

**PROCEDURE FOR RECRUITMENT SERVICES Design, development and maintenance of the
platform ICT4Silver project, funded by the VB SUDOE PROGRAMME**

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1 APPLICABLE LAW AND LEGAL STATUS

The contract referred to in these specifications by Spanish Law 30/2007 of 30 October on Public Sector Contracts, as well as additional specific conditions indicated in the Annexes to the contract shall be governed.

Specifications Terms and Conditions, the Technical Specifications and other related documents, shall take contractual nature. The contracts shall conform to the content of these specifications, the terms of which are considered an integral part of the respective contracts.

The contract referred to by the present specifications shall be governed by Spanish Law 30/2007 of 30 October on Public Sector Contracts, by internal contracting instructions of the KIMbcn Foundation and additional specific conditions set out in the annexes to the contract.

Additionally, this contract will also be subject to Legislative Royal Decree 3/2011 of 14 November, by which the revised text of the Law on Public Sector and the Provision

approved: 3/2011 Royal Decree of 14 November, by which the revised text of the Law on Public Sector Contracts approved.

2 OBJECT OF THE CONTRACT

The contract to which this statement refers concerns the provision of the services referred to in Annex I.

3 BUDGET BIDDING AND CONTRACT PRICE

The bidding budget is as set out in Annex I, which will indicate the Value Added Tax as an independent item.

The price of the contract will be that resulting from the award of the contract.

4 EXECUTION TIME

The period of performance of the contract, as well as the partial periods which may be established, may be set out in Annex I, and shall commence on the day following the signature of the contract.

5 ABILITY TO SUBCONTRACT

Natural or legal persons, Spanish or foreign, who have full capacity to act and who prove their economic, financial and professional solvency as indicated in Annex I to this list may be eligible for the award of this contract.

The purpose or activity of the successful tenderer will be directly related to the object of the contract and will have an organization with personal elements and sufficient materials for the proper execution of the contract.

6 DOCUMENTATION REQUIRED

A technical and economic proposal will be presented. Each tenderer may only submit a single economic proposal and shall be subject to the provisions of this notice. The

technical proposal must comply with the requirements and specifications of Annex I of this Bidding Document.

Proposals should provide information about all the issues that are requested in the bidding documents. The tenderer may submit any other documentation that deems appropriate for the definition and qualification of his tender, according to the award criteria of this tender, all the documentation indicated, in each case, of those related with a general nature in Annex I of the Present sheet.

7 AWARD PROCEDURE AND PROCESSING OF THE DOSSIER

Annex I in the form of processing the application shall be indicated.

8 FORM AND DEADLINE FOR SUBMISSION OF THE PROPOSAL

Proposals must be written in Spanish, Catalan or English and must be submitted in accordance with the requirements stated in the tender documents clauses, from 9 to 14 hours by e-mail to the following address: Conxita Junqueras cjunqueras@kimbcn.org by the 22th of May.

This documentation will be presented in a sealed envelope, signed by the tenderer or person representing them, which will also indicate the company name and the name of the bidding entity and the title of the tender.

The deadlines of the selection process, award notice and preparation of the website are mentioned in the following calendar:

22th of May: closing of application for the providers.

26th of May: Award notice

9 CONSIDERATION OF PROPOSALS AND AWARD CRITERIA

The contracting authority will examine the documentation submitted to verify compliance with the technical and economic requirements of the bids, and may request from the tenderer any additional documentation required. The contracting authority will exclude from the evaluation and proposal of awarding the bids that do not comply with the requirements of the contract.

After examination of the proposals, the Contracting Board will formulate the corresponding award proposal to the contracting authority, once the criteria applicable to the selection of the successful tenderer have been weighed. When the contracting authority decides not to award the contract in accordance with the proposal formulated, it must give reasons for its decision.

In the event of observing omissions or deficiencies in the documentation provided, the rules of development of the LCSP for the correction of defects and omissions in the documentation will apply.

Proposals must be opened within a maximum period of 10 calendar days from the date of the deadline for the submission of tenders.

10 AWARD

Within a maximum period of 7 days from the opening of the proposals, the contracting authority will proceed to the provisional award of the contract to the proposal that is most advantageous, or to declare the proceeding void, motivating, in any case, its resolution, With reference to the award criteria.

Once the provisional award has been made and prior to final adjudication, the Foundation will require the proposed candidate as the successful tenderer to present the certifications proving the fulfillment of their tax and Social Security obligations or equivalent document.

11 PERFECTION OF THE CONTRACT

The contractor assumes full responsibility for the technical, legal and economic merits of the bid submitted and undertakes to take all necessary measures, and have the means and technical, material and human resources necessary for optimal performance of the contract, leaving his charge all costs arising this commitment.

ANNEX I. special conditions AND TECHNIQUES

PROCEDURE FOR THE RECRUITMENT OF SERVICES DEVELOPMENT AND PROMOTION OF DIGITAL PLATFORM ICT4SILVER COLLABORATION PROJECT FUNDED PROGRAM VB SUDOE

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1. Object of the contract and needs to be satisfied:

The contract is constituted by subcontracting the services of "Design, development, maintenance and promotion-diffusion" of the digital platform ICT4Silver project "within the framework of SOE1 / P1 / F0370 Project - ICT4Silver .

The ICT4Silver project focuses on the development of innovative products and services based on ICT Technology dedicated to the elderly people.

The population ageing is a trend that concerns all countries, but this societal challenge is also of particular interest due to its high market potential in the 3-4 regions represented in the consortium which all attract a very high proportion of retired people in their respective countries. Ageing and well-being of the population instigate in turn untapped market opportunities for specific ICT products and services adapted to the senior segment, local/individual services dedicated to the elderly, for maintaining their autonomy, through remote monitoring systems, for ensuring their well-being etc..

In parallel, numerous KET ICT innovations are currently being developed (e.g. measuring techniques, sensors, remote monitoring, smart and connected devices, robotic assistance, telecommunication and internet of things) but remain often too much within the labs or SMEs which developed them. Being too far away from the silver economy stakeholders, such SME do not know how to penetrate such markets. To that extent, the Silver economy is a field where cross-sectorial projects shall bring real economic development opportunities provided that the added value of ICT technologies for meeting the challenges at stake with the ageing of the population could be assessed and demonstrated.

KIMbcn, as partner of the consortium composed by the following entities: ADIALPC, AUTONOM'LAB, HCL, KIMbcn, TECNALIA, GAIA, TICE.PT, TIC Santé, IPCA, must ensure efficient implementation of project activities, and the implementation and scope of all project objectives and deliverables for which it is responsible.

In this sense, and because of the nature of some of the activities defined in the project, KIMbcn made outsourcing to external entities whose characteristics and professional experience ensure high quality in the development of such activities.

2. Communication Requirements of Interreg Sudoe Programme

Projects approved under the Interreg Sudoe Program are financed by public funds. This means that they are committed to carrying out communication actions to maximize their impact and to ensure the transparency and visibility of their funding, activities and results. Projects should contribute to the dissemination of the importance of the Interreg Sudoe Program, the European Regional Development Fund (ERDF) and the European Union.

For these reasons, any action or communication material created by the project must clearly indicate the source of funds. For its part, the Program will disseminate the funding obtained by each project and the list of beneficiaries of the projects approved on its website, as established by Community legislation.

The communication actions organized within the framework of the project will be aligned with the objectives of the project, the objectives of the cooperation program and the objectives of the communication strategy of the Interreg Sudoe Program, which are as follows:

- Strengthen transnational cooperation in south-western Europe.
- Make the Program known to potential beneficiaries.
- Disseminate the results of the Program.
- Communicate how European policies have an impact on society.

The communication of the project must also respect the approach and principles of the communication strategy of the Program. It is also essential that it be consistent with the horizontal principles of the Cooperation Program: sustainability, non-discrimination and equality between men and women.

It is the obligation of the selected tenderer to ensure that all developed materials within the present contract conform to the requirements of the SUDOE programme available in the following: <https://www.interreg-sudoe.eu/gbr/communication/communication-strategy-of-the-interreg-sudoe-programme>

3. Definition of services under this contract

Under this contract will be subcontracted the following services:

- Development of a digital platform for inter-regional cooperation that includes the functions and sections described in Annexes A and B. The website will have a public space (presentation of the project and beneficiaries, articles, testimonies) and a restricted access space, accessible only to the beneficiaries so that they can exchange and share documents.
- Maintenance and updating of the project platform and all its sections.
- Promotion and dissemination of the platform

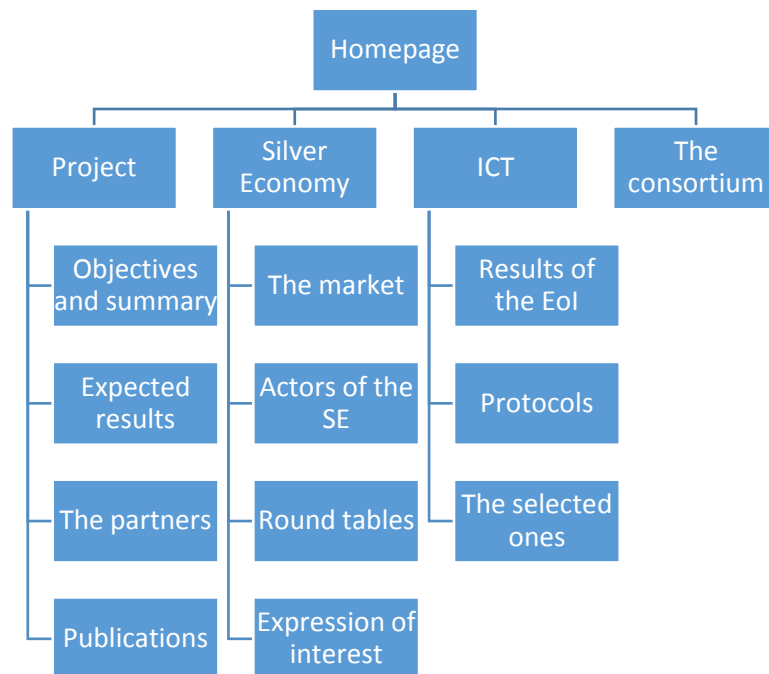
4. Technical requirements and structure of the website:

Target Audience

- Website users and target audiences include:
- Project partners
- Policy makers & public bodies (e.g. EU Institutions, regional and local authorities)
- Professional stakeholders (e.g. Companies -both large and SMEs-, clusters, R&D community)
- The general public (individual consumers, citizen/concerned organizations)
- Website users will be mainly from France, Spain and Portugal.
- Design style
- The website will have a professional, high-end look and modern design.
- Example <http://www.e-incorporate2.eu/index.html>

CONTENT

- Content type – the website will include text, news, photos, images. The website should be very interactive and easy to navigate. The website will be in English / Spanish /Portuguese & French.
- Content scope – the content will be updated continually throughout the project duration. Partners will provide mainly editorial content.
- Suggested website structure (reflecting the requirements of the project)



Homepage

- Top:
- The project logo and title at the top of the page
- Primary links to main sections (as illustrated above)

Main content:

- Brief introduction to Silver Economy + text introducing the project
- Box displaying the last news and events + link to full news and events page

- Relevant image or photo
- Videos of the demonstrators (once available)

Bottom:

- Contact to project coordinator (email address)
- EU & SUDOE flag with the mandatory note (contractual obligation)
- Every partners' logo
- Links to social networks

1/ PROJECT

- Top:
- Logo + tagline at the top of the page
- Primary links
- Main content:
- Introduction to the project (text)
- Sub-navigation to „Objectives & Summary“, „Expected results“, “Partners”, “Publications” sub-pages
- OBJECTIVES & SUMMARY sub-page: text+ explanatory image
- EXPECTED RESULTS sub-page: Text only
- PARTNERS sub-page: List of consortium partners with short description and links to their websites
- PUBLICATIONS sub-page: public deliverables, press releases, communication materials etc. will be published here. The Publications page will contain a short amount of text on each report/press release, with a link to download it.
- Bottom:
- EU & SUDOE flag with mandatory note
- Every partners' logo

SILVER ECONOMY

- Top:
- The project logo and title at the top of the page. Primary links
- Main content:
- The market: general economic info about the market on the SUDOE territory, link to studies, relevant actors etc.
- Actors of the SE : short text presentation and link to download the report;
- Round tables : short text presentation (dates, location, objectives, invitation etc), link to download the report, photos
- Expression of interest: short text presentation, calendar and link to download.
- Bottom:
- EU & SUDOE flag with the mandatory note (contractual obligation)
- Every partners' logo

ICT

- Top :
- The project logo and title
- Primary links
- Main content:
- Results of the Eol: reminder of the EOI et name and presentation of the selected one
- Protocols: information about this point?
- The selected ones: description of demonstrators and the specific protocols.
- Bottom:
- EU flag with the mandatory note

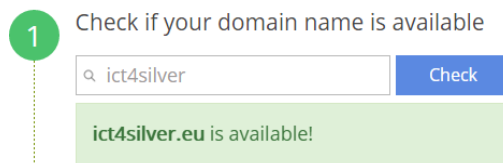
- Every partners' logo

The consortium

- Top:
- The project logo and title
- Primary links
- Main content: a map with the location of each partners + STC
- Bottom:
- EU & SUDOE flag with the mandatory note
- Every partners' logo

TECHNICAL SPECIFICATIONS AND FUNCTIONALITIES

- Domain Name: ADI will register the domain name.



- Web hosting
- We provide the hosting environment of the website. It's based on two servers in cluster technology, on Linux Debian Wheezy. The developments and CMS must base and respect on the standards language and latest versions of PHP and MySQL.

CMS:

- User friendly
- password protected access to add, modify, and delete content
- Plan a training for the partners for us to be independent for the website update.

SEO:

- respect the W3C rules
- url rewriting

- meta description and title have to respect the google friendly rules
- robot txt
- Search box: search the website for specific words.
- News/events listing: News and events should be listed in a box on the homepage
- Link with social networks: Link to Facebook page, Twitter and LinkedIn
- Pictures and videos: the website should be able to display pictures and videos. Preferred option is to display videos hosted on YouTube.
- Downloadable files: some files (PDF, videos, zips, etc) should be easily listed and downloadable from any page. Files to be downloaded should be easily integrated in pages by the authorized user through the CMS system.
- Traffic monitoring: authorized user should have access to basic traffic statistics without intervention from web designer.
- Accessibility: required W3 Web Content Accessibility AAA conformance.
- Other technical specifications: back office, etc.

5. Budget and Contract Price

The price of the contracted services amount to the maximum amount of 6003,00 € corresponding for services design, updating, development and maintenance of the platform and its contents. All expenses are included in the price is considered closed.

6. Payment and billing planned.

Payments will be made following the next set of milestones:

- **50 % Milestone 1. Upon receipt of the first draft of the website. No later than 3 weeks after formal notification of tender award.**
- **50% Upon conclusion of the website (dependent on the approval of the delivered contents by the contracting authority).**

KIMbcn has to assume on behalf of the partnership the responsibility of carrying out the contracting process in accordance with European, national and program legislation as well as the signing of the contract with the service provider.

The beneficiaries agree on the breakdown of costs as follows:

- Beneficiary n.1 – Agence de Développement et d' Innovation Aquitaine Limousin Poitou, is committed to pay the 11% of the total amount.
- Beneficiary n.2, GIP AUTONOM'LAB, is committed to pay the 11% of the total amount
- Beneficiary n.3 Home Care Lab is committed to pay the 11% of the total amount
- Beneficiary n.4 Fundació Knowledge Innovation Market is committed to pay the 11% of the total amount
- Beneficiary n.5 Fundación Tecnalia Research& Innovation is committed to pay the 11% of the total amount
- Beneficiary n.6 Asociacion de Industrias de Tecnologías Electronicas is committed to pay the 11% of the total amount
- Beneficiary n.7 Assiciação TICE.PT is committed to pay the 11% of the total amount
- Beneficiary n.8 Cluster TIC Santé aquitain is committed to pay the 11% of the total amount
- Beneficiary n.9 Instituto Politécnico do Cávado e do Ave is committed to pay the 11% of the total amount.

The successful tenderer shall issue an invoice to each of the beneficiaries for the corresponding amount of the service rendered. Each Beneficiary will be responsible for payment.

7. Place of execution

In the facilities of suppliers.

8. Term of contract

The contract period will run until the end date of the project (31/12/2017) although this date may be extended if the responsible body SUDOE ICT4SILVER grants an extension to the project. The website will be kept online for 3 years after the end of the project, under the responsibility of the project leader.

9. Minimum solvency requirements

The documentation required for compliance with the minimum solvency requirements, indicated in art. 74 and SS of RDL 3/2011, of November 14, which approves the revised text of the Public Sector Contracts Act.

10. Obligations and Rights of the Awardee

In addition to the obligation to provide service in the form and terms indicated above, the contractor undertakes to fulfill with all services and documentation related to this contract with the norms established in the SUDOE Programme¹ and especially communication guides.

The contractor must prove the capability to have at least an advanced level of English.

11. Award procedure

The award procedure followed in this contract will be negotiated without advertising process.

12. Award criteria

Offers will be evaluated according to the criteria listed below, with 0 being the lowest score and 100 the highest score.

Economic proposal. The target price criterion has a total weight of 51% of the total evaluation. The lowest bid will get the highest score, granting to other bids lower score in proportion to the difference in price with the lowest price. The economic offer will be evaluated according to the formula: $\text{Score} = (P_m / P) * 51$.

¹<http://www.interreg-sudoe.eu/ESP>

Where P_m is the minimum price offered, P the price offered by the bidder and 51 points assigned to the minimum price.

It will be understood that the proposition can not be fulfilled as a result of disproportionate or reckless offers. It shall be considered as such the loss of any proposal whose percentage exceeds 10 units, at least, to the arithmetic mean of the lower percentages of all the propositions presented.

In order to be able to be awarded this competition, a total score of 65 points or greater must be obtained.

Technical proposal. The objective of the technical proposal criterion has a weight of 49% in the total valuation, according to the following objectives endpoints. It is necessary to demonstrate an adequate conceptual, methodological and technical expertise for the execution of the contract and reflect proven to serve in the development of the intended object and to achieve goals marked technical capacity.

13. Outsourcing

Contracting of activities is permitted with the prior consent of the contracting authority. Subcontracting must be indicated in the technical and economic offer submitted by the subcontractor for evaluation.

14. Resolution of Contract

The contract may be resolved early in the cases mentioned below:

- By mutual agreement, upon the liquidation of the outstanding obligations between the parties at the time of the resolution.
- In case of non-compliance by the contractor of the contractual obligations, which will entail the corresponding compensation.

In any case it will be used the Spanish law.

15. Warranty Period

Due to the nature of the benefit it is not necessary to establish any warranty period.

16. Documentation Required

To be eligible for recruitment, applicants must submit to KIMbcn, within the prescribed period, the following documents:

On no. 1

(All documentation included in envelope number 1 will be required only to the winning entity of the tender. In the case that this entity does not provide the requested documents within the established period, the concession will be considered denied).

A) Documents proving the personality of the tenderer. B) Deed of incorporation, duly registered in the case in the Mercantile Register. In the case of a non-Spanish company from a Member State of the European Community, its capacity to act shall be evidenced by the presentation of the registration in the professional or commercial register, when this requirement is required by the legislation of the respective state.

C) Registration of tax on economic activities.

D) Express and responsible declaration of being aware of tax obligations and Social Security or equivalent document. Without prejudice to the justification for this requirement must be submitted before the final award.

E) Declaration responsible for not complying with any of the causes of incompatibility or incapacity to contract with the Administration provided for in current legislation.

The documents can be provided by original copy or by certified photocopy and / or scanned electronic version (electronically certified); In this case the contracting body reserves the right to request the original or an authentic copy of this documentation at any time during the award process.

On no. 2

A) Technical proposal.

This document will contain all information related to the organizational and operational model of the offering entity. It will provide a detailed description of the organization and

the planned activities for the service, with a description of the proposed work team, the functions and responsibilities of each of the components. This document will also describe a work plan and a description of the method by which the highest quality in the development of the activities will be ensured.

B) Economic proposal

This section should contain the total amount, according to the model at the end of this document. A detailed budget should also be included with the schedule of activities.

17. Communication

The award will be communicated to the successful tenderer in writing within a maximum period of 15 working days from the opening of envelopes (maximum of 10 days from the deadline for submission of tenders).

18. Confidentiality

All information from KIMBCN to which the successful tenderer has access under the contract should be considered as confidential and the successful tenderer can not make use outside the framework of the contract.

The contractor can not make any communication to third parties regarding the contract unless you have the express written authorization of KIMbcn

19. *Ley oficial de protección de datos (LOPD)*

A) The successful tenderer undertakes to treat all personal data he collects or to which he has access under this contract, in accordance with the provisions of article 12 of the LOPD.

In particular, the successful tenderer in case he has to collect personal data in his action in the name and on behalf of the KIMbcn, it obliges to inform the interested parties of the use and purpose of the data provided, and to treat them exclusively to carry out the activities Object of this contract and in accordance with the instructions received, without using them, transmit them or transfer them, not even for the conservation, to other persons, physical or legal.

B) In accordance with the characteristics of the personal data to which it accedes, the security measures that it will adopt are those corresponding to the basic level, in accordance with the provisions of article 12 of the LOPD and article 89 et seq. RD 1720/2007 of 21 December, which approves the regulations for the development of the LOPD.

C) Once the activities stipulated in the contract have been completed, the successful tenderer shall destroy or, if applicable, and in accordance with the instructions received by the contracting body, return the media or documents containing any data that comes from the data file owned by KIMbcn, without retaining any copy and without any person, physical or legal, coming into contact with the data.

D) In case it destines the data for another purpose, communicates them or uses them in breach of the stipulations of the order, it will be considered responsible for the treatment, responding to the infractions and expressly exempting KIMbcn from any responsibility regarding the breach of the duties and obligations Imposed by the LOPD and its rules of development.

20. Conclusion of Contract

The formalization of the contract will be made through a negotiated contract within the term indicated in the communication of the award.

ECONOMIC MODEL PROPOSAL

Mr. / Mrs. with residence in Knowing the conditions and requirements that are required to be awarded the contract no. "", undertakes in its own name / on behalf of the company with registered office in , Street núm. and NIF, according to Powers of attorney notary / Mr / Mrs with date and protocol number, to execute it strictly subject to the requirements and stipulated conditions, for the total amount of:

These prices do not include VAT.

..... of 20 ...

Signed

(Company seal and signature)

MODEL OF RESPONSIBLE DECLARATION

Sirs,

I, the undersigned, declare:

1.- That neither (hereinafter the applicant) nor its administrators and / or representatives are included in the head of the circumstances foreseen in the Article 49 of the Public Sector Contracts Act.

2.- That the applicant is aware of the tax obligations with the State.

3.- That the applicant is aware of the obligations with the Social Security or equivalent document.

4.- That the applicant is aware of the tax obligations with the Generalitat of Catalonia.

5.- That the applicant is discharged to the Tax on Economic Activities and to the payment current, when activities are subject to this tax.

6. That the personal data corresponding to employees, contained in the documentation provided, have been obtained in compliance with the LOPD and that the interested parties have authorized the assignment to With the sole and exclusive purpose of participating in this recruitment procedure.

And to the appropriate effects, the present one is signed, to of of

Firm