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**CERTIFICATE**

17<sup>th</sup> September 2014

To whom it may concern,

I, Eugene Antoine Aubrey Browne of Durham, England, state that I am a member of the Chartered Institute of Linguists (CIOL, since 17<sup>th</sup> February 2007, membership number 23039), an Associate of the Institute of Translating and Interpreting (ITI, since 2007, membership number 00009606) and have a BA (Hons) degree in Modern Languages combining French, German and Spanish awarded on 22<sup>nd</sup> June 1999.

I carried out proof-reading of the Spanish to English translation entitled "Country Appendix Spain" which was given to me by Schnellübersetzer GmbH of Cologne, Germany. I have carried out proof-reading to the best of my ability and to the code of my professional bodies. The translation is an accurate translation of the original document and I have provided my own stamp.

Signed



This translation is offered to the client and the client hereby accepts that he / she has no claim to indemnity for any loss or injury arising from the same translation whatever the capacity and undertakes not to bring any legal action against the translator in any jurisdiction anywhere in the world with regard to the same translation.

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**COUNTRY APPENDIX: SPAIN****1. ECONOMIC MODEL****1.1 CERTIFICATES****1.1.1 WORKS AND/OR SERVICES**

The certification of works and/or services will be carried out upon their completion or, when in order, in accordance with an agreement with the Unit that uses the services of the CONTRACTOR.

As soon as the works have been performed and/or the services have been provided, and the required documentation has been submitted, the SUPPLIER's supervisor and the CONTRACTOR's representative will certify the works done and/or services provided in accordance with the concepts, codes and prices established in the Specific Terms and Conditions.

If there are any objections or disagreement regarding any of the items under certification, the latter shall be excluded from the certificate, a new one being prepared and included in the next certification, when in order, once the disagreement has been settled.

Based on certification approved by the CONTRACTOR, the SUPPLIER shall issue the corresponding invoices which shall be forwarded as specified in Section 1.2 unless the Specific Terms and Conditions specify to the contrary. The amounts paid by the CONTRACTOR to the SUPPLIER in return for the invoices issued for performing the works and/or providing the services, are not to be interpreted as constituting a prejudgement of their quality, or of their correctness and/or guarantee.

**1.1.2 MATERIALS AND MATERIALS WITH ASSEMBLY**

The materials shall be certified when they are delivered or, if they happen to be materials that involve assembly / mounting, when they are put into operation.

Based on certification approved by the CONTRACTOR, the SUPPLIER shall issue the corresponding invoices which shall be forwarded as specified in Section 1.2. The amounts paid by the CONTRACTOR to the SUPPLIER in return for the invoices issued for the supply are not to be interpreted as constituting a prejudgement of the quality of the materials delivered, or of their correctness and/or guarantee.

**1.2 BILLING**

All the invoices shall be written out in compliance with the taxation and business requirements in force, also including the SUPPLIER's order number + delivery note number, or certificate and order line, if applicable. Failure to comply with any of these requirements will cause the invoices to be rejected.

The invoice date shall not be earlier than the date on which the services were provided or the materials were received. The invoices shall be sent to the CONTRACTOR's Accounts Payable Administration Department or to the unit specified in the Contract/Order, within a period of fifteen (15) days following their issue. Should this deadline be exceeded or in the event that the *documentation and certification required* are not in the possession of the CONTRACTOR by the envisaged deadline, the CONTRACTOR will return the invoices concerned for their due resubmission as soon as the deficiencies have been rectified, with the date updated.

Invoices featuring prices and discounts other than those established in the Contract/Order will not be accepted, except in cases where other prices, terms or conditions are applicable as result of an accepted revision or subsequent written agreement.

The CONTRACTOR may request the SUPPLIER to be included in the electronic certification and billing circuits of GAS NATURAL FENOSA Group. The SUPPLIER agrees to collaborate with the CONTRACTOR in whatever aspects might be necessary for putting this into practice within the period agreed upon. Once electronic billing has been accepted, this system may still be cancelled and billing may revert to the traditional system prior to formal communication between the parties. Billing on paper and electronic billing must not coexist.

### **1.3 PAYMENT TERMS**

The CONTRACTOR will pay all the invoices that are submitted for payment and approved by the latter. They will be paid either by cheque or bank transfer on the dates stipulated in the Contract/Order and within the limits legally established.

## **2. OCCUPATIONAL HEALTH & SAFETY**

The SUPPLIER, and in general all companies or self-employed workers who enter the CONTRACTOR'S facilities, shall cooperate in applying the Occupational Risk Prevention Regulations and, in particular, the provisions that are contained in Spanish Royal Decree 171/2004 relevant to the coordination of business activities, in the way that is set out in that document. The obligation to cooperate will apply to them, regardless of whether or not there is a legally-binding relationship between them.

In application of the first additional provision of Spanish Royal Decree 171/2004 relevant to the coordination of business activities, the works included in the scope of application of Spanish Royal Decree 1627/1997, dated October 24<sup>th</sup>, whereby the minimum health & safety provisions for Construction Works are established, shall be governed by the stipulations contained in that Royal Decree.

It is expressly prohibited to contract workers made available by temporary employment agencies to carry out work or to provide services that are exposed to the risks referred to in Article 8 of Spanish Royal Decree 216/1999, dated 5<sup>th</sup> February, concerning minimum occupational health & safety provisions in the field of temporary employment agencies

(referring to specially hazardous activities and works), or activities where the agreement thus establishes.

The SUPPLIER:

- shall draw up a prevention plan, as established in the regulations in force, which contains the definition and the functions of its preventive organisation.
- shall expressly assign preventive resources for all the work performed at the Contractor's facilities that are included in the situations envisaged in Article 22a of Spanish Royal Decree 604/2006, which modifies Spanish Royal Decree 39/1997 and Spanish Royal Decree 1627/1997, and in compliance with Article 32a of Spanish Act 31/1995 relevant to the prevention of occupational Risks, dated 8<sup>th</sup> November, or the regulations in force at the time.
- with regard to the workers particularly exposed to certain risks, the SUPPLIER shall fulfil the obligations to provide specific protection that are contained in Article 25 of Spanish Act 31/1995 relevant to the prevention of occupational risks, dated 8<sup>th</sup> November, or applicable regulations.
- shall be in possession of the declaration of conformity, CE marking, or compliance with Spanish Royal Decree 1215/1997, for all the equipment that the SUPPLIER will provide for the works contracted by the CONTRACTOR.
- shall make sure that his personnel use protection equipment that is suitable for the works to be done, likewise shall give his personnel the necessary training to enable them to use such equipment properly.
- The jobs contracted may only be undertaken by personnel who are medically fit to carry them out. This medical fitness will be confirmed in the way and at the times established in the regulations.
- undertakes to have a health & safety inspection plan that will be implemented for the work that is done for the CONTRACTOR, regardless of whether or not such work is subcontracted to other companies or self-employed workers.

In general, the company that has been awarded a subcontract will take part in as many meetings, visits and/or inspections as may be required by the CONTRACTOR on matters concerning safety.

Further to the aforementioned general requirements, the SUPPLIER shall comply with the following specific requirements applicable to **construction works**:

- The health & safety plan shall be prepared by the successful bidder and shall contain the risk assessment, preventive measures and the protections required for the specific Works situation, budget included. With respect to jobs and tasks that are not included under the scope of application of Spanish Royal Decree 1627/97, (for example,

assembling and mounting machinery), the SUPPLIER shall draw up a preventive measures planning document, which shall contain at least the risk assessment for the work to be done (especially those risks contained in Appendix II of Spanish Royal Decree 1627/97), based on the characteristics of the work, informing the workers about these risks as well as on the preventive measures and the protective devices required.

- The SUPPLIER shall not begin his activities until the health & safety plan has been approved by the health & safety officer, during the performance stage.
- The SUPPLIER shall be in possession of a certificate proving that he is registered in the construction sector of the Register of Accredited Companies, in compliance with what is stipulated in Spanish Act 32/2006 and Spanish Royal Decree 1109/2007.

### **3. SUBCONTRACTING**

Subcontracting for the works will be governed by Spanish Act 32/2006, which governs subcontracting in the construction sector.

Furthermore, the SUPPLIER undertakes to require the inclusion in the contracts with his subcontractors in Spain, of a stipulation that makes effective the subcontractor's commitment to renounce direct action as referred to in Article 1597 of the Spanish Civil Code.

Notwithstanding the aforementioned, the SUPPLIER undertakes to exempt the CONTRACTOR from and indemnify him for any claim made by a subcontractor against the CONTRACTOR that is directly or indirectly associated with the provision of services, the supply of materials or the performance of works.

### **4. PROTECTION OF PERSONAL DATA**

If the nature of the work requires the SUPPLIER to access data of a personal nature in accordance with what is established in Article 12 of the Spanish Personal Data Protection Act (hereinafter LOPD), the SUPPLIER will, for all purposes, be responsible for the processing of such data.

As a result, the data of a personal nature that the CONTRACTOR supplies to the SUPPLIER, or the data that the SUPPLIER accesses for the exclusive purpose of carrying out the work, will under no circumstances be regarded a communication of data of a personal nature under the terms envisaged in Article 11 of the LOPD. As the body responsible for processing the data, the SUPPLIER shall:

- Treat as strictly confidential, any data or information of a personal nature that the CONTRACTOR provides him with, or the data or information to which the SUPPLIER has direct access, for the purpose of fulfilling the terms of the Contract.

In this sense, the SUPPLIER and the CONTRACTOR commit to comply with the provisions contained in the regulations in force at any given time in matters concerning the protection of personal data.

- Treat the data of a personal nature for which the CONTRACTOR is responsible only in the way he is instructed to by the latter, and not to apply or use such data or information for any purpose other than to carry out the work that is the subject of the Contract, and not to communicate such data or information to third parties, not even for storage purposes.

In compliance with the provisions contained in Articles 21.2 and 21.3 of Spanish Royal Decree 1720/2007, dated 21<sup>st</sup> December, whereby approval is given to the regulations for the development of Spanish Act 15/1999, dated 13<sup>th</sup> December, concerning personal data protection, the SUPPLIER shall make known to the CONTRACTOR, the data that identifies the company to which he is going to subcontract the work concerned, before going ahead with the subcontracting process.

In such cases, the subcontractors shall also comply with the CONTRACTOR's instructions concerning the protection of data.

Reference to the above shall also be mentioned in any future contracts that the subcontractors sign with the SUPPLIER.

To this effect, subcontractors will be regarded as being responsible for the process and will be bound by the provisions contained in Articles 12, 20.1, 20.2, 20.3 and 21 of Spanish Royal Decree 1720/2007.

As soon as the work has been completed, and following the instructions received from the CONTRACTOR, the data of a personal nature that has been processed shall be destroyed or returned to the CONTRACTOR, together with the software and/or documents where such data has been recorded.

The aforementioned returning to the CONTRACTOR shall take place, when applicable, in the format and on the software used at that time by the SUPPLIER to store such data. The destruction of the data will not be in order when there is a legal provision that requires its conservation, in which case, the data shall be returned, its conservation being guaranteed by the company. Along the same lines, the person responsible for processing the data shall conserve, duly protected, the data that might have a bearing on the responsibilities under his contractual relationship with the CONTRACTOR.

The SUPPLIER states that he has implemented the measures of a technical and organisational nature that are needed to guarantee the security of the data of a personal nature, preventing them from being altered, lost, processed and/or accessed by unauthorised persons, taking fully into account the state-of-the-art where technology is concerned, the nature of the data he is processing and the risks to which such data could be exposed, whether these come from human activity or physical or natural phenomena, all of which shall comply with the provisions

contained in Spanish Royal Decree 1720/2007. To be specific, and with reference to the data of a personal nature to be processed by the SUPPLIER, the latter shall implement the security measures at the level that is established in the corresponding specific condition.

According to what is established in Article 10 of the LOPD, the SUPPLIER is required to keep secret any of the personal data that comes from the files owned by the CONTRACTOR to which he has access through his business relationship with the CONTRACTOR; this obligation will remain in force beyond completion of the Contract /Order.

The CONTRACTOR, in his capacity as the entity responsible for the data of a personal nature concerning the individuals that appear in his databases, will be exclusively responsible for communicating with the addressees with regard to the protection of data of a personal nature, in compliance with the provisions contained in Article 5 of the LOPD.

In the event of the SUPPLIER or the subcontractors using the personal data furnished by the CONTRACTOR for a purpose other than what is indicated in this document and, thus, conduct an illegitimate use of such data, the SUPPLIER and the subcontractors will, according to the data protection legislation, be held responsible for the processing, and shall likewise be responsible for any offences that they might have incurred. Furthermore, the SUPPLIER shall exempt the CONTRACTOR from any liability with regard to any breach of the LOPD which the former or the subcontractors may have committed.

The SUPPLIER authorises the CONTRACTOR to process, in compliance with the LOPD, the data of a personal nature of the employees of the SUPPLIER, and of the subcontractors that have been introduced by the CONTRACTOR or that the CONTRACTOR has access to through a contractual relationship.

## **5. APPLICABLE LEGISLATION AND JURISDICTION**

The General and Specific Terms and Conditions shall be governed by Spanish Law.

The CONTRACTING parties, pursuant to any legal action that might arise as a result of the application, interpretation or non-fulfilment of the terms and conditions of the Contract, expressly renounce their own jurisdiction or any other that might be in order, subjecting themselves exclusively to the Courts and Tribunals of Barcelona, as being the only ones with powers in the matter.

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