

SPECIFIC ADMINISTRATIVE CLAUSES GOVERNING THE ACQUISITION FROM STUDIO SWINE DESIGN LTD, BY MEANS OF A NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION, OF A LICENCE IN FAVOUR OF THE CATALAN INSTITUTE FOR CULTURAL COMPANIES FOR THE EXHIBITION RIGHTS OF THE WORK "BEYOND THE HORIZON", BY THE ART COLLECTIVE A.A. MURAKAMI (ALEXANDER GROVES AND AZUSA MURAKAMI), FOR SAID WORK TO BE EXHIBITED AT THE CENTRE D'ARTS SANTA MÒNICA AND THE CÍRCULO DE BELLAS ARTES DE MADRID

Dossier no.: ICEC-2026-146

CONTENTS

I. GENERAL PROVISIONS	3
One. Object of the contract	3
Two. Administrative requirements to be met and justification for the contract	3
Three. Financial details and existence of credit.....	3
Four. Contract term	4
Five. Legal regime governing the contract	4
Six. Variants.....	5
Seven. Procurement process and award procedure	5
Eight. Electronic means of communication.....	5
Nine. Ability to contract	5
Ten. Solvency of the tendering company.....	5
II. PROVISIONS ON CONTRACT TENDERING, AWARD AND FORMALISATION	6
Eleven. Submission of documentation	6
Twelve. Procurement committee	6
Thirteen. Determination of the most financially advantageous tender	6
Fourteen. Requirement for documentation prior to awarding.....	6
Fifteen. Performance bond.....	6
Sixteen. Decision not to award or sign the procurement contract and discontinuance of tender procedure	7
Seventeen. Awarding of the contract.....	7
Eighteen. Contract formalisation and conclusion.....	7
III. CONTRACT PERFORMANCE	7
Nineteen. . Special performance conditions	7
Twenty. Performance and oversight of services	8
Twenty-One. Work schedule	8
Twenty-Two. Fulfilment of terms and proper performance of contract	8
Twenty-Three. Person responsible for the contract	8
Twenty-Four. Incident resolution	9
Twenty-Five. Resolution of interpretative technical doubts	9
IV. RIGHTS AND OBLIGATIONS OF THE PARTIES	9
Twenty-Six. Payments to the Contractor	9
Twenty-Seven. Responsibility of the Contractor	10
Twenty-Eight. Other obligations of the Contractor	10
Twenty-Nine. ICEC prerogatives	11
Thirty. Amendments to the contract.....	11
Thirty-One. Ethics clause	12
Thirty-Two. Personal data protection.....	13

V. PROVISIONS ON CONTRACT SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVIEWS	14
Thirty-Three. Succession and assignment of contract.....	14
Thirty-Four. Subcontracting.....	14
Thirty-Five. Price review	14
VI. CONTRACT EXPIRATION.....	15
Thirty-Six. Acceptance and settlement	15
Thirty-Seven. Warranty period and return or cancellation of performance bond	15
Thirty-Eight. Termination of the contract.....	15
VII. APPEALS, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACTUAL NULLITY	16
Thirty-Nine. Appeals system	16
Forty. Arbitration.....	16
Forty-One. Ineligibility system	16
Forty-Two. Competent jurisdiction.....	16
ANNEX.....	17

KEY CHARACTERISTICS

A. Purpose

Description: Exhibition licence for the work "Beyond the Horizon" (hereinafter referred to as "the work"), by the art collective A.A.Murakami (Alexander Groves and Azusa Murakami, hereinafter, "the Artists") for the exhibition "The Assault of Illusion" to be shown at the Centre d'Arts Santa Mònica (hereinafter, "Santa Mònica") from 18 March to 27 September 2026, and at the Círculo de Bellas Artes de Madrid (hereinafter, "CBAM") on dates (to be specified) between 1 November 2026 and 30 April 2027 (both exhibitions hereinafter being referred to as "the exhibitions").

The rights to exploit the work are managed exclusively by Studio Swine Design Ltd, a UK company with registration number 09339797 and registered premises at 424 Margate Road, Ramsgate, Kent, England, CT12 6SJ. Services which may only be provided personally by the Artists are also managed by this company.

Lots: 1.

CPV code: 92312000-1 Artistic services.

B. Financial details

B1. Setting of price: lump sum.

B2. Estimated price and method used for its calculation: €71,218.35 (seventy-one thousand two hundred and eighteen euros and thirty-five cents). The estimated value of the contract has been determined according to the supplier's tariffs.

B3. Base tender budget: €71,218.35 (seventy-one thousand two hundred and eighteen euros and thirty-five cents) plus €14,955.85 (fourteen thousand nine hundred and fifty-five euros and eighty-five cents) VAT (at 21%), a total of €86,174.20 (eighty-six thousand one hundred and seventy-four euros and twenty cents).

C. Existence of credit:

C1. Budget heading: D/226000110/441D/0000.

C2. Multi-year procurement dossier: yes

- 2026: €66,963.35 excluding VAT
- 2027: €4,255.00 excluding VAT

D. Contract term:

Term: from the signing of the contract until 30 May 2027
Possibility of extension: no.

E. Variants:

No.

F. Procurement process and award procedure:

Procurement type: ordinary.

Award procedure: negotiated procedure without prior publication.
Submission of bids via Digital Envelope Tool: no.

G. Business standing and classification:

G1. Selection criteria relating to economic and financial solvency and technical or professional capability:
not applicable.
G2. Business classification: not applicable.
G3. Assignment of material and/or human resources to the performance of the contract: the material resources and personnel necessary to fulfil the purpose of the contract.
G4. Certificates proving compliance with quality assurance and/or environmental management regulations: no.

H. Award criteria:

not applicable.

I. Criteria for presuming a bid to be abnormally low:

not applicable.

J. Other documentation to be submitted by the tendering company:

No.

K. Unit responsible for contract oversight and performance:

Centre d'Arts Santa Mònica

L. Performance bond:

Yes.

Amount: 5% of the award budget (excluding VAT).

Form of constitution: by means of price retention, in cash or in public debt securities; with a guarantee, or through a surety insurance contract.

M. Special performance conditions:

Alignment with ethical principles and rules of conduct.

N. Forecast amendment of contract:

No.

O. Assignment of contract

No

P. Subcontracting:

No.

Q. Price reviews:

No.

R. Warranty period:

Not applicable.

S. Work schedule:

Not applicable.

I. GENERAL PROVISIONS

One. Object of the contract

The object of the contract is the granting of a licence to exhibit the work "Beyond the Horizon" (hereinafter referred to as "the work"), by the art collective A.A.Murakami (Alexander Groves and Azusa Murakami, hereinafter, "the Artists") for the exhibition "The Assault of Illusion" to be shown at the Centre d'Arts Santa Mònica (hereinafter, "Santa Mònica") from 18 March to 27 September 2026, and at the Círculo de Bellas Artes de Madrid (hereinafter, "CBAM") on dates (to be specified) between 1 November 2026 and 30 April 2027 (both exhibitions hereinafter being referred to as "the exhibitions").

The rights to exploit the work are managed exclusively by Studio Swine Design Ltd, a UK company with registration number 09339797 and registered premises at 424 Margate Road, Ramsgate, Kent, England, CT12 6SJ. Services which may only be provided personally by the Artists are also managed by this company.

The CPV is 92312000-1 Artistic services, pursuant to Commission Regulation (EC) 213/2008, of 28 November 2007, amending Regulation (EC) No 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and Directives 2004/17/EC and 2004/18/EC of the European Parliament and of the Council on public procurement procedures, as regards the revision of the CPV.

Two. Administrative requirements to be met and justification for the contract

Included in Section 1 of the Technical Specifications.

Three. Financial details and existence of credit

3.1 The price-setting system is in the form of a lump sum.

The following items and costs have been taken into account in determining the price:

Artistic Contract Budget <i>BEYOND THE HORIZON</i> - A.A. MURAKAMI		Contract breakdown		
		Work production	Travel, meals and accommodation	Artistic fees
Barcelona				
Technicians AAM	1 Technician from Japan (Installation)	€ 4.025,00	€ 3.795,00	
	1 UK technician (installation)	€ 2.875,00	€ 1.667,50	
	1 UK technician (desinstallation)	€ 2.760,00	€ 1.495,00	
Artistic production	Control computer	€ 1.610,00		
	Refill system	€ 4.600,00		
Artist costs	Transportation		€ 3.450,00	
	Project Director	€ 3.450,00		
	Artistic fees			€ 6.900,00
Total		€ 19.320,00	€ 10.407,50	€ 6.900,00
Indirect expenses (5%)		€ 1.831,38		
Madrid				
AAM technicians	1 Technician from Japan (Installation)	€ 4.600,00	€ 4.002,00	
	1 UK technician (installation)	€ 2.875,00	€ 1.667,50	
	1 UK technician (desinstallation)	€ 2.760,00	€ 1.495,00	
Artistic production	Maintenance	€ 3.450,00		
Artist costs	Project Director	€ 3.450,00		
	Artistic fees			€ 6.900,00
Total		€ 17.135,00	€ 7.164,50	€ 6.900,00
Despeses Indirectes (5%)		€ 1.559,98		
Total Indirect expenses		€ 36.455,00	€ 17.572,00	€ 13.800,00
Total Direct expenses		€ 3.391,35		
Total				71.218,35 €

3.2 The estimated value of the contract is €71,218.35 (seventy-one thousand two hundred and eighteen euros and thirty-five cents).

3.3 The base tender budget is €71,218.35 (seventy-one thousand two hundred and eighteen euros and thirty-five cents) plus €14,955.85 (fourteen thousand nine hundred and fifty-five euros and eighty-five cents) as VAT (at 21%), i.e. €86,174.20 (eighty-six thousand one hundred and seventy-four euros and twenty cents). This budget is broken down into 2 annual payments:

- Year 2026: €66,963.35 (sixty-six thousand nine hundred sixty-three euros and thirty-five cents) plus €14,062.30 (fourteen thousand sixty-two euros and thirty cents) in VAT (rate of 21%), that is, €81,025.65 (eighty-one thousand twenty-five euros and sixty-five cents).
- Year 2027: €4,255.00 (four thousand two hundred fifty-five euros) plus €893.55 (eight hundred ninety-three euros and fifty-five cents) in the form of VAT (21% rate), that is, €5,148.55 (five thousand one hundred forty-eight euros and fifty-five cents).

The transport of this piece is being tendered separately, at the expense of the ICEC. The cost of transport from the Círculo de Bellas Artes in Madrid to Japan will be borne by the Círculo de Bellas Artes.

3.4 This price is deemed to include all taxes, duties and levies of any kind that may be applicable, everything included in the Technical Specifications and work to be performed, as well as any expenses arising as a result of the obligations established herein to be fulfilled during performance of the contract.

3.5 All regulatory procedures to ensure the existence of credit for paying the contract have been complied with. The budget item to which this appropriation is charged is D/226000110/441D/0000 of the Catalan Institute for Cultural Companies (ICEC) budget carried over for the years 2025 and 2026, as stated in the ex-ante audit report of the internal economic and financial control body. The awarding of this contract shall be subject to the condition precedent of the existence of adequate credit sufficient for financing the obligations arising from the contract in the 2025 and 2026 budget years.

Four. Contract term

The contract term is from its signing until 30 May 2027.

The period indicated corresponds to the maximum duration of the licence to exhibit the work as part of the exhibitions and the provision of services or additional obligations, as established in the Technical Specifications. This period does not constrain the rights of the ICEC to exploit the rights of the dissemination materials referred to in the relevant clauses of the Technical Specifications, throughout the period for which they are legally protected and until they enter the public domain, solely for the purposes and in the manner authorised in these clauses, anywhere in the world where the exhibitions are to be publicised.

This contract cannot be extended.

Five. Legal regime governing the contract

5.1 This contract is administrative in nature and is governed by these administrative specifications, the attached Technical Specifications (whose clauses are deemed an integral part of the contract), by the successful tender proposal and by the document formalising the contract, as well as any possible amendments thereto.

In addition, it is governed by public procurement legislation, in particular, by the following provisions:

- a) Law 9/2017, of 8 November, on public sector procurement, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014.
- b) Decree Law 3/2016, of 31 May, on urgent public procurement measures.
- c) Royal Decree 817/2009, of 8 May, partially implementing Law 30/2007, of 30 October, on public sector procurement.
- d) Royal Decree 1098/2001, of 12 October, approving the General Regulations of the Law on public authority procurement (RGLCAP), in respect of everything not amended or derogated by the two aforementioned pieces of legislation.
- e) Royal Legislative Decree 1/1996, of 12 April, approving the revised text of the Law on intellectual property, which regularises, clarifies and harmonises the legal provisions in force on the matter.

It is also governed by the regulations applicable to public sector procurement in Catalonia and by any of its applicable sectoral regulations.

Applicable on a supplementary basis are the provisions of administrative law and, in their absence, those of private law.

5.2 Lack of awareness of the clauses of the contract, with regard to any of its terms or conditions, of the other documents forming part thereof, and also of any other instructions or rules that may be applicable to the performance of contract does not release the successful tenderer from the obligation of complying therewith.

Six. Variants

Not applicable to this tender.

Seven. Procurement process and award procedure

The tendering procedure for awarding the aforementioned administrative service contract will be not be subject to prior publication and will be negotiated with a specific supplier for technical reasons, as there is no reasonable alternative or substitute for providing the service, in accordance with Article 168 a) 2 of the Law on public sector procurement.

Eight. Electronic means of communication

Not applicable to this tender.

Nine. Ability to contract

Not applicable to this tender.

Ten. Solvency of the tendering company

Not applicable to this tender.

II. PROVISIONS ON CONTRACT TENDERING, AWARD AND FORMALISATION

Eleven. Submission of documentation

11.1 Within 15 working days from the day following the date of notification of the request, Studio Swine Design Ltd must submit the documentation listed in this section.

a) Declaration of responsibility as set out in the Annex to these administrative clauses.

b) Tenderer's capacity to act and legal personality.

c) Proof of representation and legal personality of the signatories of the tenders to appear or sign tenders on behalf of another party and a photocopy of their national identity card or passport authenticated by a notary or certified by the relevant administrative body. This authorisation must meet the following formal requirements: Be a public deed, be an authenticated copy and be recorded in the relevant Companies or other official register. Notarised copies of deeds of attorney shall not be accepted.

Twelve. Procurement committee

Not applicable to this tender.

Thirteen. Determination of the most financially advantageous tender

Not applicable to this tender.

Fourteen. Requirement for documentation prior to awarding

Not applicable to this tender.

Fifteen. Performance bond

15.1 The amount of the final guarantee is 5% of the contract award amount.

15.2 The guarantees may be provided in any of the following forms:

- a) In cash or in public debt securities, subject, in each case, to the conditions established by regulation. The cash and the certificates of immobilisation in the listed securities must be deposited in the Caixa General de Dipòsits of the General Treasury of the Generalitat de Catalunya or in the deposit boxes of the territorial treasuries.
- b) By means of a guarantee, provided in the form and conditions established by regulation, by any of the banks, savings banks, credit cooperatives, financial credit establishments or mutual guarantee societies authorized to operate in Spain, which must be deposited in any of the establishments mentioned in section a).
- c) By means of a surety insurance contract with an insurance entity authorized to operate in the manner and conditions established by regulation. The insurance certificate must be delivered at the establishments indicated in section a).
- d) By requesting authorization that the definitive guarantee be carried out in the form of a price retention (art.108.2 LCSP).

15.3 The definitive guarantee corresponds to the concepts defined in article 110 of the LCSP.

Sixteen. Decision not to award or sign the procurement contract and discontinuance of tender procedure

Not applicable to this tender.

Seventeen. Awarding of the contract

17.1 Within five working days of receipt of the documentation referred to in clause eleven, the Contracting Authority shall award the contract to Studio Swine Design Ltd.

Eighteen. Contract formalisation and conclusion

18.1 The contract shall be formalised through an administrative document signed by advanced electronic signature based on a qualified or recognised electronic signature certificate.

Studio Swine Design Ltd may request that the contract be registered as a public deed, at its own expense.

18.2 The contract shall be formalised no later than 15 working days after notification of the award to Studio Swine Design Ltd.

18.3 The content of the contract shall be as established by Article 35 of the Law on public sector procurement and Article 71 of the General Regulations of the Law on public authority procurement and it shall not include any clause that implies alteration of the terms of the award.

18.4 The contract shall be concluded with the formalisation thereof and this shall be an essential requirement for commencing performance thereof.

18.5 The formalisation of this contract shall, together with the contract, be published on the Contractor Profile within 15 days of its completion.

18.6 When the contract has been formalised, the Public Contracts Register of the Government of Catalonia shall be notified for registration of the basic data, which shall include the identity of the company awarded the contract, the amount of the contract award and subsequently, if applicable, details of any modifications, extensions, changes to prices or completion dates, the final cost, and the termination of the contract.

The contractual data notified to the Public Registry of Contracts shall be publicly accessible, subject to the restrictions imposed by data protection regulations, as long as they are not of a confidential nature.

18.7 The contract may be formalised by the Contractor's signing acceptance of the award decision.

III. CONTRACT PERFORMANCE

Nineteen. . Special performance conditions

Studio Swine Design Ltd is obliged to comply with the following special conditions of performance:

- a) To observe the ethical principles, rules and canons that govern the activities, trades and/or professions involved in the services contracted.
- b) Not to carry out any actions that may put the public interest at risk.
- c) To report any irregularities that may arise in public procurement processes or during the performance of the contracts.
- d) To refrain from conduct intended or with the potential to impede, restrict or distort competition, such as collusion or fraudulent competition (token bidding, bid suppression, market allocation, bid rotation, etc.).
- e) To respect agreements and rules on confidentiality.
- f) To collaborate with the Contracting Authority in any actions it performs to monitor and/or assess compliance with the contract, in particular supplying any information requested of it for said purposes and which legislation on transparency and public sector procurement impose upon successful tenderers with regard to the authority or authorities in question, without prejudice to compliance with any transparency obligations directly applicable to them by legal imperative.

These obligations are regarded as special contract performance conditions.

Twenty. Performance and oversight of services

The contract shall be executed in accordance with the provisions of these particular administrative clauses and the Technical Specifications.

Twenty-One. Work schedule

Not applicable to this tender.

Twenty-Two. Fulfilment of terms and proper performance of contract

22.1 Studio Swine Design Ltd is obliged to comply with the total time limit for the execution of the contract.

22.2 In the event of defective fulfilment of the service that is the object of the contract or breach of the commitments assumed by the Contractor or of the special performance conditions established in Clause Nineteen hereto, penalties may be imposed, in proportion to their gravity, of amounts not exceeding 10 per cent of the contract price, excluding VAT, nor exceeding, in total, 50 per cent of the contract price.

In the case of failure to comply with the environmental, social or employment obligations referred to in Clause Twenty-Eight hereto, penalties may be imposed, in proportion to their gravity, of amounts not exceeding 10 per cent of the contract price, excluding VAT, nor exceeding, in total, 50 per cent of the contract price.

Twenty-Three. Person responsible for the contract

Regardless of which unit is responsible for the oversight and ordinary execution of the contract, the Santa Mònica Exhibition Coordinator is designated as the person responsible for the

contract, who, in addition to the functions indicated in the Technical Specifications, will perform the following duties:

- To supervise the performance of the contract, take decisions and issue the instructions required to ensure correct provision of the service, always acting within the powers granted to him/her by the Contracting Authority.
- To adopt any proposals regarding the imposing of penalties.
- To issue a report establishing whether any delay in performance has been caused by reasons attributable to the Contractor.

Twenty-Four. Incident resolution

Incidents that may arise between the ICEC and Studio Swine Design Ltd in the execution of the contract, due to differences in the interpretation of what has been agreed or due to the need to modify the contractual conditions, will be dealt with by means of an *inter partes* hearing that must include the procedures described in Article 97 of the General Regulations of the Law on public authority procurement.

Unless justified due to reasons of public interest or required by the nature of the incident(s), said procedure shall not result in the suspension of the contract.

Twenty-Five. Resolution of interpretative technical doubts

For the resolution of any technical differences of opinion that may arise during the performance of the contract, a non-binding technical report may be requested from a body external to the ICEC.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Twenty-Six. Payments to the Contractor

26.1 The cost of services performed shall be invoiced as follows:

- €32,200.00 for the production of the work on the signing of the contract.
- €17,572.00 when the exhibition opens.
- €17,191.35 when the exhibition at the Santa Mònica closes and the exhibition at the CBAM opens.
- €4,255.00 for the cost of dismantling the exhibition at the CBAM, when it terminates.

26.2 Payment to Studio Swine Design Ltd will be made against presentation of an invoice issued in accordance with the current regulations on electronic invoicing, within the terms and conditions established in Article 198 of the Law on public sector procurement.

Pursuant to the provisions of Law 25/2013, of 27 December, on the promotion of electronic invoicing and the creation of accounting records of invoices in the public sector, the invoices must be signed by means of an advanced electronic signature based on a qualified certificate, and must include the procurement dossier number.

The format of the electronic invoice and signature must comply with the specifications of Annex 1 of Order ECO/306/2015 of 23 September, which governs the procedure for processing and entering invoices in the invoice accounting records of the Administration of the Government of Catalonia and the public sector thereof.

The e.FACT platform is the channel generally used for sending electronic invoices to the Administration of the Government of Catalonia and the public sector thereof.

The details identifying the administrative body responsible for public accounting, the Contracting Authority and the recipient, which Studio Swine Design Ltd will have to include in invoices, are as follows: the processing unit and management and accounting office is A09006195.

The status of the invoice can be checked on the website of the Ministry of the Vice-Presidency and of Economy and Finance, in the section (*Tresoreria i Pagaments->Consulta de l'estat de pagaments*) [Budget and payments->Consult payment status], as of the day after the invoice is entered into the system.

26.3 In the event of a delay in payment to Studio Swine Design Ltd, the latter is entitled to receive, under the terms and conditions established by law, interest for late payment and compensation for the costs of collection under the terms established in Law 3/2004, of 29 December, on measures to combat late payment in commercial transactions.

26.4 Studio Swine Design Ltd may transfer the right to receive payment under the terms and conditions set out in Article 200 of the Law on public sector procurement.

Twenty-Seven. Responsibility of the Contractor

Studio Swine Design Ltd is responsible for the technical quality of the services provided and for any consequences for the ICEC or third parties resulting from omissions, errors, unsuitable methods or failure to complete the execution of the contract correctly.

Studio Swine Design Ltd executes the contract at its own risk and is obliged to pay compensation for damage caused to third parties as a result of the operations required by the execution of the contract, unless such damage is caused as the immediate and direct consequence of an order from the ICEC.

Twenty-Eight. Other obligations of the Contractor

a) Studio Swine Design Ltd undertakes to ensure that the wage conditions of its workers comply with the applicable collective bargaining agreement for the sector.

b) Studio Swine Design Ltd undertakes to implement measures to promote equality between men and women in the conditions under which the service is provided.

c) Studio Swine Design Ltd will not disclose any information and documentation of a confidential nature. Any documentation and information that contains personal data or to which access is obtained for the purpose of carrying out the services that are the object of this contract and which belongs to the Contracting Authority is confidential in nature and may not be either fully or partially reproduced in any media or format. As such, they may not be processed, digitally edited or disclosed to third parties beyond the strict requirements of the direct performance of the contract.

Studio Swine Design Ltd and its employees shall observe absolute secrecy concerning all matters and material to which they have access as a result of the performance of the contract and with regard to documents which are not intended for publication or public display.

d) Pursuant to Article 3.5 of Law 19/2014, of 29 December, on transparency, access to public information and good governance, the Contractor undertakes to provide any necessary information to ensure compliance with the obligations established by said Law. To ensure compliance with Article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good governance, Studio Swine Design Ltd must ensure that its activities are carried out in line with the ethical principles and rules on conduct established in Clause 31 hereto.

(e) Studio Swine Design Ltd undertakes to provide the service with the agreed level of continuity; to ensure the orderly progress of the service; to provide compensation for any harm caused to third parties as a consequence of the operations required to carry on the services, except for those occurring for causes attributable to the ICEC.

Twenty-Nine. ICEC prerogatives

Within the limits of the Law on public sector procurement and subject to the requirements and effects indicated therein, the contracting authority is entitled to interpret the contract, resolve any doubts that its fulfilment may raise, modify it for reasons of public interest, declare any responsibility regarding its execution attributable to Studio Swine Design Ltd, suspend its execution, agree to cancel it and determine the effects of doing so.

Furthermore, the Contracting Authority has the right to inspect the activities carried out by Studio Swine Design Ltd. during the performance of the contract, in accordance with the terms and conditions and with the limits established by the Law on public sector procurement.

No appeal before administrative bodies may be lodged against the decisions adopted by the Contracting Authority when exercising the aforementioned prerogatives and they may be enforced immediately.

The prerogatives of the ICEC shall be exercised in accordance with the procedure established in Article 191 of the Law on public sector procurement.

Thirty. Amendments to the contract

30.1 Forecast amendments:

None.

30.2 Unforeseen amendments

Amendments to the contract that are not envisaged in this clause may only be made when the circumstances envisaged in Article 205 of the Law on public sector procurement occur and the requirements specified therein are met, in accordance with the procedure governed by Article 191 of the Law on public sector procurement and the particular conditions envisaged in Article 207 thereof.

These amendments are binding on Studio Swine Design Ltd, unless they involve, individually or jointly, an alteration in the amount payable exceeding 20% of the initial contract price. In this case, the modification shall be agreed by the Contracting Authority with the prior written approval of Studio Swine Design Ltd. If this is not granted, the contract shall be terminated pursuant to the cause contemplated in Article 211.1.g) of the Law on public sector procurement.

30.3 Amendments to the contract shall be formalised pursuant to the provisions of Article 153 of the Law on public sector procurement and Clause 18 herein.

30.4 The announcement of any amendment to the contract, together with the response issued by Studio Swine Design Ltd and all the reports which, if applicable, are requested prior to the approval of the amendment, both those provided by the company awarded the contract and those issued by the Contracting Authority, shall be published on the Contractor Profile.

Thirty-One. Ethics clause

31.1 Senior officials, executives, managers, administrators and personnel at the service of the Public Administration and its public sector who directly or indirectly are involved in the public procurement procedure are subject to the provisions of code of conduct and principles recommended for public procurement, which will be applied to all actions in they are involved in any phase of the procurement procedure, in accordance with the extent of their involvement and responsibility in the procedure.

On presenting a bid, tenderers are obliged to abide by the code of conduct and principles recommended for public procurement in accordance with the ethics and integrity commitments involved in the contractual relationship.

31.2.A The Contractor assumes the following obligations:

a) To observe the ethical principles, rules and canons that govern the activities, trades and/or professions involved in the services contracted.

b) Not to carry out actions that put the public interest at risk in the context of the contract or the services put out for tender.

c) To report any irregularities that may arise in public procurement processes or during the performance of the contracts.

d) To refrain from conduct intended or with the potential to impede, restrict or distort competition, such as collusion or fraudulent competition (token bidding, bid suppression, market allocation, bid rotation, etc.).

e) On presenting their bid, the tenderer must declare any possible conflicts of interest as established in Article 64 of the Law on public sector procurement, or equivalent relations in this regard with parties interested in the project. If, during the execution of the contract, a situation of such characteristics arises, the Contractor is obliged to inform the Contracting Authority.

f) To respect agreements and rules on confidentiality.

g) In addition, the Contractor must collaborate with the Contracting Authority in any actions it performs to monitor and/or assess compliance with the contract, in particular supplying any information requested of it for said purposes and which legislation on transparency and regulations on public sector procurement impose upon successful Contractors with regard to the authority or authorities in question, without prejudice to compliance with any transparency obligations directly applicable to them by legal imperative.

31.2.B The Contractor, or its subsidiaries or associated companies, are obliged to adhere strictly to tax, labour and social security legislation, and specifically refrain from conducting financial

operations contrary to tax laws in countries that do not have capital control rules and are regarded as tax havens by the European Union.

31.3 All these obligations and undertakings are regarded as special contract performance conditions.

31.4 The consequences or penalties for breach of this clause shall be as follows:

- For failure to comply with sections a), b), c), f) and g) of section 31.2.A, a minimum penalty of 0.60 euros per 1,000 euros of the contract price, excluding VAT, is established, which may be increased justifiably and proportionally in relation to the seriousness of the case. The seriousness of the case will be determined by the harm caused to the public interest, repeat offences and the profit made through failure to comply. In all cases, the amount of each penalty may not exceed 10% of the contract price, excluding VAT, nor under any circumstance may its total exceed 50% of the contract price.
- In the event of failure to comply with letter d) of section 31.2.A, the Contracting Authority will report the case to the competent authorities.
- In the event of failure to comply with letter e) of section 31.2.A, the Contracting Authority will inform the Government of Catalonia Ethics Committee on Public Procurement so the appropriate report may be issued, notwithstanding any other penalties that may be established.
- If the seriousness of the case so requires, the Contracting Authority will inform the Anti-fraud Office of Catalonia or the competent control and scrutiny bodies.

Thirty-Two. Personal data protection

32.1 Pursuant the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR), Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights (LOPDGDD) and Royal Decree Law 14/2019, of 31 October, adopting urgent measures for reasons of public security in matters of e-government, public sector procurement and telecommunications, the ICEC hereby places on record that, on the occasion of the signing of the contract, the personal data of the signatories will be included in data processing that is the responsibility of the ICEC, whose address is Passatge de la Banca, 1-3, 08002 Barcelona, and e-mail address protecciodades.icec@gencat.cat.

The ICEC also declares that the purpose of collecting and processing the data will be the management and execution of the contract (legitimate basis for processing) and, regarding said execution, financial, accounting and tax management, administrative management, supplier management, collection and payment management and the record of commercial relations. The Contractor is also informed that it can exercise its rights of deletion, opposition, portability, limitation, access and rectification, and the right not to be subject to individual decisions based solely on the automated processing of its data, by sending a request to the postal address or e-mail indicated.

In accordance with the provisions of Article 13 of the GDPR and Article 11 of the Law on the protection of personal data and guarantee of digital rights, the Contractor is informed that

interested parties may contact the ICEC's data protection officer by e-mail at: protecciodades.icec@gencat.cat

The recipients of the personal data provided will be the ICEC's own staff, as well as third parties outside the ICEC who carry out supervisory tasks or those necessary for the execution of the contract.

For further information, please consult: https://icec.gencat.cat/ca/sobre_icec/proteccio-dades/

Studio Swine Design Ltd warrants that, with regard to the documents and information that it provides for the formalisation and/or performance of the contract, which include personal data relating to its staff and/or third parties, it shall obtain, prior to their handover/disclosure to the ICEC, the unambiguous informed consent of these persons or another sufficient legal basis for their processing by the ICEC for the purposes of the management and performance of the contract, and that it shall inform them of their entitlement to exercise their rights of erasure, opposition, portability, restriction, access and rectification.

V. PROVISIONS ON CONTRACT SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVIEWS

Thirty-Three. Succession and assignment of contract

33.1 Successors of Studio Swine Design Ltd

In the event of a merger of companies involving Studio Swine Design Ltd, the contract shall remain in force with the absorbing company or that resulting from the merger, which shall be subrogated in all rights and obligations arising therefrom.

In the event of demerger, contribution or transfer of companies or branches of activity, the contract shall remain in force with the company to which the contract is transferred, which shall be subrogated in the rights and obligations arising therefrom, as long as it fulfils the conditions regarding capacity and absence of disqualification from contracting established when the decision to award the contract was made, or the companies benefiting from said operations and, if it continues to exist, the company assigning the assets, companies or branches of activity, shall be severally answerable for the performance of the contract.

Studio Swine Design Ltd must inform the Contracting Authority of any such circumstance.

33.2 Assignment of the contract:

Not applicable to this tender.

Thirty-Four. Subcontracting

Not applicable to this tender.

Thirty-Five. Price review

Not applicable to this tender.

VI. CONTRACT EXPIRATION

Thirty-Six. Acceptance and settlement

Acceptance and settlement of the contract shall be carried out in accordance with the provisions of Articles 210 and 311 of the Law on public sector procurement and Article 204 of the General Regulations of the Law on public authority procurement.

The ICEC shall determine whether the services provided by Studio Swine Design Ltd comply with the specifications regarding performance and compliance and shall, if necessary, demand provision of the contracted services and correction of any defects observed on receipt thereof. If the work performed does not comply with the contracted services as a result of defects or faults attributable to Studio Swine Design Ltd, the work may be rejected such that it is exempt from the obligation to make the corresponding payment, or, if necessary, shall be entitled to recover the amount previously paid.

Thirty-Seven. Warranty period and return or cancellation of performance bond

No security is required.

Thirty-Eight. Termination of the contract

38.1 The following are reasons for termination of the contract:

- The extinction of the legal personality of Studio Swine Design Ltd, notwithstanding the provisions of Article 98 of the Law on public sector procurement, concerning the succession of the Contractor.
- Declaration of bankruptcy or insolvency in any other proceedings.
- By mutual agreement between the ICEC and Studio Swine Design Ltd.
- Delay in meeting deadlines by Studio Swine Design Ltd or delay of more than six months in payment by the ICEC.
- Failure to comply with the main obligation of the contract, or failure to comply with obligations classified as essential herein.
- The impossibility of providing the service under the initially agreed terms, when it is not possible to amend the contract in accordance with Articles 204 and 205 of the Law on public sector procurement; or when, under the circumstances established in Article 205 of the Law on public sector procurement, any amendments imply, individually or jointly, an increase or reduction in the contract price that exceeds 20% of the initial contract price, excluding VAT.
- Discontinuance prior to commencing the service provision or suspension, for causes attributable to the Contracting Authority, of commencement of the contract for a period exceeding four months as of the commencement date specified therein.
- Discontinuance after commencement of the service provision or suspension of the contract for a period of more than eight months, resolved upon by the Contracting Authority.

- Failure on the part of Studio Swine Design Ltd to pay the wages of those of its workers participating in the contract during the performance thereof, or breach of the conditions established in the collective bargaining agreements in force for said workers during the performance of the contract.

The application and the effects of these causes for termination are as provided for in Articles 212, 213 and 313 of the Law on public sector procurement.

In all cases, the termination of the contract shall be carried out in accordance with the procedure established in Article 191 of the Law on public sector procurement and Article 109 of the General Regulations of the Law on public authority procurement. Termination of the contract entails the return by either party of any documents, data, reports, information or other material supplied to it by the other party to which it has no rights under this contract.

VII. APPEALS, PROVISIONAL MEASURES AND SPECIAL CASES OF CONTRACTUAL NULLITY

Thirty-Nine. Appeals system

39.1 Appeals for review may be lodged regarding the procedures by which the contract was prepared and awarded, and those adopted in relation to its effects and extinction, in accordance with the provisions of Law 26/2010, of 3 August, on the legal system and procedure of public administrations in Catalonia, and common administrative procedure of the public administrations, and contentious-administrative appeals may be lodged in accordance with the provisions of Law 29/1998, of 13 July, governing contentious-administrative jurisdiction.

39.2 Resolutions adopted by the Contracting Authority in the exercise of the prerogatives of the Administration put an end to the administrative channel and are open to an optional appeal for reversal pursuant to the provisions of Law 26/2010, of 3 August, on the legal and procedural regime of the public administrations of Catalonia, and the basic legislation on common administrative procedure, or a contentious-administrative appeal, pursuant to the provisions of Law 29/1998, of 13 July, governing contentious-administrative jurisdiction.

Forty. Arbitration

Notwithstanding the provisions of Clause 39, it may be agreed to submit all or any of the disputes that may arise between the Contracting Authority and the Contractor(s) to arbitration, as long as the parties have free disposition over the matters pursuant to law and, specifically, with regard to the effects, compliance and expiration of this contract, pursuant to the provisions of Law 60/2003, of 23 December, on arbitration.

Forty-One. Ineligibility system

This contract shall be subject to the provisions on ineligibility envisaged in Articles 38 to 43 of the Law on public sector procurement.

Forty-Two. Competent jurisdiction

The administrative jurisdiction is competent for resolving any legal disputes that may arise in relation to the preparation, awarding, effects, amendment and expiration of this contract.

ANNEX

SELF-DECLARATION FORM

I, Mr/Ms holder of national ID No. (DNI)....., for and on my own behalf/for and on behalf of..... (acting in my capacity as..... (*sole, joint or several administrator, or joint or several representative*) pursuant to the public deed executed before the Notary Public of (*place*), Mr/Ms, on the date and under number in their record book, declare under my own responsibility, as the tenderer for the contract,

a) That I am qualified to sign a contract with the Authority, as I have the capacity to act and am not subject to any of the prohibitions established in Article 71 of Law 9/2017, of 8 November, on public sector procurement.

b) That I hold the authorisations required to carry out this activity.

c) That the company undertakes to assign to the execution of the contract the material and/or personal resources indicated in section G.3. of the Technical Specifications for the contract.

d) That the e-mail address to be advised of the availability of notifications and electronic communications through the e-NOTUM service is as below; the person(s) authorised to access the electronic notifications are:.....
(indicate relevant identification document(s) and email address(es)).

e) That I agree to be bound by the rulings of Spanish courts and tribunals of any order regarding any issues that may arise from the contract, expressly waiving my own jurisdiction.

And, in witness whereof, I hereby sign this self-declaration.

Place and date

Signature