Framework Service Contract

Title: Procurement of external translation and revision services between English, French, Spanish and Italian (Lot 1), and between Arabic and each of the other four official IOC languages, in both directions (Lot 2).

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, Executive Director, on the one hand, and

[full official name]

[official legal form]

[legal registration number]

[full official address]

[VAT identification number]

(hereinafter referred to as "the contractor"), represented for the purposes of signing this contract by

…… in the capacity of ……

on the other hand,

AGREE

The following Special Conditions and General Conditions and the following Annexes:

Annex I	Tender specifications with reference CO/ 2026-14
Annex II	Contractor's offer
Annex III	Order form template
Annex IV	Form for requesting a change of bank account

Which form an integral part of this contract (hereinafter "the contract").

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 forming part of the contract shall be construed in relation to one another. Any ambiguity or discrepancy within one part or between different parts shall be interpreted or corrected by means of a written instruction from the ES, without prejudice to the rights of the contractor referred to in Article I.7 in the event that it challenges such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 – PURPOSE

I.1.1. The purpose of the contract is the procurement of external translation and revision services for the IOC, divided into two lots: Lot 1 covers translation and revision between English (British English), French, Spanish (Iberian Spanish) and Italian, in all directions, excluding Arabic; Lot 2 covers translation and revision between Arabic (Modern Standard Arabic) and each of the other four official IOC languages (English, French, Spanish and Italian), in both directions.

I.1.2. The contractor shall perform the tasks assigned to it in accordance with the specifications attached to this contract (Annex I) and its tender (Annex II).

ARTICLE I.2 – ENTRY INTO FORCE AND DURATION

I.2.1. The contract shall enter into force on xxxxx, provided that it has been signed by the contracting parties, and shall have a maximum duration of four years. The parties agree that this contract shall be automatically renewed for successive periods of one year, unless either party notifies the other in writing of its intention not to renew it at least 90 days before the expiry date. Under no circumstances shall the total duration of the contract, including any automatic renewals, exceed four years from the date of its entry into force.

Should the contractor decide not to renew the contract at the end of any of its annual renewal periods, they shall provide sufficient technical assistance during the 90 days following the expiry of the contract to ensure an effective transfer of relevant information, documentation and knowledge to the new service provider taking over the services.

I.2.2. Under no circumstances may the performance of the tasks commence before the date of entry into force of the contract.

I.2.3. Once the order has been placed (using the form included in Annex III), the contractor shall carry out the work in accordance with the agreed schedule.

ARTICLE I.3. – CONTRACT PRICE

I.3.1. The amount payable by the ES under the contract shall be in accordance with the rates set out in the contractor's financial offer. VAT and other taxes shall be included.

All expenses to be incurred by the contractor in fulfilling its obligations shall also be included, such as the necessary materials, transport and travel, as well as the fees and remuneration of its staff.

The prices offered shall include all the rights and obligations set out in the specifications in Annex I.

The amount may be revised annually, taking into account, for the calculation of the year, the date of signature in accordance with the variation that the Consumer Price Index (CPI) has undergone in that year, in accordance with the official data provided by the National Statistics Institute for the general index.

I.3.2. Not applicable.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payment for the services provided shall be made upon presentation of an invoice. Such payment shall only be made if the contractor has fulfilled all its contractual obligations on the date of dispatch of its invoice. Invoices shall be paid by bank transfer and shall be sent, as required and only by email, to the following address: factura@internationaloliveoil.org.

I.4.1. Invoicing

The contractor must issue invoices containing at least the following information:

- name and address of the contractor;
- date and number of the invoice;
- contract numbers mentioned on the first page of the contract;
- price before and after tax;
- percentage and amount of value added tax (VAT);
- detailed breakdown of the services invoiced;

I.4.2. Not applicable

ARTICLE I.5 – BANK ACCOUNT

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

Bank name: [complete]

Full address of the bank branch: [complete]
Exact name of the account holder: [complete]
Full bank account number, including codes: [complete]
IBAN code: [complete]
SWIFT/BIC code: [complete]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the contract shall be made in writing and shall include the contract number.

Communications shall be sent by email to the following address: iooc@internationaloliveoil.org

Exceptionally, ordinary mail may be sent to the following address:

Executive Secretariat
International Olive Council
Príncipe de Vergara, 154
28006 MADRID (SPAIN)

Any communication shall be deemed to have been received by the ES on the date on which it is registered by the department responsible and the corresponding acknowledgement of receipt is sent.

ARTICLE I.7 – APPLICABLE LAW AND DISPUTE RESOLUTION

I.7.1. The contract shall be governed by Spanish substantive law.

a) Without prejudice to Article I.7.2, in the event of a dispute between the parties as a result of the interpretation or application of the contract, if the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to mediation.

If either party sends written notification to the other of its desire to commence mediation, and the other party accepts in writing, the parties shall jointly appoint an acceptable mediator within two weeks of the date of such written agreement.

If the parties are unable to agree on the appointment of a mediator within that period, either party may request the appointment of a mediator from the Madrid Business Mediation Centre of the Madrid Chamber of Commerce, in accordance with its Rules in force on the date of submission of the request for mediation.

In the absence of a resolution of the disputes in accordance with said Regulations within 60 days of the Centre's acceptance of the request for mediation, or upon the

expiry of any other period expressly stipulated by the parties, the disputes shall be definitively resolved by arbitration in accordance with the provisions of Article I.7.2.

The parties agree to bear the costs of the mediator's mediation in equal shares, not including in such costs any other expenses incurred by either party in connection with the mediation.

I.7.2. Any dispute between the parties arising from the interpretation or performance of the contract that cannot be resolved by mutual agreement shall be submitted to the Arbitration Court of the Madrid Chamber of Commerce, which shall be responsible for administering the arbitration and appointing an arbitrator in accordance with the provisions of its Rules in force on the date of submission of the request for arbitration. The Arbitral Tribunal shall be composed of one arbitrator. The place of arbitration shall be Madrid. The arbitrator's decision shall be final and binding. Each party shall be responsible for its share of the arbitration costs in accordance with the provisions of the applicable Arbitration Rules.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the contract shall be processed in accordance with the principles and directives of the IOC in force and solely for the purpose of the performance, management, and monitoring of the contract by the IOC Executive Director, without prejudice to possible transmission to bodies responsible for supervision or inspection tasks in accordance with the applicable legislation. The contractor shall have the right of access to its personal data and to rectify any inaccurate or incomplete data.

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

ARTICLE I.9– OTHER SPECIAL CONDITIONS

I.9.1. Procedure for the approval of deliverables

All translation services provided under the contract shall be subject to quality control and formal acceptance by the IOC ES.

Translations shall be complete, accurate, linguistically appropriate and consistent with the terminology, editorial standards and specific instructions provided by the IOC. Deliverables shall be of a quality suitable for their intended use without requiring substantial additional revision by the IOC.

Where deficiencies are identified, the IOC may request the service provider to make the necessary corrections or revisions at no additional cost and within a specified deadline.

The IOC reserves the right to reject deliverables that fail to meet the contractual requirements or to apply the remedies provided for in the contract.

Invoices shall be approved for payment only upon satisfactory completion of the assignment and formal acceptance of the corresponding deliverables by the IOC ES.

I.9.2. Templates for financial guarantees

Not applicable

I.9.3. Penalties for breach of contractual obligations

In the event that the contractor fails to fulfil the obligations set out in the contract in accordance with the highest expected performance standards, then, without prejudice to any actual or potential liability that the 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 amount in Article I.3.1 of the contract. The contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. If the contractor does not respond or the ES does not revoke its decision in writing within 30 days of receipt of the arguments, the decision to impose financial penalties shall become enforceable.

I.9.4. Combined penalties and damages

The combined amount of the penalty under Article I.9.3, together with the damages under Article II.16, may not exceed 10 % of the contract price as specified in Article I.3.1 of the contract.

I.9.5. Change of bank account

Changes to bank accounts (as specified above in Article I.5) must be made by written agreement signed by the parties and must be indicated on the invoice or payment request. The annexed form (Annex IV) must be used, duly completed with financial identification details and signed or countersigned by the official representative of the contractor.

I.9.6. Not applicable.

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The contractor shall perform the contract with the utmost professionalism. The contractor shall be solely responsible for complying with all legal obligations incumbent upon it, and in particular those arising from labour, tax and social legislation.

II.1.2. The necessary procedures to obtain all the permits and authorisations 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 contractor are to be performed, shall be the sole responsibility of the contractor.

II.1.3. Without prejudice to the provisions of Article II.3, any reference to the contractor's staff in the contract shall refer exclusively to the persons involved in the performance of the contract.

II.1.4. The contractor shall ensure that all persons involved in the performance of the contract have the professional qualifications and experience required to perform the tasks assigned to them.

II.1.5. The contractor may not represent the ES or behave in a manner that could give that impression. It must inform third parties that it is not part of the IOC staff.

II.1.6. The contractor shall be solely responsible for the staff performing the tasks assigned to them.

In the context of labour or service relations with its staff, the contractor shall specify:

- That the staff performing the tasks entrusted to the contractor may not receive direct orders from the ES;
- That the ES may not under any circumstances be considered the employer of such staff and that the latter undertake not to invoke before the ES any rights arising from the contractual relationship between the ES and the contractor.

II.1.7. Should any incident occur due to the actions of any of the contractor's staff working on the ES' premises, or in the event that the experience and/or skills of any of the contractor's staff are not in line with the profile required by the contract, the contractor shall replace them without delay. The ES may request, stating its reasons, the replacement of the staff member in question. The replacement staff must have the necessary qualifications and be able to continue the performance of the contract under the same contractual conditions. The contractor shall be liable for any delay in the performance of the tasks entrusted to it as a result of the replacement of staff in accordance with the provisions of this article.

II.1.8. If any unforeseen event, action or omission directly or indirectly hinders the partial or total performance of the tasks, the contractor shall take note of this 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 contractor to ensure full compliance with its contractual obligations. In such a case, the contractor shall give priority to resolving the problem rather than determining responsibilities.

II.1.9. If the 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 non-compliance. The ES may also impose penalties or payment of damages, in accordance with the provisions of Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. Except in the case of wilful misconduct or gross negligence on its part, the ES shall not be held liable for any damage caused by the contractor in the performance of the contract.

II.2.2. The contractor shall be liable for any loss or damage caused by its staff during the performance of the contract, including in the context of subcontracting as referred to in Article II.13. The ES shall not be held liable for any acts or breaches committed by the contractor during the performance of the contract.

II.2.3. The contractor shall be liable for any compensation in the event of any action, claim or appeal brought by a third party against the ES as a result of any damage caused by the contractor during the performance of the contract.

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

II.2.5. The contractor shall take out insurance covering the risks and damages relating to the performance of the contract as required by applicable law. It shall take out additional insurance as is customary in its sector of activity. It shall send the ES a copy of all relevant insurance policies if so requested.

ARTICLE II.3 – CONFLICT OF INTEREST

II.3.1. The contractor shall take all appropriate measures to prevent any situation that could compromise the impartial and objective performance of the contract. Conflicts of

interest may arise in particular due to economic interests, political or national affinities, family or sentimental ties, or any other connection or community of interests. 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 a conflict of this nature, the contractor shall immediately take all appropriate measures to remedy it.

The ES reserves the right to verify the appropriateness of these measures and to require, if necessary, that additional measures be taken within the time limit stipulated for this purpose. The contractor shall ensure that the members of its staff and its administrative and management 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 contractor shall immediately replace, without any compensation being payable to the ES, any member of its staff who is exposed to such a situation.

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

II.3.3. The contractor declares:

- That it has not made and will not make any offer of any kind that could be exploited under this contract;
- That it has not granted, sought, attempted to obtain or accepted, nor will it grant, seek, attempt to obtain or accept any benefit, in cash or in kind, from anyone or for anyone, where such benefit constitutes an illegal practice or involves corruption, directly or indirectly, insofar as it is a gratuity or reward related to the performance of the contract.

II.3.4. The contractor shall communicate in writing all relevant obligations to its staff and administrative and management bodies, as well as to third parties involved in the performance of the contract. It shall send the ES a copy of the instructions given and the commitments made, if so requested.

ARTICLE II.4 – PAYMENTS

Payment shall be made within 30 days of receipt of the invoice, provided that the corresponding services have been duly performed and the deliverables submitted in accordance with the contractual requirements.

Invoices shall include, as a minimum, the contractor's identification details, the amount payable, the currency and the date of issue. Invoices lacking any of these elements shall be rejected, and the contractor shall be informed of the reasons for rejection.

The time limit for payment may be suspended where the invoice contains errors or the corresponding deliverables have not been accepted by the IOC. In such cases, the contractor

shall be notified in writing of the reasons for suspension and, where applicable, requested to provide the necessary corrections or documentation within a specified deadline.

The payment period shall resume once the corrected or missing documents have been received or the deficiencies preventing acceptance have been remedied.

ARTICLE II.5 – GENERAL PROVISIONS ON PAYMENTS

II.5.1. Payments shall be considered effected on the date they are debited from the account of the ES.

II.5.2. The payment deadlines stipulated in Article II.4 may be suspended by the ES at any time, provided that the contractor has been informed that their payment request is not admissible, either because the credit is not due or because the corresponding deliverables have not been accepted by the IOC. In case of doubt as to the admissibility of the expenditure mentioned in the payment request, the ES may suspend the payment deadline in order to carry out additional checks, prior to payment, whether the expenditure is admissible.

The ES shall notify the contractor in writing of such suspension and the reasons for it. The suspension shall take effect on the date of dispatch of the letter. The remainder of the period provided for in Article II.4 shall resume once the suspension has been lifted.

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

Interest shall be calculated at the interest rate applied by the European Central Bank to its most recent main refinancing operations (the 'reference rate'), plus seven percentage points (the 'margin'). The applicable reference rate shall be that in force on the first day of the month in which the payment was due. Interest shall be applied to the period between the calendar day following the expiry of the payment deadline and the date of payment inclusive. The suspension of payments by the ES shall not be considered a delay in payment.

ARTICLE II.6 – RECOVERY

II.6.1. Where the total payments made exceed the amount actually due under the contract or where a recovery is justified under the terms of the contract, the contractor shall repay the corresponding amount in euros upon receipt of the debit note, in accordance with the terms and conditions set by the ES.

II.6.2. If payment is not made within the period specified in the request for reimbursement, interest at the rate mentioned in Article II.5.3 shall be added to the amount due. Interest shall be applied from the calendar day following the due date until the calendar day on which the debt has been repaid in full.

II.6.3. The ES may, after notifying the contractor, collect established, liquid and enforceable claims by means of set-off when the contractor is likewise the holder of established, liquid and enforceable claims against the IOC. The ES may also demand the enforcement 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 THE RESULTS – INTELLECTUAL OR INDUSTRIAL PROPERTY

Any results or rights, including industrial and intellectual property rights, arising from the performance of the contract shall belong solely and exclusively to the IOC, which may use, publish, assign or transfer them as it deems appropriate, without geographical or other limitations, unless there are industrial or intellectual property rights prior to the conclusion of the contract.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The contractor undertakes to treat all information and documents relating to the performance of the contract as strictly confidential and not to use or disclose them to third parties. The contractor shall remain bound by this undertaking after the tasks have been completed.

II.9.2. The contractor shall obtain from all members of its staff and its administrative and management bodies a commitment to respect the confidentiality of all information directly or indirectly related to the performance of the tasks and not to disclose to third parties or use for its own benefit or that of third parties any document or information that has not been made public, even after the tasks have been completed.

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

II.10.1. The contractor shall authorise the IOC to process, use, disseminate and publish for all purposes, by all means and, in all media, the data contained in or related to the contract, in particular the identity of the contractor, the subject matter 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 specified 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 contractor may not disseminate or publish them elsewhere without the prior written authorisation of the ES.

II.10.3. Any dissemination or publication by the contractor of information relating to the contract must be authorised in advance in writing by the ES. They must mention the amount paid by the IOC and specify that the opinions expressed are solely those of the contractor and do not represent the official position of the IOC.

II.10.4. The contractor shall be prohibited from using the information obtained in connection with the contract for purposes other than the performance of the contract, unless expressly authorised in writing by the ES.

ARTICLE II.11 – TAX PROVISIONS

II.11.1. The contractor shall be solely responsible for compliance with applicable tax legislation. Any non-compliance shall invalidate the invoices submitted.

II.11.2. Not applicable

II.11.3. Not applicable

II.11.4. The invoices submitted by the contractor shall state their place of VAT taxation and shall separately mention the amounts without VAT and the amounts with VAT included.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. "Force majeure" means any unforeseeable and exceptional situation or event, beyond the control of the parties and not attributable to the fault or negligence of either party or a subcontractor, which prevents either party 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 delivery, labour disputes, strikes

or financial problems may only be invoked as cases of force majeure if they are the direct consequence of a specific case of 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, probable duration and foreseeable effects.

II.12.3. Neither party shall be deemed to have failed to fulfil its contractual obligations if it has been unable to perform them due to force majeure. Where the contractor is prevented by force majeure from fulfilling its contractual obligations, its right to remuneration shall be limited to the tasks actually performed.

II.12.4. The contracting parties shall take all appropriate measures to minimise damage.

ARTICLE II.13- SUBCONTRACTING

II.13.1. The contractor may not subcontract without the prior written authorisation of the ES or have the contract performed de facto by third parties.

II.13.2. Even if the ES authorises the contractor to subcontract to third parties, this shall not release the contractor from its obligations to the ES under the contract and the contractor shall assume sole responsibility for its successful completion.

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

ARTICLE II.14 – ASSIGNMENT

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

II.14.2. If the authorisation referred to in paragraph 1 is not obtained or if the requirements contained therein are not met, the assignment made by the contractor shall not be enforceable against the ES and shall have no effect on it.

ARTICLE II.15 – TERMINATION OF THE CONTRACT BY THE ES

II.15.1. The ES may terminate this contract in the following circumstances:

(a) if the contractor is in the process of bankruptcy, liquidation, judicial intervention or insolvency proceedings, cessation of activity or any similar situation as a result of a process of an identical nature existing in national legislation and regulations;
(b) if the contractor is not up to date with the payment of social security contributions or taxes in accordance with the legal provisions of the country in which it is based, or those of the country in which the contract is to be performed;
(c) if the ES proves or has serious suspicions that the contractor or any person or entity linked to it has committed serious professional misconduct;
(d) if the ES proves or has serious suspicions that the contractor or any person or entity linked to it has committed fraud, corruption, participation in a criminal organisation or any other illegal activity detrimental to the financial interests of the Communities;
(e) if the ES proves or has serious suspicions that the contractor or any person or entity linked to it has committed substantial errors, irregularities or fraud in the award procedure or in the performance of the contract.
(f) if the contractor fails to comply with the obligations set out in Article II.3;
(g) if the contractor is found guilty of making false statements when providing the information required by the ES for participation in the procurement procedure, or has failed to provide such information;
(h) when a change in the legal, financial, technical or organisational situation of the contractor is likely, in the opinion of the ES, to affect the performance of the contract in a substantial manner;
(i) if the performance of the tasks has not effectively commenced within three months of the date scheduled for that purpose and if the new date scheduled, where applicable, is considered unacceptable by the ES;
(j) if the contractor is unable, through its own fault, to obtain a permit or authorisation necessary for the performance of the contract;
(k) if the contractor persists in failing to fulfil its contractual obligations, even after receiving a written notice setting out the nature of the alleged breach and giving it a reasonable period of time to remedy the situation.

II.15.2. In the event of force majeure, notified in accordance with Article II.12, either contracting party may terminate the contract if its performance cannot be guaranteed for at least one-fifth of the expected duration.

II.15.3. Prior to any termination under points (c), (d), (e), (h) or (k), the contractor may submit its observations.

Termination shall take effect on the date on which the contractor receives the registered letter with acknowledgement of receipt terminating the contract, or on any other date specified in the letter of termination.

II.15.4. Effects of termination:

If the ES terminates the contract in accordance with this article, and without prejudice to the other provisions of the contract, the contractor shall waive any claim for

compensation for indirect damage, in particular for loss of expected profits as a result of the non-completion of the works. Upon receipt of the letter of termination of the contract, the contractor shall take all necessary measures to minimise costs, prevent damage and cancel or reduce its commitments. It shall draw up the documents required by the Special Conditions for the work performed up to the date on which the termination takes effect, 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 contractor under the contract.

Following termination, the ES may engage any other contractor to complete the services.

The ES may claim reimbursement from the contractor for any additional costs incurred as a result of the termination of the services, without prejudice to any other rights or guarantees in its favour under the contract.

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

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

ARTICLE II.16 – DAMAGES AND LOSSES

If the contractor fails to perform its contractual obligations within the period stipulated in the contract, and without prejudice to the actual or potential contractual liability of the contractor and the ES' right to terminate the contract, the ES may decide to impose the payment of damages equivalent to 0.2% of the amount stipulated in Article I.3.1 for each calendar day of delay within the limits established in Article I.9. The contractor may submit arguments against this decision within thirty days of notification thereof by registered letter with acknowledgement of receipt or by any other equivalent means. If the contractor does not respond or if the ES does not withdraw its decision in writing within thirty days of receipt of the arguments, the decision imposing the payment of damages shall be enforceable. Such damages shall not apply if interest is payable for delay in the performance of the contract. The ES and the contractor shall expressly acknowledge that any amount payable under this article shall constitute damages and not a penalty, and shall represent reasonable compensation for losses that may have been caused by the breach of obligations.

ARTICLE II.17 – CONTROLS AND AUDITS

II.17.1. The IOC shall be entitled to audit the documents held by natural or legal persons receiving payments from the IOC budget from the date of signature of the contract until five years after 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 controls and audits relating to the fulfilment of contractual obligations from the signing of the contract until five years after the payment of the balance.

II.17.3. In addition, the IOC may carry out on-site controls 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 agreed in writing and signed by the contracting parties. No verbal agreement shall 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 performance, in whole or in part, of the tasks provided for in the contract. Such suspension shall take effect on the date on which the contractor receives notification by registered letter with acknowledgement of receipt or by any other equivalent means, or on a later date specified in the notification. Following the suspension, the ES may at any time request the contractor to resume the suspended work. The contractor may not claim compensation for the suspension of 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 considered an original for all purposes.

SIGNATURES

For the contractor,
…….
…….
signature[s]:

For the IOC
Executive Director
Jaime Lillo
signature[s];

Annex I	Tender specifications with reference CO/ 2026-14
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