

**CONTRACTOR'S  
SWORN STATEMENT**

**1. Department**

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Department

**2. Financial data of the contract**

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Purpose

Price

VAT

Total

**3. Contractor's identifying data**

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Tax Identification Number / Taxpayer identification

Name

Address

Postcode

Town / City

Province

Country

*Warning: If the next two sections are completed, the undersigned accepts that any notices arising from this procedure will be delivered solely by e-mail.*

E-mail address

Mobile phone

**4. Identifying data of the company's legal representative**

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Passport Number / Tax Identification Number

Name

## Sworn statement

The above-stated business owner declares, under his/her sole liability, that the company he/she represents is empowered to contract with the public sector, in the terms stipulated in Articles 65 to 70 of the Public Sector Contracts Act 9/2017 of 8 November, and he/she is not affected by any of the prohibitions specified in Article 71 of the above-stated Act. Accordingly, he/she states as follows: a) who certifies that to the best of his/her knowledge, he/she has no outstanding tax or National Health Insurance payments to date b) that he/she will perform the contract's purpose in strict compliance with the instructions given by the department head responsible for control and supervision, c) that, in the case of a foreign company performing the contract in Spain, he/she submits to the jurisdiction of the Spanish courts of any order, for any matter that may arise directly or indirectly from the contract, waiving, if applicable, the foreign jurisdiction to which he/she may be entitled, and d) if, in the course of performing the contract, he/she should have access to and process information and files containing personal data, he/she accepts the confidentiality undertakings set forth in Attachment I.

In \_\_\_\_\_, on \_\_\_\_\_ 20\_\_\_\_

Accepted

## Confidentiality Undertaking

By virtue of the services rendered to Patronat de Turisme Costa Brava Girona, S.A., any contractor who accesses and processes information and files containing personal data that are the responsibility of the Patronat de Turisme Costa Brava Girona, S.A., within the scope of the service provided, will have the status of data processor.

Accordingly, it undertakes to establish, fulfil and observe the following obligations:

- Process the information and personal data to which it has access solely for the purposes directly related with the services contracted.
- Maintain total confidentiality, reserve and strict professional secrecy with respect to the information and/or personal data, not disclosing, publishing, disseminating or transferring it to third parties, whether directly or indirectly, without the prior written consent of Patronat de Turisme Costa Brava Girona, S.A., not even for the purpose of their preservation.
- Observe and adopt the technical, legal and organisational security measures, as set forth in legislation and defined by Patronat de Turisme Costa Brava Girona, S.A., for processing the personal data and information to which it has access.
- Inform its employees and suppliers of the obligations stipulated in this document.
- Return all media, materials and information that Patronat de Turisme Costa Brava Girona, S.A. may request at any time and, in any case, upon completing the service, without retaining any copy thereof.
- If, in its function as data processor, it should use the data for purposes other than those indicated, should disclose them or use them in any manner contrary to the instructions given, it will also be considered Data Controller, becoming answerable for the infringements that it may have committed.
- Be liable to Patronat de Turisme Costa Brava Girona, S.A. for all damage and harm caused to the latter as a result of non-observance of the obligations accepted, including those arising from third-party claims or disciplinary procedures brought by the Spanish Data Protection Agency or the Catalan Data Protection Authority.

The confidentiality undertakings established herein will have an indefinite duration and will remain in force even after termination, for any reason, of the services rendered.