rights of data subjects.

A template of the Data Access Agreement to be signed between the Contractor and the Client is included as Annex 4 to this General Contractual Conditions.

### **3.21. Insurance**

For the duration of the contract, the Contractor shall take out and maintain the following insurance policies:

- Third Party Liability Insurance that covers eventual liabilities incurred by the Contractor and/or its subcontractors, for damages and losses of human or material resources affecting the Contractor and its employees, the Client or third parties, due to or as a result of the performance of the contracted scope of works. This insurance shall be taken out and maintained throughout the term of the contract with an insurance company of adequate solvency.

The required coverages within the insurance shall comprise:

- General Liability
- Employer's Liability
- Cross Liability
- Post Works Liability
- Defence or Civil Liability
- Goods (in the case the scope of works involves the delivery of a final good)
- Material and personal damages, as well as consecutive damages derived from them.
- Damages to pre-existing goods or assets.
- Accidental pollution.

This Third Party Liability Insurance shall, under no circumstances, cover less than the specifications informed in the ET101 'Assignment of Civil Liability limits and Policies. All-risk, construction and assembly' or, alternately, the Side Letter annexed to the Request for Proposal, in cases where the complexity of the work requires specific terms.

- All-Risk Construction and Assembly Insurance (in the case of construction works contracts) covering material damages and/or losses occurred during the construction or assembly works, including material damages to equipment and machinery used during these works. The minimum limit of this general indemnity shall be the value of the contract. This insurance shall be taken out and maintained throughout the term of the contract from the start of works until provisional acceptance by the client and shall comprise the following coverage: all-risk construction and assembly, removal of debris and wreck; machinery and equipment; natural risks; mutiny and civil disturbances; terrorism; extended maintenance;

pre-existing elements (if any) and adjacent elements (if any). This insurance shall grant the Client the option to contract an advance loss of profit coverage (ALOP), if appropriate.

This All-Risk Construction and Assembly Insurance shall, under no circumstances, cover less than the specifications informed in the ET101 'Assignment of Civil Liability limits and Policies. All-risk, construction and assembly'.

- Transportation Insurance (comprising properties transported by air, sea and inland) covering material damages, losses and delays suffer by equipment or materials to be employed in the works or the facility which is the scope of the contract, as long as this equipment or these materials are in transit, during the transport and/or handling (comprising the load and unload of the equipment and/or materials during the arrival and delivery of them). The indemnity amount per transport shall be, as a minimum, the maximum value of the carried goods. Transportation insurance shall be in force until the Client acknowledges the compliance to the equipment and/or materials included in the contracted works or installation. This insurance shall grant the Client the option to contract an advance loss of profit coverage (ALOP), if appropriate.
- Employer's Liability Insurance for all employees (comprising occupational or work injuries and occupational diseases), including temporary and permanent work disability and death, under the conditions determined by the laws in force for each case. The contractor is responsible to ensure that its sub-contractors keep the same coverages in force for their own employees.
- Compulsory Automobile Insurance for transporting goods or people under the contractor and/or sub-contractor responsibility in the conduct of their contractual obligations (whether or not the contractor and/or subcontractor is the owner of these vehicles), and complemented with an additional civil liability.
- Any other insurance or support that the Client could be obliged to take out in accordance with the agreed terms or due to the laws in force emanated by the administrative authorities.

The contracts between the Contractor and its sub-contractors shall include the obligation of the latter to undertake the liabilities assumed by the contractor regarding insurance responsibilities.

The contractor is obliged to request and control that each of the sub-contractors have their insurance policies fully in force, with the proper coverages related to the liabilities referred in this technical specification and also in the standard market practice.

The amounts paid by the insurance companies according to the insurance policies in force shall be used for repairing the caused damages and/or replacing the damaged goods or works, with the exception of the civil responsibility coverage, where the amounts will be paid to the beneficiary.

The Contractor takes on the obligation for the term of the contract to inform the Client about any event that affects the validity and the conditions of the insurance policies in force. In case of event subjected to be claimed, the contractor shall immediately notify the Client, whatever the nature, causes and scope of this event, by sending to the client a written report describing the occurred events.

In case of accident, any difference between the value of the damaged amount and the insurance settlement, regardless this difference is due to the deductibles effect, the insurance limits or lack of insurance coverage, the application of exceptions that are not common market standard, a under-insurance of the damaged goods, the unpaid of the insurance premium, or other circumstances analogous to the ones before, this difference shall be bear by the contractor except if the incident is caused by EDPR.

Before the start of the works and whenever requested by the Client, the Contractor and its subcontractors shall provide documentary evidence of the insurance contracts, contents and validity of the insurance policies mentioned in the previous paragraphs.

In case any company of the group EDPR will be object of a financing operation or any other social or financial operation that obliges it to modify the insurance coverage, or the addition or removal of additional beneficiaries, the contractor shall take all necessary steps to fit this new situation or additional coverage with the insurance company.

The required documentation shall be authenticated by the issuer company or, alternately, with a copy and the hardcopy of the insurance policy, the latter being returned to the contractor after being cross-checked by the Client. These insurance certificates shall establish a 30-day advance notification (or previous notice) about any change or cancellation of the coverage, not allowing any change or cancellation of the agreed terms and conditions throughout the coverage period without the prior consent of EDPR.

All the insurance policies referred above shall be contracted with insurance companies of adequate solvency.

The existence and validity of the insurance policies shall not limit, in any case, about the liabilities that the Contractor should bear according to the laws in force.

### **3.22. Liability**

#### **3.22.1. Pre-contractual liability**

The Client is not responsible for any actions taken or costs incurred by the Contractor in the preparation of its bid.

If the Contractor withdraws or revokes its offer during its validity period (90 days), or after it has been accepted, the Contractor shall indemnify the Client against any damage and loss caused.

#### **3.22.2. Contractual liability**

The Contractor shall be liable to the Client at all times (including after termination of the Contract) for any liabilities, losses, charges, damages, costs, and expenses (including legal and other professional costs and out of pocket disbursements properly incurred) suffered or incurred by the Client arising from a breach of this Contract by the Contractor or otherwise in relation to the subject matter of this Contract (whether in negligence, delict or otherwise) save to the extent that any such liabilities, losses, charges, damages, costs, and expenses (including legal and other professional costs and out of pocket disbursements properly incurred) are attributable to the fault or negligence of the Client.

All damage caused by the Contractor to goods and property as a result of the performance of the Contract, shall be duly repaired by the Contractor who shall bear the costs. The Client may engage a third party to carry out such repairs at the Contractor's cost.

Without prejudice to the above, the Contractor shall not be liable for indirect losses.

The Client is entitled to enforce the bank guarantees provided by the Contractor at any time in order to recover any amounts due to it by the Contractor in relation to the Contract.

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**3.23. Certificate of satisfaction**

The Contractor shall provide to the Client a complete Certificate of Satisfaction, including those by third parties, before the final payment.

If any complaint is made after the final payment, the Contractor shall indemnify the Client against the expenses it may have as result of such a complaint.

**3.24. Confidentiality**

Without prejudice to the Confidentiality Agreement attached as Annex 2, the Contractor shall comply with this clause too.

The Contractor shall not disclose to any third parties, without the Client's previous consent in writing, the conditions under which the Client contracted or will contract the execution of the work or the provision of the service.

Unless otherwise stated in the Contract, all information exchanged between the Parties (both prior to and after the commencement date of the preparation or of the performance of the Contract) shall be considered as confidential and used solely for the purposes of the Contract ("Confidential Information"). Confidential Information shall not be disclosed to third parties by any means - whether oral, visual or in writing - unless previously and expressly authorized by the other party.

Each of the Parties shall ensure that the Confidential Information does not come to the knowledge of any people other than their employees, subcontractors, agents, representatives or consultants, who require such knowledge to perform the Contract. The Contractor shall include this confidentiality obligation in any contracts signed with its subcontractors.

This confidentiality obligation shall not include any documents or information that had already been made public or disclosed to the market. Likewise, this obligation shall not include information required to be disclosed by regulations or by a competent judicial, administrative or other authority, in which case each party shall report the required information to the other in advance of disclosure.

After termination of the Contract, each of the parties shall return to the other party any Confidential Information it may have or, if applicable, shall provide evidence of its elimination, expressly undertaking not to keep any copy of it.

**3.25. Ser Off**

The Client reserves the right to set off any amounts owing at any time from the Contractor to the Client against any amount payable by the Client to the Contractor under the Contract.

**3.26. Assignment of contracts**

The Contractor shall not assign this Contract, totally or partially, without the Client's prior approval in writing. Without prejudice to the above, the provisions of the Contract shall respectively apply and be binding on the successors in title and assignees of the contracting parties.

**3.27. Force majeure**

None of the parties shall be considered responsible for delays in the execution of the works or provision of the services, or for not carrying them out, when this is due to circumstances that are beyond their

reasonable control exercising all due care and attention, namely, war and other hostilities, invasion, act of foreign enemies, mobilization, requisition or embargo, ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, rebellion and civil war, riot, commotion or disorder.

The party affected by a case of force majeure shall report it to the other party, in writing, as soon as possible and never later than three (3) days, from the time it becomes aware of it, stating the cause, its estimated duration and the consequences for the contracted work, attaching any documentary evidence.

Compliance with the obligations affected by the force majeure events shall be suspended for the duration of the said events and the parties shall not be liable for such non-compliance. After cessation of the force majeure event, the parties shall agree upon which measures are required to, as far as possible, recover the time lost, taking all measures so that the performance of the Contract is re-established on the best conditions and with the least delay possible.

Notwithstanding this, if the force majeure event is prolonged for a period over [three months], either of the Parties is entitled to terminate the Contract.

The following cannot be invoked by the Contractor as force majeure causes:

- 1 meteorological conditions or events that could reasonably have been predicted by the Contractor
- 2 any shortage of manpower or materials
- 3 any delay or failure in obtaining the materials
- 4 any non-compliance or delay of any subcontractor.
- 5 strikes, except for cases of general strikes in the sector, or lock-outs.

### **3.28. Termination of the contract**

The Contract may be terminated in the following circumstances:

#### **3.28.1. By the Client:**

- a) When the Contractor carries out any work or services that are non-compliant with the Contract, or if it is performed in such a way that the quantity and quality of the work or services performed does not reasonably correspond to the amount of time spent for performing it and the Client is able to estimate, at its discretion, that the ordered work or services shall not be finished within the expected deadlines.
- b) For the frequent repetition of mistakes or defects in the execution of the contracted works or services.
- c) When the Contractor partially or totally assigns or transfers the services to subcontractors or any other third parties, without the prior consent of the Client.

- d) For interruption of the works or services for more than one (1) week, except when due to force majeure.
- e) For non-compliance by the Contractor with any applicable laws or with health and safety rules].
- f) For any use of the brand, the image, the distinctive symbols and/or the logos of the Client that is non-compliant with the Contract
- g) For not taking out or not renewing the insurance policies under the terms established in the Contract.
- h) Any other non-compliance by the Contractor which may significantly affect the performance of the Contract or that is set out in the Contract.
- i) Any non-compliance with the obligations included in the provision 3.31 (Sanctions)

If any of the causes for termination stated in this section occurs, the Client shall be entitled either to order the fulfillment of the Contract or to terminate it. If the Client chooses to terminate the Contract, it shall inform the Contractor by means of a written notice given fifteen days before the date on which the termination is to become effective. Upon receiving such notification, the Contractor shall immediately stop its work or services, performing only the things required to protect the work or services already done in order to deliver it to the Client.

On termination of the Contract in accordance with clause 3.28 the Contractor shall retain any security, which the Contractor may have provided, such security being paid to the Client as its beneficiary, as a form of indemnity for damages and losses.

The Client is entitled to terminate the Contract for convenience, by notifying the Contractor in writing thirty days in advance; in this situation, the Client shall pay for the work performed and other reasonable and necessary expenses incurred by the Contractor up to the date of termination of the Contract; it shall not pay any amount for expenses such as loss of profits or compensation for damages. The payment of this sum shall be considered as a full and final settlement of all sums due in relation to such termination and the Contractor, waives the right to make any claim against the Client in relation to such termination.

#### **3.28.2. By the Contractor:**

1. Suspension of the works for longer than 5 weeks due to a cause attributable to the Client.
2. Failure to pay the Client of two undisputed invoices, in accordance with the terms of the Contract.

The Contractor shall, in this situation, send written notice to the Client informing the Client about the alleged non-compliance as well as its intention to terminate the Contract unless it is corrected. If the non-compliance is not corrected by the Client within [15 business days] of receipt of such written notice, the Contractor shall be entitled to terminate the Contract, charging the Client for the works executed or services performed until that date plus an amount that equals 2% of the value of the works still to be executed.

Any party may require the termination of the Contract in accordance with section 3.27 of these General Conditions due to force majeure events.

In cases of termination under clause 13.28.2, the Client shall be entitled to take possession of the works executed up to that date and keep all or any of the materials stored, partly manufactured or delivered, paying for them according to the price set out in the Contract or, if not so set out, the price that both parties mutually agree upon or, if that is not possible, the price established by an expert.

### **3.29. Anti-bribery**

By means of this clause, the Contractor declares that its organization has implemented an appropriate compliance system, with adequate controls, to facilitate the prevention and detection of any crime that could be committed within the organization, by its employees, its directors or any other third party related to it.

The Contractor declares that while performing the duties included in this contract they will respect any applicable law, especially any anti-bribery and corruption laws and conventions and that they will not breach, in any manner, any applicable law

The Contractor acknowledges the Anti-corruption Policy of EDPR ([https://www.edpr.com/sites/default/files/portal.edpr/documents/edpr\\_anticorruption\\_policy\\_en.pdf](https://www.edpr.com/sites/default/files/portal.edpr/documents/edpr_anticorruption_policy_en.pdf)) and declares that while performing the duties included in this contract they will respect the principles that derive from this Policy.

Additionally, the Contractor grants to the Client a right to request reasonable information, regarding the work performed under the agreement and related expenditures by the Contractor providing access to the relevant records.

Furthermore, the Contractor recognizes Clients right of termination of the contract if believed, in good faith, that a breach of any relevant anti-corruption law .

In the same way, the Contractor should inform EDPR should awareness that corruption is occurring or could occur in a breach of any relevant anti-corruption law.

### **3.30. Code of Ethics**

The Contractor commits to respect on the operations the principles included in the International Charter of Human Rights and to promote its compliance on its own supply chain.

The Contractor must comply with the legislation in force regarding non-discrimination.

Furthermore, the Contractor declares that already has implemented and is promoting ethic practices according to the conduct guidelines included in the Ethics Code of EDPR and in its own ethics code, as well as declares being aligned with the social policies, the values and the principles that EDPR is promoting.

Such Code of Ethics is attached to these General Conditions on Schedule on Annex 6

When requested by EDPR, the Contractor shall submit any documentation verifying what has been describe in the previous paragraphs of this provision, being the compliance of this obligations an essential aspect of the contractual relationship with EDPR.



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**3.31 Sanctions**

The Contractor shall not (i) enter into a business relationship with any Sanctioned Person, or (ii) make any funds available to or for the benefit of, directly or indirectly, any Sanctioned Person. Additionally, the Contractor, on their contracts with its contractors and vendors shall include requirements to those included in this provision 3.31.

"**Sanctioned Persons**" means any individual or entity listed in one or more Sanction Lists.

"**Sanction Lists**" means:

- (a) any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU website [https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions\\_en](https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en), as amended and supplemented from time to time or on any successor page;
- (b) any economic, financial and trade restrictive measures and arms embargoes issued by the United Nations Security Council pursuant to Article 41 of the UN Charter as available in the official UN website <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>, as amended and supplemented from time to time or on any successor page; or
- (c) any economic, financial and trade restrictive measures and arms embargoes issued by the competent bodies/official institutions or agencies charged with administering, enacting or enforcing sanctions in the United States, including the US Treasury Department's Office of Foreign Assets Control, including but not limited to those as made available in the official website <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>, as amended and supplemented from time to time or on any successor page.

**3.32. Language**

English is the language to be used for the Contract and, as a consequence, any document presented by the Contractor to the Client shall be written in or translated into the English language

**3.33. Applicable law and settlement of disputes**

This Contract shall be governed by and construed in accordance with Scots law and any dispute arising shall be subject to the non-exclusive jurisdiction of the Scottish courts.

**3.34. Annexes**

- 1.Bank guarantee template.
- 2.Confidentiality agreement.
- 3.Code of Ethics EDPR
- 4.Data Access Agreement