



**EXTERNAL SERVICE FOR ADVICE AND ASSISTANCE IN COMMUNICATION
MATTERS FOR THE INTERNATIONAL OIL COUNCIL**

FRAMEWORK CONTRACT

The International Olive Council (hereinafter referred to as "the IOC"), represented by the Executive Secretariat (hereinafter referred to as "the ES"), which is represented for the purposes of signing this contract by Jaime Lillo in his capacity as IOC Executive Director,

of the one part,

and

[full official name]

[official legal form]

[legal registration number]

[full official address]

[VAT identification number]

(hereinafter "the awarded contractor"), represented for the purposes of signing this contract by in the capacity of

of the other part

AGREE

To the following Special Conditions and General Conditions and the following Annexes which form an integral part of this contract (hereinafter referred to as "the contract"):

Annex I Tender specifications **CO/ 2024-07**

Annex II Awarded contractor's tender

Annex III Order form template

Annex IV Financial guarantee form template

Annex V Change of bank account form



The terms of the Special Conditions shall prevail over those of the other parts of the contract. The terms of the General Conditions shall prevail over those of the annexes. The terms of the specifications (Annex I) shall prevail over those of the offer (Annex II).

Without prejudice to the foregoing, the various documents that form part of the contract must be interpreted in conjunction with one another. Any ambiguity or discrepancy within a single part or between different parts will be clarified or corrected by a written instruction from the ES, without prejudice to the rights of the contractor mentioned in Article I.7, should they choose to contest such an instruction.

I - SPECIAL CONDITIONS

ARTICLE I.1 - PURPOSE

I.1.1. The contract will include services related to advice and assistance in communication matters for the International Olive Council.

I.1.2. The signing of the contract does not impose any purchase obligation on the ES.

The awarded contractor shall perform the tasks assigned to it in accordance with the specifications attached hereto (Annex I) and in its offer (Annex II).

I.1.4. The contract does not confer on the awarded contractor any exclusive right to provide the services described in Annex I to the ES.

ARTICLE I.2 - ENTRY INTO FORCE AND DURATION

I.2.1. The contract will come into force once it has been signed by the contracting parties and will have an annual term, which may be extended in writing for periods not exceeding one year, with a maximum term, including extensions, of four years. The annexes to be signed annually between the ES and the awarded contractor will form part of the contract. No task related to this contract may begin until the order form corresponding to such task has been signed by both parties.

I.2.2. Under no circumstances may performance of the work commence prior to the effective date of the contract.

ARTICLE I.3. – CONTRACT PRICE

I.3.1. The amount to be paid by the ES under the contract shall be in accordance with the rates set forth in the financial offer of the awarded contractor (Annex II). VAT and other taxes will be included.

ARTICLE I.4. - PAYMENT PERIODS AND FORMALITIES



Payment for services rendered shall be made upon presentation of an invoice. Payment shall only be made if the awarded contractor has fulfilled all its contractual obligations on the date the invoice is submitted. Invoices shall be paid by bank transfer and shall be sent necessarily and only by email to the following address: factura@internationaloliveoil.org.

The request for payment for services rendered under the order form shall be admissible if accompanied by:

- All deliverables in accordance with the instructions set forth in this contract;
- The corresponding invoice, indicating the reference number of the order form to which it refers, provided that the deliverable has been approved by the ES.

The ES will have 30 days from receipt to approve or reject the deliverables, and the successful bidder will have 15 days to submit additional information or a new deliverable.

Within 30 days from the date on which the deliverable is approved by the ES, payment of the balance corresponding to the relevant invoice shall be made. The awarded contractor's request for payment of the balance shall be admissible if accompanied by the corresponding invoice.

I.4.1. Invoicing

The awarded contractor shall issue invoices with at least the following information:

- Name and address of the successful bidder;
- Date and number of the invoice;
- Contract numbers mentioned on the first page of the contract;
- Price before and after taxes;
- Value-added tax (VAT) percentage and amount;
- Bank account information as described in Article I.5.

I.4.2. Performance Guarantee

The IOC will require the awarded contractor to provide an advance guarantee to ensure full execution of the contract.

The guarantee will be expressed in Euros and provided by a bank or an authorized financial entity, ensuring that the bank, financial entity, or third party becomes an irrevocable guarantor or first-rank guarantor of the contractor's obligations.

The performance guarantee will be deposited by the awarded contractor at the time of signing the contract and will represent 10% of the total contract value. It will expire, at the earliest, upon the completion of the contract. In case of poor performance of the contract, the entire guarantee will be retained.



ARTICLE I.5 - BANK ACCOUNT

Payments must be made to the awarded contractor's bank account denominated in Euros, identified as follows:

Name of bank: [to be completed]

Complete address of the bank office: [to be completed]

Exact name of account holder: [to be completed]

Complete bank account number including codes: [to be completed]

IBAN code: [to be completed]

SWIFT/BIC code: [to be completed]

ARTICLE I.6 - GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the contract shall be made in writing and shall include the contract number. Ordinary mail shall be deemed to have been received by the ES on the date on which it is registered by the responsible department indicated below.

Communications should be sent to the following addresses:

Executive Secretariat:

International Olive Council
154 Príncipe de Vergara Street
28002 MADRID (SPAIN)

ARTICLE I.7 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1. The contract shall be governed by the national substantive law of Spain.

I.7.1a. Without prejudice to Article I.7.2., in the event that any dispute arises between the parties resulting from the interpretation or application of the contract and the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation.

If any party to the dispute gives written notice to the other party of its desire to commence mediation, and the other party agrees in writing, the parties shall jointly appoint a mutually acceptable mediator within two weeks of the date of the said written agreement.

If the parties are unable to agree on the appointment of a mediator within that time period, any party request the appointment of a mediator before the Madrid Business Mediation Center of the Madrid Chamber of Commerce, in accordance with its Regulations in force on the date of submission of the request for mediation.

If the disputes are not settled under these Rules within 60 days after the request for mediation has been admitted for processing by the Center, or upon expiration of any other time limit expressly agreed by the parties, the disputes shall be finally settled by arbitration in accordance with the provisions of Article I.7.2.



In addition, the parties agree to bear equally the costs of the mediation by the mediator, not including in such costs any other expenses incurred by a party in connection with the mediation.

I.7.2. Any dispute between the parties arising from the interpretation or execution of the contract that cannot be resolved by mutual agreement shall be submitted to the Court of Arbitration of the Madrid Chamber of Commerce. This court will be responsible for administering the arbitration and appointing an arbitrator in accordance with its regulations in effect at the time the arbitration request is submitted. The Arbitral Tribunal shall consist of a single arbitrator. The place of arbitration shall be Madrid. The arbitrator's decision shall be binding and final. Each party shall be responsible for its share of the arbitration costs in accordance with the applicable Arbitration Rules.

ARTICLE I.8 - DATA PROTECTION

Any personal data included in the contract shall be processed in accordance with the IOC principles and guidelines in force and for the sole purpose of the performance, management and monitoring of the contract by the IOC Executive Director, without prejudice to the possible transmission to the bodies charged with monitoring or inspection tasks in conformity with applicable law. The awarded contractor shall have the right to access his personal data and to rectify any such data that is inaccurate or incomplete.

The awarded contractor undertakes to process the data only for the purposes listed in Article I.1 of this contract and to implement all necessary technical and organizational measures relating to personal data to ensure an adequate level of security.

ARTICLE I.9- OTHER SPECIAL CONDITIONS

I.9.1. Penalties for breach of contractual obligations

Should the awarded contractor fail to perform the obligations under the contract in accordance with the highest expected performance standards, then, without prejudice to the actual or potential liability that the awarded contractor may incur in relation to the contract or to the ES' right to terminate the contract, the ES may decide to impose financial penalties of up to 10% of the price specified in Article I.3.1 of the contract. The awarded contractor may submit arguments against this decision within 30 days of notification by registered letter with acknowledgement of receipt or equivalent. If the awarded contractor fails to make a decision or if the ES does not revoke its decision in writing within 30 days of receipt of the arguments, the decision requiring financial penalties shall be enforceable.

I.9.2. Combined penalties and damages

The combined amount of the penalty under Article I.9.1, together with the liquidated damages in Article II.16 may not exceed **10% of the contract price** as specified in Article I.3.1 of the contract.



I.9.3. Change of bank account

Changes of bank account (specified above in Article I.5) must be made by written agreement signed by the parties and must be indicated on the invoice or request for payment. It will be necessary to use the form included in the annex (Annex V), duly completed financial identification form, signed or countersigned by the official representative of the awarded contractor.

I.9.4. Termination by either of the contracting parties

Either of the contracting parties may, at its own free will and without being required to pay compensation, terminate the contract by giving official notice **of 90 days**. If the ES terminates the contract, the awarded contract shall only be entitled to payment for the partial performance of the contract. Upon receipt of the letter of termination, the awarded contractor shall take all appropriate measures to minimize costs, prevent damages, and cancel or reduce its commitments. He shall draw up the documents required in the special conditions for the tasks performed up to the date on which the termination becomes effective, within a period not exceeding 60 days from that date.

ARTICLE I.10 - COMPENSATION FOR DAMAGES

The compensation for damages referred to in Article II.16 may amount to up to 3% of the purchase amount per calendar day of delay.

ARTICLE I.11 - REPORTS

The awarded contractor shall provide appropriate reports, including:

- the activities carried out;
- relevant evidence (if any);
- an evaluation of the performance of the activity.

These reports must be monthly and the awarded contract must submit a final report at the end of the contract.



II - GENERAL CONDITIONS

ARTICLE II.1 - EXECUTION OF THE CONTRACT

The awarded contractor shall execute the contract with the utmost professionalism. The awarded contractor shall be solely responsible for compliance with all legal obligations incumbent upon him, and in particular those arising from labor, tax and social laws.

II.1.2. The procedures necessary to obtain all permits and authorizations required for the performance of the contract, in accordance with the laws and regulations in force in the place where the tasks entrusted to the awarded contractor are to be performed, shall be the sole responsibility of the awarded contractor.

II.1.3. Without prejudice to the provisions of Article II.3, any reference in the contract to the personnel of the awarded contractor shall refer exclusively to the persons participating in the execution of the contract.

The awarded contractor shall ensure that all persons involved in the execution of the contract have the professional qualifications and experience required for the performance of the tasks assigned to them.

II.1.5. The awarded contractor may not represent the ES or behave in a manner likely to create such an impression. The awarded contractor must inform third parties that he/she is not a member of the IOC staff.

The awarded contractor shall be solely responsible for the personnel performing the tasks entrusted to it.

Within the framework of labor or service relations with its personnel, the awarded contractor shall specify:

- That the personnel performing the tasks entrusted to the awarded contractor may not receive direct orders from the ES;
- That the ES may under no circumstances be considered as the employer of such personnel and that the latter shall undertake not to invoke before the ES any right resulting from the contractual relationship between the ES and the awarded contractor.

II.1.7. In the event of any incident arising from the performance of any of the awarded contractor's personnel working on the premises of the ES, or in the event of inadequacy of the experience and/or skills of any of the awarded contractor's personnel with the profile required by the contract, the awarded contractor shall replace such personnel without delay. The ES may request, stating its reasons, the replacement of the staff member in question. The replacement personnel must have the necessary qualifications and be capable of continuing the performance of the contract under the same contractual conditions.



The awarded contractor shall be responsible for any delay in the execution of the tasks entrusted to it as a result of the substitution of personnel in accordance with the provisions of this article.

Should any unforeseen event, action or omission directly or indirectly hinder the partial or total execution of the tasks, the awarded contractor must take note of it and notify the ES without delay and on its own initiative. The report shall contain a description of the problem, the date on which it arose and the measures taken by the awarded contractor to ensure full compliance with its contractual obligations. In such a case, the awarded contractor shall give priority to the resolution of the problem rather than to the determination of responsibilities.

- II.1.9.** If the awarded contractor fails to perform its contractual obligations in accordance with the provisions of the contract, the ES may, without prejudice to its right to terminate the contract, reduce or recover its payments in proportion to the degree of nonperformance. The ES may also impose penalties or damages, in accordance with the provisions of Article II.16.

ARTICLE II.2 - LIABILITY

- II.2.1.** Except in the event of wilful misconduct or gross negligence on its part, the ES may not be held liable for any damage caused by the awarded contractor in connection with the performance of the contract.

The awarded contractor shall be liable for any loss or damage caused by its personnel during the performance of the contract, including in the context of subcontracting as referred to in Article II.8. The ES may not be held liable for acts or defaults committed by the awarded contractor during the performance of the contract.

- II.2.3.** The awarded contractor will assume any indemnity in the event of any action, claim or recourse brought by a third party against the ES as a result of any damage caused by the awarded contractor during the execution of the contract.

- II.2.4.** During any action brought by a third party against the ES in connection with the performance of the contract, the awarded contractor shall assist the ES. The expenses incurred by the awarded contractor for this purpose may be borne by the ES.

The awarded contractor shall take out the insurance covering the risks and damages related to the execution of the contract required by the applicable legislation. He shall subscribe the complementary insurances to those used in his sector of activity. He shall submit to the ES a copy of all the relevant insurance policies if so requested.



ARTICLE II.3 - CONFLICT OF INTEREST

The awarded contractor shall take all appropriate measures to prevent any situation that could compromise the impartial and objective performance of the contract. In particular, there may be a conflict of interest due to economic interests, political or national affinities, family or sentimental ties, or any other connection or community of interest. Any conflict of interest arising during the performance of the contract must be reported to the ES without delay and in writing. In the event of such a conflict, the awarded contractor shall immediately take all appropriate measures to remedy it.

The ES reserves the right to verify the relevance of these measures and to require, if necessary, that additional measures be taken within a period of time stipulated for this purpose. The awarded contractor shall ensure that the members of its staff and of its administrative and managerial bodies are not in a situation that could give rise to a conflict of interest. Without prejudice to the provisions of Article II.1, the awarded contractor shall immediately replace any member of its staff who is exposed to such a situation, without requiring any compensation from the ES.

II.3.2. The awarded contractor shall refrain from any contact that could compromise its independence.

The awarded contractor declares:

- That they have not made nor will make any offer of any nature from which they could benefit under this contract;
- That they have not granted, sought, tried to obtain, or accepted, nor will they grant, seek, try to obtain, or accept any benefit, in cash or in kind, from anyone or for anyone, when such a benefit would constitute an illegal practice or involve corruption, directly or indirectly, as a gratuity or reward related to the execution of the contract.

II.3.4. The awarded contractor shall transmit in writing all the relevant obligations to the members of its staff and its administrative and managerial bodies, as well as to the third parties involved in the execution of the contract. He shall send to the ES a copy of the instructions given and of the commitments undertaken, if so requested.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing

Not applicable.



II.4.2. Interim payments

Not applicable.

II.4.3. Payment of the balance

Not applicable.

ARTICLE II.5 - GENERAL PROVISIONS ON PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which they were debited to the account of the ES.

II.5.2. The payment deadlines stipulated in Article I.4 may be suspended by the ES at any time, provided that the awarded contractor has been informed that his payment request is not admissible, either because the claim is not due or because it is not accompanied by the relevant supporting documents. In case of doubt as to the eligibility of the expenditure mentioned in the payment request, the ES may suspend the payment deadline in order to carry out additional checks or on-the-spot checks to determine, prior to payment, whether the expenditure is eligible.

The ES shall notify the awarded contractor of such suspension, as well as the reasons for such suspension, by registered letter with acknowledgment of receipt or by an equivalent means. The suspension shall become effective on the date the letter is sent. The remainder of the period provided for in Article I.4 shall run again once the suspension has been lifted.

II.5.3. In the event of late payment, the awarded contractor shall be entitled to default interest if the amount of such interest exceeds €200. If such amount does not exceed €200, the awarded contractor may claim default interest within two months of receipt of payment.

Interest will be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate"), increased by seven percentage points ("the margin"). The applicable reference rate will be the one in effect on the first day of the month in which the payment becomes due. Interest will apply to the period from the calendar day following the payment due date to the date the payment is made, inclusive. Suspension of payments by the ES will not be considered a delay in payment.

ART. II.6 - RECOVERY

II.6.1. When the total of payments made exceeds the amount actually due under the contract or when a collection is justified in accordance with the provisions of the contract, the awarded contractor shall repay the corresponding amount in Euros upon receipt of the debit note, in accordance with the terms and deadlines set by the ES.



- II.6.2.** If payment is not made within the period indicated in the request for reimbursement, interest shall be added to the amount due at the interest rate mentioned in Article II.5.3. The interest shall be applied from the calendar day following the due date until the calendar day on which the debt is repaid in full.
- II.6.3.** The ES may, after notifying the awarded contractor, offset certain, liquid, and due credit instruments when the contractor also holds certain, liquid, and due credit instruments against the IOC. Additionally, the ES may demand the execution of the guarantee, if so stipulated.

ARTICLE II.7 - REIMBURSEMENTS

- II.7.1.** Not applicable
II.7.2. Not applicable
II.7.3. Not applicable
II.7.4. Not applicable
II.7.5. Not applicable

ARTICLE II.8 - OWNERSHIP OF RESULTS - INTELLECTUAL OR INDUSTRIAL PROPERTY

All results or rights thereon, including copyrights and other intellectual or industrial property rights, obtained in execution of the contract shall be the exclusive property of the IOC, which may use, publish, assign or transfer them as it deems appropriate, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the execution of the contract.

ARTICLE II.9- CONFIDENTIALITY

- II.9.1.** The awarded contractor shall undertake to treat all information and documents relating to the performance of the contract in strict confidence and not to use or disclose them to third parties. The awarded contractor shall continue to be bound by this undertaking after completion of the work.
- II.9.2.** The awarded contractor shall obtain from all members of its staff and its administrative and managerial bodies the commitment to respect the confidentiality of all information directly or indirectly related to the execution of the tasks and not to disclose to third parties or use for its own benefit or that of third parties any document or any information that has not been made public, even after completion of the tasks.



ARTICLE II.10 - USE, DISSEMINATION AND PUBLICATION OF INFORMATION

- II.10.1.** The awarded contractor shall authorize the IOC to process, use, disseminate and publish for all purposes, by all means and on all media, the data contained in or related to the contract, in particular the identity of the awarded contractor, the subject and duration of the contract, the amount paid and the reports. In the case of personal data, Article I.8 shall apply.
- II.10.2.** Unless otherwise provided in the Special Conditions, the ES shall not be obliged to disseminate or publish the documents or information submitted in connection with the performance of the contract. If it decides not to publish the documents or information submitted, the awarded contractor may not disseminate or publish them elsewhere without the prior written consent of the ES.
- II.10.3.** Any dissemination or publication by the awarded contractor of information related to the contract must be previously authorized in writing by the ES. They must state the amount paid by the IOC and specify that the opinions expressed are exclusively those of the awarded contractor and do not represent the official position of the IOC.
- II.10.4.** The awarded contractor shall be prohibited from using the information obtained in connection with the contract for purposes other than the performance of the contract, except with the prior express written authorization of the ES.

ARTICLE II.11 - TAX PROVISIONS

- II.11.1.** The awarded contractor shall be solely responsible for compliance with applicable tax legislation. Any non-compliance shall invalidate the invoices submitted.
- II.11.2.** The invoices submitted by the awarded contractor shall state the place where VAT is payable and shall mention separately the amounts excluding VAT and the amounts including VAT.

ARTICLE II.12 - FORCE MAJEURE

- II.12.1.** "Force majeure" means any unforeseeable and exceptional situation or event, independent of the will of the parties and not attributable to the fault or negligence of one of them or of a subcontractor, which prevents one of the parties from performing one or more of its contractual obligations and which could not be resolved despite all due diligence. Defects in equipment or materials, delays in deliveries, labor disputes, strikes or financial problems may only be invoked as force majeure if they are a direct consequence of a specific force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if one of the contracting parties is faced with a case of force majeure, it shall notify the other party without delay



by registered letter with acknowledgement of receipt or by an equivalent means, specifying its nature, its probable duration and its foreseeable effects.

II.12.3. Neither party shall be deemed to have failed to perform its contractual obligations if it has been prevented from doing so by force majeure. If the awarded contractor is prevented by force majeure from fulfilling its contractual obligations, its right to remuneration shall be limited to the work actually performed.

II.12.4. The contracting parties shall take all appropriate measures to reduce damage to a minimum.

ARTICLE II.13 - SUBCONTRACTING

II.13.1. The awarded contractor may not subcontract without the prior written authorization of the ES nor have the contract executed *de facto* by third parties.

II.13.2. Even if the ES authorizes the awarded contractor to subcontract to third parties, it shall not release it from its obligations to the ES under the contract and shall assume sole responsibility for its proper performance.

II.13.3. The awarded contractor shall ensure that the subcontract does not affect the rights and guarantees enjoyed by the ES under the contract.

ARTICLE II.14 - ASSIGNMENT

II.14.1. The awarded contractor may not assign all or part of the rights or obligations arising from the contract without the prior written authorization of the ES.

II.14.2. In the absence of the authorization referred to in paragraph 1 or in the event that the requirements contained therein are not complied with, the assignment made by the awarded contractor will not be enforceable against the ES nor will it have any effect whatsoever on it.

ARTICLE II.15 - TERMINATION OF THE CONTRACT BY THE EXECUTIVE SECRETARIAT

The ES may terminate this contract in the following circumstances:

- (a) if the awarded contractor is in the process of bankruptcy or being wound up, undergoing judicial intervention or arrangement with creditors, cessation of activity or any analogous situation as a result of a process of an analogous nature existing in the national legislations and regulations;
- (b) if the awarded contractor is not up to date with the payment of its social security contributions or its taxes in accordance with the legal provisions of the country in which it is established, or with those of the country in which the contract is to be performed;



- (c) if the ES demonstrates or has serious suspicions that the awarded contractor or any person or entity related to the awarded contractor has committed grave professional misconduct;
- (d) if the ES proves or has serious suspicions that the awarded contractor or any person or entity related to the successful tenderer has committed an offence of fraud, corruption, participation in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- (e) if the ES demonstrates or has serious suspicions that the awarded contractor or any person or entity related to the awarded contractor has committed substantial errors, irregularities or fraud in the award procedure or in the execution of the contract;
- (f) if the awarded contractor fails to comply with the obligations set forth in Article II.3;
- (g) if the awarded contractor is found guilty of false declarations in providing the information required by the ES for its participation in the procurement procedure, or has failed to provide such information;
- (h) when a change in the legal, financial, technical or organizational situation of the awarded contractor is likely, according to the ES, to substantially affect the performance of the contract;
- (i) if the execution of the tasks has not effectively commenced within three months following the date foreseen for such purpose and if the new date foreseen, if applicable, is considered unacceptable by the ES;
- (j) if the awarded contractor is unable, through its own fault, to obtain a permit or authorization necessary for the execution of the contract;
- (k) if the awarded contractor persists in noncompliance with its contractual obligations, even though it has received a written notice stating the nature of the alleged noncompliance and giving him a reasonable time to remedy the situation.

II.15.2. In the event of force majeure, notified in accordance with the provisions of Article II.4, each of the contracting parties may terminate the contract if its performance cannot be guaranteed within a period corresponding to at least one-fifth of the planned duration.

II.15.3. Prior to any termination under (c), (d), (e), (h) or (k) above, the awarded contractor may submit its observations. Termination shall be effective as of the date of receipt by the awarded contractor of the registered letter with acknowledgment of receipt terminating the contract, or as of any other date mentioned in the letter of termination.

II.15.4. Effects of termination:

If the ES terminates the contract in accordance with the provisions of this Article, and without prejudice to the other provisions of the contract, the awarded contractor shall waive any claim for compensation for consequential damages, in particular for loss of expected profits as a result of non-completion of the work. Upon receipt of the letter of termination of the contract, the awarded contractor shall take all necessary measures to reduce costs to a minimum, avoid damages and cancel or reduce its commitments. He shall draw up the documents required by the Special Conditions for the tasks performed



up to the date on which the termination became effective, within a maximum period of sixty days from that date.

The ES may claim compensation for any damage caused and may recover any amount paid to the awarded contractor under the contract.

Upon termination, the ES may hire any other contractor to complete the services.

The ES may claim from the awarded contractor the reimbursement of any additional costs caused by the termination of the services, without prejudice to any other right or guarantee in its favor according to the contract.

ARTICLE II.15A - SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD COMMITTED BY THE AWARDED CONTRACTOR

If after the award of the contract it is proven that in the award procedure or in the execution of the contract there have been substantial errors, irregularities or fraud committed by the awarded contractor, the ES may refuse to make payment, recover amounts already paid or terminate all contracts signed with such awarded contractor, in proportion to the seriousness of such errors, irregularities or fraud.

ARTICLE II.16 - DAMAGES

If the awarded contractor fails to perform its contractual obligations within the time stipulated in the contract, and without prejudice to the actual or potential contractual liability of the awarded contractor and the right of the ES to terminate the contract, the ES may decide to impose on the awarded contractor the payment of damages equal to 0.2% of the amount stipulated in Article I.3.1 for each calendar day of delay within the limits set forth in Article I.9.1. The awarded contractor may present arguments against such decision within thirty days following notification thereof by registered letter with acknowledgement of receipt or by any other equivalent means. In the absence of a decision by the latter or if the ES does not withdraw such decision in writing within 30 days of receipt of the allegations, the decision imposing the payment of damages shall be enforceable. Such damages shall not apply if the payment of interest for delay in the performance of the contract is foreseen. The ES and the awarded contractor expressly acknowledge that any amount payable under this article shall be considered as damages and not as a penalty, and shall represent reasonable compensation for losses that may have resulted from the breach of obligations.

ARTICLE II.17 - MONITORING AND AUDITING

II.17.1. The IOC shall be empowered to audit the documents held by natural or legal persons benefiting from payments charged to the IOC budget from the signing of the contract until five years after the payment of the balance.



II.17.2. The ES or an external body of its choice shall have the same rights as the IOC with regard to monitoring and auditing relating to the fulfillment of contractual obligations from the signing of the contract until five years after payment of the balance.

II.17.3. In addition, the IOC may carry out on-site checks and inspections from the date of the contract until five years after payment of the balance.

ARTICLE II.18 - AMENDMENTS

Any amendment to the contract must be the subject of a written agreement signed by the contracting parties. No oral agreement may be binding on the contracting parties.

ARTICLE II.19 - SUSPENSION OF THE CONTRACT

Without prejudice to its right to terminate the contract, the ES may at any time and for any reason suspend the execution, in whole or in part, of the tasks foreseen by the contract. Such suspension shall be effective on the date on which the awarded contractor receives notice by registered letter with acknowledgment of receipt or by any other equivalent means, or on a later date indicated in the notice. After suspension, the ES may at any time request the awarded contractor to resume the suspended work. The awarded contractor may not claim compensation for having suspended the contract in whole or in part.

This contract is signed electronically on the date indicated in the respective signatures.

The Parties agree that the electronic signature of this Agreement using the Xolido Sign tool shall be considered valid and legally binding. This Agreement shall be deemed to be an original for all purposes.

SIGNATURES

By the awarded contractor,

.....
.....

For the IOC
The Executive Director
Jaime Lillo

signature[s]: _____

firma[s]: _____



INTERNATIONAL
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ANNEX I: TENDER SPECIFICATIONS



INTERNATIONAL
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INTERNACIONAL

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INTERNATIONAL

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ANNEX II: AWARDED CONTRACTOR'S TENDER



INTERNATIONAL
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ANNEX III: ORDER FORM TEMPLATE



INTERNATIONAL
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<p>INTERNATIONAL OLIVE COUNCIL</p> <p>C/ Príncipe de Vergara 154</p> <p>Madrid - 28002</p> <p>Tlf.: 91.590.36.38 Fax: 91.563.12.63</p>	<p>ORDER FORM</p>	Number of sheets	Sheet No.	Date and reference		
		Code of the awarded contractor:				
		Country of origin: SPAIN Currency of payment: EUR				
DESCRIPTION OF GOODS OR SERVICES	UNIT	QUANTITY	PRICE in €			
			UNIT	TOTAL		
	Packaging Insurance Transportation Mounting VAT TOTAL :					
Place of delivery or performance and/or Incoterm and working hours:	<p align="center">Supplier's signature</p> Name: Position: Date:					
Delivery or performance date: 15-20 days from acceptance						
Payment: 30 days after receipt of invoice						
Supplier's bank account:						
<p>Acceptance of the budget by the IOC:</p> Date of issue: Signature: Internal Comptroller Executive Director						



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ANNEX IV: FINANCIAL GUARANTEE FORM TEMPLATE



(This document must be drawn up on the financial institution's letterhead.)

[...]

REFERENCE: GUARANTEE NO. [...]
SUBJECT: FINANCIAL COLLATERAL INTENDED TO COVER THE GUARANTEE OF
GOOD PURPOSE CONSTITUTED UNDER CONTRACT NUMBER XXX

The undersigned,.....[name, address and telephone number of the financial institution], represented by.....[position], hereby irrevocably declare that they are jointly and severally liable to provide an irrevocable and unconditional guarantee as principal guarantors on behalf of [name and address of the company] for the payment to the Executive Secretariat of [insert amount equivalent to 10% of the amount set out in the annual contract, in figures and letters] corresponding to the guarantee referred to in the article of the agreement [insert agreement number and acronym] signed between the [name and address of the company] and the Executive Secretariat (hereinafter referred to as "the contract").

Payment will be made without objection or legal proceedings of any kind, upon receipt of your first written demand, sent by registered letter with advice of receipt or equivalent, stating that [name and address of company] has failed to meet one of its contractual obligations. We will not delay payment or object to payment on any grounds whatsoever. We will inform you in writing as soon as payment has been made.

We further agree that no modification of the terms of the agreement signed between the Executive Secretariat and the company [name and address of the company] can release us from our obligation under this guarantee. We waive our right to be informed of any change, extension or modification of the contract.

We have noted that this financial guarantee will apply until the fifteenth day (including that day) after the date of payment of the balance.

The Executive Secretariat undertakes to release the guarantee within thirty (30) days of such payment by expressly releasing and returning the original guarantee to the beneficiary under the contract. In case of partial release, the original will remain in the possession of the Executive Secretariat until the date of receipt of an updated guarantee by the [financial institution] in accordance with this guarantee.

This guarantee will be governed by the law applicable to the contract. Any dispute on matters relating to this guarantee will be settled in accordance with the dispute resolution rules set out in the contract. This guarantee will come into force and take effect from the date of signature.

Done at [insert place], on [insert date].

[Signature]

Attach a list of persons authorised to sign the guarantees with acknowledgement of specific signatures or powers of attorney.



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ANNEX V: CHANGE OF BANK ACCOUNT FORM



FORMULARIO DE IDENTIFICACIÓN FINANCIERA

DECLARACIÓN DE PRIVACIDAD

Al suscribir este formulario, usted reconoce haber sido informado sobre el tratamiento de sus datos personales por parte del COI.

Por favor, utilice MAYÚSCULAS y CARACTERES LATINOS al rellenar el formulario.

DATOS BANCARIOS ①	
IDENTIFICADOR DE LA CUENTA ②	
IBAN/NÚMERO DE CUENTA ③	
MONEDA	
CÓDIGO BIC/SWIFT RAMA ④	CÓDIGO SUCURSAL
NOMBRE DE LA ENTIDAD	
DIRECCIÓN SUCURSAL BANCARIA	
CALLE Y NÚMERO	
CIUDAD/CÓDIGO POSTAL	
PAÍS	
DATOS DEL TITULAR DE LA CUENTA	
SEGÚN LO DECLARADO AL BANCO	
TITULAR DE LA CUENTA	
CALLE Y NÚMERO	
CIUDAD/CÓDIGO POSTAL	
PAÍS	
REMARK	
SELLO DE LA ENTIDAD + FIRMA DEL REPRESENTANTE DE LA ENTIDAD ⑤	FECHA (obligatoria)
	FIRMA DEL TITULAR DE LA CUENTA (obligatoria)

① Introduzca los datos del banco final y no los del banco intermediario.

② No se refiere al tipo de cuenta. El nombre de la cuenta suele ser el del titular de la misma. Sin embargo, el titular de la cuenta puede haber optado por dar un nombre diferente a su cuenta bancaria.

③ Rellene el código IBAN (número de cuenta bancaria internacional) si existe en el país donde está establecido su banco

④ Sólo aplicable para EE.UU. (código ABA), para AU/NZ (código BSB) y para CA (código Transit). No se aplica a otros países.

⑤ Es preferible adjuntar una copia del último extracto bancario. Tenga en cuenta que el extracto bancario tiene que confirmar toda la información indicada anteriormente en "Nombre de la cuenta", "Número de cuenta/IBAN" y "Nombre del banco". Con un extracto bancario adjunto, no se requiere el sello del banco ni la firma del representante del banco. La firma del titular de la cuenta y la fecha son SIEMPRE obligatorias.