

# **ANNEX I: MODEL AGREEMENT**

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Barcelona, [\_\_\_\_] [\_\_\_\_] 2018.

This agreement made and entered into by and between, Mr [\_\_\_\_], ID number [\_\_\_\_], as General Director of Autoritat del Transport Metropolità (hereinafter ATM), Consortium for the coordination of public transport in the Barcelona area, with corporate headquarters in Barcelona at the address C/Muntaner 315-321 and TIN P-5890049-I, pursuant to the authority in contractual matters conferred by article 2.2 section 3.a) of the System of Internal Rules and Regulations, and Mr [\_\_\_\_], ID number [\_\_\_\_], representing [\_\_\_\_], with address [\_\_\_\_], [\_\_\_\_], [\_\_\_\_], TIN [\_\_\_\_], according to [\_\_\_\_], enrolled in the Commercial Register of [\_\_\_\_], hereinafter "Supplier".

**WITNESSETH**

WHEREAS the Board of Directors of the ATM, in the session of 15 November 2000, approved the Project for the development and implementation of the integrated tariff system in the Metropolitan Region of Barcelona (RMB, by its Catalan acronym), zoning in rings and sectors, and the range of integrated titles and their benefits.

The approved project is based on the fundamental principle of providing maximum facilitation to the user when acquiring integrated transport titles, and this is expected to be achieved by enabling various entities owning networks allowing to increase the points of sale where to commercialize the ATM titles.

WHEREAS the Board of Directors of the ATM, in the session of 28 October 2014, acknowledged the awarding of the tender procedure of the T-mobilitat project for the implementation of a new technological, tariff and management system, to the business group made of Caixa Bank, SA, Fujitsu Technology Solutions, SA, Indra Sistemas, SA and Marfina, SL (SOC MOBILITAT), and the formalization of the T-mobilitat project contract between the ATM and the SOCIETAT CATALANA PER A LA MOBILITAT, SA dated 24 October 2014, as well as ratifying the actions carried out to date by the General Director of the ATM, as a contracting body, as well as the actions carried out by the members of the Special Committee of Competitive Dialogue.

WHEREAS in order to carry out the implementation of the T-mobilitat project, it is necessary for the ATM to request prior eligibility of suppliers or manufacturers of User Interaction Terminals (hereinafter TIU) in order to guarantee the interoperable use of TIUs of various origins and technologies.

WHEREAS in ordinary meeting of XX XXXX 2018, the Board of Directors of the ATM approved the general conditions regarding the eligibility system to be supplier or manufacturer of User Interaction Terminals (TIU) in the T-mobilitat system, being them published in the Diari Oficial de la Generalitat de Catalunya [Official Gazette of the Government of Catalonia] on [\_\_\_\_\_] by means of the resolution of the General Director of the ATM on [\_\_\_\_\_].

WHEREAS the supplier requested on [\_\_\_\_\_] eligibility for the supply or manufacture of the types of TIUs for which validity and skills have been proven in the T-mobilitat system, having been agreed this eligibility on [\_\_\_\_\_] by the General Director of the ATM.

WHEREAS the supplier states he owns the necessary and sufficient technical capability in order to manage the service of supply or manufacture that is object 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 to formalize the relationship between the ATM and the supplier or manufacturer as a result of the eligibility granted on [\_\_\_\_\_] and establish the criteria for the development of the functions of provision or manufacture of the types of TIUs for which validity and skills have been proven in the T-mobilitat system.

**1.2.** These functions are developed on a non-exclusive basis, acknowledging and admitting the supplier that there exist and may exist other companies in the same terms for the development of the same functions.

## **2. Commitments**

The supplier is committed to the following:

- The provision or manufacture of the types of TIUs for which validity and skills have been proven in the T-mobilitat system, in accordance with the documents submitted in the initial request, as well as in the fulfillment of the technical eligibility requirements attached to this agreement.

In this regard, for the control of compliance with the technical requirements of potential suppliers or manufacturers of the types of TIUs for which validity has been proven, the ATM of Barcelona will provide, after the signature of the corresponding confidentiality agreement, the necessary documents in relation to the technical requirements and technical specifications to be met by all TIUs eligible before being authorized to be installed in the T-mobilitat System.

- Complying with the obligation to allocate, in the execution of this agreement, the means and personnel that may be appropriate to ensure that they can be carried out in the best conditions, having expressly designated a sole spokesperson who will act as the supplier's representative.
- Being charged with the costs derived from the eligibility as Supplier of the TIU/s, for which the Supplier has been eligible.
- Adapting any modification and update of any technical and financial-administrative requirements that the ATM may deem suitable for a better management and efficiency of the system, and therefore of this eligibility, taking into account the features of the functions to be developed.
- Informing the ATM of any financial-administrative and/or technical change being the Supplier's responsibility and taking place in the granted eligibility.
- Designating a technical spokesperson with the ATM representing the supplier or manufacturer.
- Transferring any information or communication in Catalan.

The ATM is committed to the following:

- Communicating to the supplier any modification and update of any technical and financial-administrative requirements that the ATM may deem appropriate for the better management and efficiency of the system and of this eligibility.

### **3. Agreement follow-up**

The supplier will provide information in detail on the state of provision or manufacture of the types of TIUs for which validity and skills have been proven in the T-mobilitat system.

The supplier will provide this information every six months.

The ATM may require the supplier any other information that may be useful for the proper follow-up of the agreement, and may even amend the term which is subject of the follow-up.

### **4. Communication system**

The communications system between the supplier and the ATM will respect the protocol set by the administration.

### **5. Agreement duration**

The duration of this agreement will be established for the same period as the conditions that have made the supplier eligible.

### **6. Causes of loss of the eligibility**

The following will be causes of early loss of the eligibility:

- Supplier's non-compliance with the essential obligations deriving from the eligibility title.
- Supplier's statement of being in a situation of bankruptcy, or supplier's request of this statement.
- Supplier's loss of the conditions that allow him to comply with obtaining eligibility. In this regard, the administration reserves the possibility of requesting the supplier, at any time, the execution status of its eligibility through the preparation and submission of any audit or supporting report made by the supplier.
- The establishment by the ATM of new conditions that make it necessary for the Administration to determine new conditions for the supply or manufacture of the types of TIUs for which validity and skills have been proven in the T-mobilitat system.
- In any of the indicated cases, the ATM may rescind the eligibility title, having therefore the supplier to return all the stocks and to make a settlement, which must be approved by the ATM.

## **7. Authority and jurisdiction**

In case discrepancies should arise between the ATM and the supplier due to the implementation of this agreement, once the administrative procedure has been exhausted, the contentious-administrative jurisdiction of the city of Barcelona will be pursued.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

ATM

The Supplier