

ANNEX I: MODEL AGREEMENT

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This agreement made and entered into at Barcelona, on [_____].

By and between:

[_____], with ID [_____], as General Director of the Autoritat del Transport Metropolità (hereinafter ATM), consortium for the coordination of public transport in the area of Barcelona, with legal address in Barcelona, C/ Muntaner 315-321 and VAT number P-5890049-I, and with powers in procurement matters granted by article 2.2 3.a) of the Internal Regulations.

and

[_____], with ID [_____], as representative of [_____], with legal address at [_____], [_____], in [_____], VAT number [_____], registered in the Commercial Register of [_____], hereinafter "The Supplier".

Whereas:

- a. The Governing Board of the ATM, in the session of 15 November 2000, approved the Project of development and implementation of the integrated fare system in the Metropolitan Region of Barcelona (RMB, by its Catalan acronym), the zoning system by crowns and sectors and the range of integrated tickets and their features.
The approved project is based on the fundamental principle of buying integrated transport tickets being as easy as possible for users, and it is foreseen that it is achieved by means of enabling a number of entities owning networks that may allow to increase the outlets where to sell the ATM tickets.
- b. The Governing Board of the ATM, in the session of 28 October 2014, noted the awarding of the tender for the T-mobilitat project for the implementation of a new technological, fare and management system to the business association made by Caixa Bank, SA, Fujitsu Technology Solutions, SA, Indra Sistemas, SA and Marfina, SL (SOC MOBILITAT). It was also noted the formalization of the contract for the T-mobilitat project between the ATM and the SOCIETAT CATALANA PER A LA MOBILITAT, SA dated 24 October 2014, and the actions carried out so far by the General Director of ATM as procurement body, and the actions carried out by the members of the Special Bureau of Competitive Dialogue were ratified.
- c. In order to carry out the implementation of the T-mobilitat project, the ATM has to request prior enablement of SUS personalization suppliers for the T-mobilitat in PVC format and/or cardboard format as new T-mobilitat cards.

- d. In the session of 10 April 2019, the Executive Committee of the ATM agreed to authorize the General Director of the ATM for the approval of the general conditions regarding the enablement system to become contactless user cards (SUS) personalization supplier, in PVC and/or cardboard format as enabled in the T-mobilitat system, being approved the enablement system by means of a decision of the General Director date [_____] and published in the Official Journal of the Generalitat de Catalunya date [_____].
- e. The supplier requested the enablement for the SUS personalization date [_____] in format [_____] [PVC and/or cardboard] as enabled in the T-mobilitat system, having been this enablement agreed date [_____] by the General Director of the ATM.
- f. The security lodged by the supplier has been provided by means of [_____] date [_____].
- g. The supplier declares to own the technical capacity needed in order to manage the provision or manufacture service that is the purpose of this agreement.

Now therefore in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Subject of the agreement

1.1 The subject of this agreement is formalizing relations between the ATM and the SUS personalisation supplier as a result of the enablement awarded date [_____] as well as establishing criteria for the development of functions related to the supply or manufacturing of SUS in PVC and/or cardboard format as enabled in the T-mobilitat system.

1.2 These functions will be developed in a non-exclusive basis, being known and accepted by the supplier that there exist and may exist third-party companies with analogous features for the development of the same functions.

2. Undertakings of the parties

The supplier undertakes to:

- Supply or manufacturing of SUS in PVC and/or cardboard format as enabled in the T-mobilitat system, according to the documents submitted in the initial request, and complying with the enablement technical requirements attached herewith.

In this regard, in order to verify the technical requirements of eventual SUS personalization suppliers in PVC and/or cardboard format as enabled in the T-mobilitat system, criteria established in the following documents shall apply:

1. Document number 1: *"PCA D06.2-e11.a Enablement protocol for SUS personalization suppliers"*.
2. Document number 2: *"PCA D06.2-e11.b Planning of tests of enablement of SUS personalization suppliers"*.

3. Document number 3: *“PCA D06.2-e07 Processing of requests of SUS personalization”*.
 4. Document number 4: *“PCA D06.2-e05 Processing of logical personalization of SUS”*.
- Accept the obligation of allocating in the execution of this agreement the means and personnel that may result adequate in order to ensure the best conditions, by designating one single interlocutor that will act as its representative.
 - Accept the costs derived from the enablement as SUS personalization supplier.
 - Adapt any amendment and update of any financial, administrative and technical requirements that the ATM may deem adequate for the better management and efficiency of the system and therefore of this enablement, taking into account the features of the functions to be carried out.
 - Notify to the ATM any financial, administrative or technical amendment related to the supplier and affecting the awarded enablement.
 - Designate a technical interlocutor with the ATM as representative of the SUS personalization supplier.
 - Carry out any communication and information tasks in Catalan.

The ATM undertakes to:

- Communicate to the supplier any amendment and update of any financial, administrative and technical requirements that the ATM may deem adequate for the better management and efficiency of the system and therefore of this enablement.

3. Agreement follow-up

The supplier will provide detailed information of the state of supply or manufacture of the SUS in PVC and/or cardboard format as enabled in the T-mobilitat system. The supplier will send this information each semester.

The ATM will be able to require to the supplier any other information that may be useful in order to make a correct follow-up of the agreement, even changing the period of the follow-up.

4. Communications system

The communications system between the supplier and the ATM shall respect the protocol established by the administration.

5. Duration of the agreement

The validity of this agreement is established for the same period that the conditions enabling the supplier remain valid.

6. Penalties

The delay in the supply of personalization of SUS in PVC format and/or in cardboard format and enabled in the T-mobility system by the supplier will result in a penalty equivalent to 10% of the amount that is subject to payment to the Administration. This penalty will be increased by an additional 10% in case the delay in the settlement occurs more than twice during the execution of the agreement by the supplier.

This penalty shall be imposed by the ATM after a hearing with the supplier.

7. Causes of loss of enablement

The following will be causes of early loss of enablement:

- Non-compliance by the supplier with the essential obligations derived from the enabling title.
- The declaration of the supplier of being in a situation of arrangement with creditors, or the request by the supplier of this situation.
- Loss on the part of the supplier of the conditions that allow him to comply with the obtaining of the enablement. In this regard, the administration reserves the possibility of requiring at any time to the supplier the execution status of its enablement by means of the elaboration and presentation of any audit or supporting report to be submitted by the supplier.
- The establishment by the ATM of new conditions that make it necessary for the Administration to determine new conditions for the personalization of SUS in PVC format and/or cardboard format as enabled in the T-mobilitat system.
- In any of the indicated cases, the ATM may resolve the enablement title and the supplier shall return all the stocks of cards in his possession, proceeding to make a settlement, which shall be conformed by the ATM.

8. Applicable law and jurisdiction

In case discrepancies between the ATM and the supplier should arise due to the application of this agreement, once the administrative process has been exhausted, the administrative litigation jurisdictional bodies of the city of Barcelona will deal with the issue.

In witness thereof, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

The ATM

The Supplier