



Stakeholder Communication Form (Version 01.0)

This form shall be used for any CDM-related communication with the UNFCCC secretariat or the CDM Executive Board. All the questions are mandatory unless otherwise indicated.

The completed form and any supplemental documents shall be submitted electronically to cdm-info@unfccc.int, or via fax to +49-228-815-1999 or via post to: Sustainable Development Mechanism (SDM) Programme, UNFCCC secretariat, P.O. Box 260124, D-53153 Bonn, Germany.

SECTION 1: COMMUNICATION HEADER

Please provide your contact information.

Title: Mr. **First Name:** Rogier **Last Name:** Van Meenen

Name of Organization: RDP Development BV **E-mail Address:** r.van.meenen@global-climate.nl

Postal Address: NL-4818 LW **Phone Number:** 31655814393
Country: The Netherlands *Include country code (e.g. +49-228-815-1999)*

Stakeholder Type: Consultant If other:

Please indicate from whom you would like to get an answer.

This communication is addressed to¹: Chair of CDM Executive Board (normal track)

SECTION 2: PROJECT ACTIVITY OR PROGRAMME OF ACTIVITIES (PoA)

If this communication refers to a specific CDM project activity/PoA, please answer questions in this section (otherwise proceed to Section 3).

Project/PoA Ref. Number 5354 If applicable, CPA Ref. Number:
5-digit# format 01234 *8-digit# format 0123-4567*

Project Cycle Stage Renewal If other:

If there is no specific CDM Reference Number, please answer the remaining questions in this section (otherwise proceed to Section 3).

Host Country(ies) Honduras

Project/PoA Title Biogas y Energía - Methane recovery & power generation
from oil mill plant effluents

Technology Type Waste management/wastewater If other:

SECTION 3: YOUR COMMUNICATION

Title/Subject Case Reference Number: INQ-10252-Z1Z9
Maximum 250 characters Request to extend the deadline for renewal of crediting period

Communication Text Dear thank you for your letter with kind permission to extend the deadline for this projects from 30 September 2020 to your approved later date. However, due to the current ongoing situation with Covid-19, especially in Annex I countries, could you kindly consider extending the deadline to a date that can be regarded more suitably feasible, e.g. 31-12-2021 ?
Include background, details, and conclusion (unlimited length) Clarifying. Additional time is required to submit renewal requests.
1. Biogas y Energía S.A. (ACEYDESA) has a very good CDM project operational. We have visited the project in 2019.
2. But due to focal change within Biogas y Energía S.A. (ACEYDESA) , Biogas y Energía S.A.

¹ In accordance with the "Procedure: Direct communication with stakeholders" (version 02.0), stakeholders may address communications either (a) to the secretariat, in order to seek a fast-track technical or operational explanation regarding the implementation of existing CDM rules, or (b) to the CDM Executive Board, in order to communicate to the Board their views on CDM rules and their implementation, or to seek official clarifications of CDM rules.

	<p>(ACEYDESA) is in the process of granting a new entity to become sole authority MOC participant, and wishes to have her perform consecutive monitoring and verifications in combination with PRC (post-registration changes)</p> <p>3. However, due to Covid-19 measures in the host country no activities as such could be performed until further notice;</p> <p>4. therefore a request for extension of the deadline for CPR (Crediting Period Renewal) until 31-12-2021 is sought</p> <p>This will enable the project to keep showcasing the necessary examples for CO2 reductions in the region of Annex I countries, helped by CDM. Letting the world know it still is a valuable mechanism to combat climate change, the additionality in the host country and regions is still ongoing and additional help is much required.</p> <p>11-11-2020 r CDM Team,</p> <p>justification how COVID-19 is making the submission of the renewal request by 31 December 2020 not possible</p> <p>endum to the letter to Chairman of the Board, attached v2.</p> <p>proposal is pending since May 2020. See component of this in attachment</p> <p>- Our representative in the Host Country has remained in contact with FP of project 5354 to date (november 2020). The new executive board of the company has still not been able to meet due to fear of infection. To date (november 2020) the fear of infection has not settled. Only once the fears have settled, the executive team will be scheduled to meet and discuss the proposal, to get arranged what is necessary to make the submission of the renewal request.</p> <p>r representative is depending on the moment once the fears have settled.</p> <p>trust this information is sufficient ground.</p> <p>ase do not hesitate to contact if further clarification is required.</p> <p>Best regards,Rogier van Meenen</p>
<p>Supplemental Documents If applicable, list the title(s) of any attached file(s) or link(s)</p>	<p>website links project: http://www.aceydesa.com/productos/generacion-de-energia help the UN SDGs 7, 8, 9, 12 and 13 via https://www.global-climate.nl</p> <p>PDF: Offer-2020-06425-Biogasyenergia (AENOR)</p>
<p>This communication may be made public</p>	<p>Yes</p>

Document information

Version	Date	Description
01.0	02 March 2015	<p>This form supersedes and replaces the following:</p> <ul style="list-style-type: none"> • F-CDM-RtB: <i>Form for submission of Letters to the Board</i> (version 01.2) • F-CDM-RtB-DOE: <i>Form for communication on policy issues initiated by AEs/DOEs</i> (version 01.1) • CDM-RtB-DNA: <i>Form for communication on policy issues initiated by DNAs</i> (version 01.1)

Decision Class: Regulatory
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Business Function: Governance
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TECHNICAL AND FINANCIAL CONDITIONS
FOR THE THE PROJECT
**Biogas y Energía - Methane recovery &
power generation from oil mill plant
effluents**

Biogas y Energía S.A.
ACCORDING TO
CDM requirements

For any clarification or additional information please contact:

AENOR Internacional, S.A.U.

Génova, 6. 28004 MADRID, SPAIN

Telephone: (+34) 915 294 961

e- mail: medioambiente@aenor.com

AENOR



ABOUT AENOR

AENOR is conformity assessment company that provides certification, verification, validation, inspection, and testing, training, and information services

WHAT FIELDS DO WE WORK IN?

- Management systems certification
- Product certification
- Inspection and testing
- Training in conformity assessment
- Distribution of standards, publications and sectoral information
- Technical assistance



AENOR AND THE CLIMATE CHANGE

We are accredited by the UNFCCC as Designated Operational Entity (DOE) to perform validation and verification activities in sectoral scopes 1-15 in CDM and AC.

We are approved for other voluntary schemes by VERRA and Gold Standard

We provide an experience of more than 350 validation and verification works of CDM projects and more than 100 projects in VCS and GS around the world



CERTIFICATION WORLDWIDE

Our headquarters are in Spain, and we are established in 12 countries

We have worked in all continents



MAIN AREAS OF ACTION IN CLIMATE CHANGE

- Validation and verification of CDM projects
- Validation and verification of VCS (Verified Carbon Standard), CCB (Climate, Community and Biodiversity), GS (Gold Standard) projects, SdVista
- Forestry and REDD +
- Carbon footprint
- New mechanisms (NDCs, NAMAs,



OBJECT AND SCOPE OF THE OFFER

This offer describes the technical and financial conditions of AENOR INTERNACIONAL, S.A.U. (hereinafter AENOR) for the accomplishment of the verification in conformity with decision 3/CMP.1 "Modalities and procedures for a clean development mechanism, as defined in Article 12 of the Kyoto Protocol" and relevant decisions of the CDM Executive Board (CDM EB).

The scope of the present offer is:

- First verification
- Validation of Post-registration changes
- Validation of the renewal of crediting period

1. INFORMATION OF THE PROJECT

The following information has been taken into account for the issuance of this offer:

Name of the company (*)	Biogas y Energía S.A.
Name of the project	Biogas y Energía - Methane recovery & power generation from oil mill plant effluents
Ref number	5354
Sectoral scope/s	1 and 13
Host country	Honduras
Methodologies (*)	AMS-III.H. ver. 16 -Methane recovery in wastewater treatment AMS-I.D. ver. 17 -Grid connected renewable electricity generation
Scale	small
Periodic verification	First
Crediting period	06 Mar 12 - 05 Mar 19
Monitoring period	06 Mar 12 - 05 Mar 19
List of project participants	Biogas y Energía S.A.
Identification/development/consultancy person/organization	RDP Development BV
Financing organization	Blue Sunset SA

(*) according to project webpage

2. DESCRIPTION OF THE PROCESS

During the process AENOR will perform the following services:

1. Desk review of documentation to inform client about its integrity
2. Permanent information on the situation of the verification process by the assignment of a team leader, who takes charge of tackling any question relative to dossier during the verification process.
3. Review of the implementation and operation of all operations and physical elements of the project, according to the validated project.
4. Confirmation of whether the monitoring plan is in place and working properly.
5. A thorough examination of the uncertainty associated with the factors involved in the calculations, such as fuel consumption, levels of activity, and so on.



6. Confirmation whether the validated project generates verifiable reductions in emissions.
7. Verification report.
8. Assessment of whether the monitoring plan provides indicators for the monitoring of the relevant project and baseline GHG emission and whether it addresses all other factors that should be monitored over the project lifetime,
9. Validation opinion including a statement of the likelihood of the project activity to achieve the anticipated emission reductions stated in the documentation

WORK PLANS

The foreseen times and schedule of the activities are as follows. These are net times and are subject to the appropriate content and submission of the documentation by the project participant.

CDM VERIFICATION PROCESS		MONTHS											
ACTIVITY	ACTOR	0	1			2					3		
1. Contract signing (1)	AENOR Client												
2. Sending of Monitoring Report to AENOR and revision of completeness by verification team	Client AENOR												
3. Publishing of Monitoring Report to UNFCCC website (2)	AENOR												
4. Desk review and onsite inspection	AENOR												
5. Verification findings, including corrective action requests or clarification requests raised (findings)	AENOR												
6. Answer to findings (3)(4)	Client												
7. Assessment of information received (3) (5)	AENOR												
8. Draft report and technical review (6)	AENOR												
9. Final verification report	AENOR												

- 1) Contract must be signed by both parties before starting verification activities (annexes 1 and 2 of the offer).
- 2) According to CDM project cycle procedure the DOE shall make the monitoring report publicly available through a dedicated interface on the UNFCCC CDM website, at the latest 21 days prior to undertaking the on-site inspection for the verification.
- 3) This process can be repeated three times including first answer. In case the client needed more interactions until all findings detected are closed out, additional rounds would be invoiced.
- 4) Approximate duration. Maximum time to answer any round of findings is 1 month.
- 5) Approximate duration. It can vary depending on the characteristics of the project and the elapsed time between the delivery of the finding and the response of the PP
- 6) Following the technical review new issues to be resolved by the PP may arise.



CDM VALIDATION PROCESS									
		MONTHS							
ACTIVITY	ACTOR	0	1				2		
1. Contract signing (1)	AENOR Client								
2. Sending of PDD to AENOR and revision of completeness by validation team	Client AENOR								
3. Desk review and onsite inspection	AENOR								
4. Validation findings	AENOR								
5. Answer to requests (2)(3)	Client								
6. Assessment of information received (2) (4)	AENOR								
7. Draft report and technical review (5)	AENOR								
8. Final validation report	AENOR								

1. Contract must be signed by both parties before starting validation activities (annexes 1 and 2 of the offer).
2. This process can be repeated three times including first answer. In case the client needed more interactions until all findings detected are closed out, additional rounds would be invoiced.
3. Approximate duration. Maximum time to answer any round of findings is 1 month.
4. Approximate duration. It can vary depending on the characteristics of the project and the elapsed time between the delivery of the findings and the response of the PP
5. It is not guaranteed that the technical review may be conducted in the week following the completion of the validation report. Following the technical review new issues to be resolved by the PP may arise.

Proposed starting dates:

Works	To be agreed
Visit	To be agreed, at least after 21 days of start of public availability period por verification process

Visit dates should be fixed at least 25 days in advance.

3. VALIDATION AND VERIFICATION PROCESS WITH AENOR

AENOR adopts the commitment to keep confidentiality of all data and information received during the verification process, in accordance with provisions on confidentiality contained in paragraph 27(h) of decision 3/CMP.1 "Modalities and procedures for a clean development mechanism as defined in article 12 of the Kyoto protocol".

CDM Executive Board has accredited AENOR as Designated Operational Entity to develop validation and verification project activities in CDM sectorial scopes 1 to 15.

Therefore, AENOR follows the stipulations set by UNFCCC, so that the verification process that is offered follows the "General Rules for Validation, Verification and Certification of a CDM project activity under the UNFCCC requirements", available in www.aenor.com



4. FINANCIAL CONDITIONS

		EUR
VERIFICATION PROCESS		10,300
VALIDATION FOR THE RENEWAL OF CREDITING PERIOD		10,750
VALIDATION OF PRC		(see below)
A)	<ul style="list-style-type: none"> ➤ Temporary deviations from the registered monitoring plan, applied methodology or applied standardized baseline and /or ➤ Permanent changes: <ul style="list-style-type: none"> • Corrections • Changes to the start date of the crediting period • Inclusion of monitoring plan 	4,000 EUR
B)	Changes included in A) and/or <ul style="list-style-type: none"> ➤ Permanent changes to the registered monitoring plan, or permanent deviation of monitoring from the applied methodologies, standardized baselines, or other applied standards or tools and/or Changes to project design	8,000 EUR

Net prices. This quotation does not include any applicable taxes or withholdings in the country of the payer.

In case the client has to apply any withholding, a copy of the payment of the amount withheld in the local tax authorities shall be provided to AENOR.

5. INVOICING AND PAYMENT

AENOR will invoice according to the following schedule

Verification

Invoice	amount	Invoicing
1st	2.096,25	Acceptance of offer/signature of contract
2nd	4.891,25	Verification findings
3rd	3.762,50	Verification report

Validation for renewal crediting period

Invoice	amount	Invoicing
1st	2.008,50	Acceptance of offer/signature of contract
2nd	4.686,50	Validation findings
3rd	3.605,00	Validation report

Post Registration Changes

Invoice	amount	Invoicing
1st	50%	Acceptance of offer/signature of contract
2nd	50%	PRC Validation report



- Payment shall be done in Euros by bank transfer to the bank account indicated on the invoice and within 30 days from the date of invoice.
 - Failure to pay any of the invoices will interrupt the verification process.

RELEVANT COMMENT ON PAYMENT SCHEDULE

According to CDM accreditation standard, no payments can be linked to the positive outcome of a validation/verification process. Therefore, final payment for each of the processes must be done upon delivery of report by AENOR, regardless the validation/verification opinion and outcome. AENOR cannot accept liability conditions included in the application form. Total payment of AENOR invoices must have been already done before AENOR submits the request for issuance/renewal.

6. SPECIFIC CONDITIONS

- This quotation is valid for 1 month from the date of issuance;
- Travel expenses, accommodation and maintenance are included, except travel expenses inside the host country;
- The client will provide safe and adequate travels inside the host country for the verification team. Access to all the areas of the project activity shall be granted.
- Every additional round of evaluation of answers to findings (apart from the 3 rounds included in the offer) would mean an increase of 5% of the cost, and invoiced accordingly
- Verification process: AENOR works will finish upon the delivery of the final verification report, which includes a verification statement. The final invoice will be issued at that moment, regardless the verification statement.
- If the statement is positive, AENOR will request the issuance of CERs. Total payment of AENOR invoices must have been already done before AENOR submits the request for issuance.
- After submission, the project participant/s should transfer a non-reimbursable issuance fee directly to the UNFCCC bank account.
- Validation process: AENOR works will finish upon the delivery of the final validation report, which includes a validation statement. The final invoice will be issued at that moment, regardless the validation statement
- AENOR assumes, at no additional cost, the resolution of clarifications UNFCCC may request during the process of request for issuance/renewal.
- By signing annex 1 and annex 2 of this offer, the client abides by the specific and general agreement conditions here established. These documents constitute an enforceable contract for the development of the services detailed in section 1 of the offer.
- Client accepting the offer and contractual conditions must be a project participant or coordinating/managing entity of the project/programme of activities.



ANNEX 1

ACCEPTANCE OF THE TECHNICAL-FINANCIAL CONDITIONS

The client hereby accepts the present offer entirely and declares to know and accept the provisions specified in the "General Rules for Validation, Verification and Certification of a CDM Project Activity against the requirements of UNFCCC", and the applicable specific CDM Rules.

The client (Project Participant or CME):

AENOR INTERNACIONAL, S.A.U.

Signed:.....
Name:
Date:



Signed: Nicolás HENRÍQUEZ
Position: Commercial Manager
Date: 2020-05-12

DATA TO BE COMPLETED BY CLIENT

Company name

Signatory name Position

Company VAT number e-mail

Full address

Country Telf

Designated contact for CDM works

Contact person for invoicing

Telf e-mail

Full address to receive invoices

Country If needed, **order number** for invoicing

Does any tax or withholding apply to payments?
 (Please specify concept and %)

REQUIRED INFORMATION OF THE PROJECT (complete the information on section 2 of the offer)

Complete list of project participants (use a separate annex if needed)			
Identification/development/consultancy person/organization	Internal resources	<input type="checkbox"/>	----
	External	<input type="checkbox"/>	Name of person/organization involved:
Financing organization	Internal resources	<input type="checkbox"/>	----
	External	<input type="checkbox"/>	Name of person/organization involved:



ANNEX 2: GENERAL CONTRACT CONDITIONS FOR VALIDATION AND VERIFICATION/CERTIFICATION OF PROJECTS OR PROGRAMMES OF ACTIVITIES UNDER CDM REQUIREMENTS

- 1) These general Contract conditions, together with the specific conditions, govern the contractual agreement between the client and AENOR INTERNACIONAL, S.A.U (hereinafter AENOR) for the accomplishment of the validation/verification in conformity with decision 3/CMP.1 "Modalities and procedures for a clean development mechanism, as defined in Article 12 of the Kyoto Protocol" and relevant decisions of the CDM Executive Board (CDM EB).
- 2) This contract will not entry into force until AENOR has received annex 1 signed and duly completed in all its sections, and client and AENOR have signed this annex 2.
- 3) The client declares to be a project participant or coordinating/managing entity in the project /programme of activities.
- 4) (only for validation) The client declares that the activity of the project referred to in this contract is not part of any other registered CDM project, or any project already subject to a request for registration or any project for which the validation process has already begun.
- 5) The client declares it is aware of and fully accepts the provisions contained in document "General Rules for Validation, Verification and Certification of a Clean Development Mechanism (CDM) Project Activity against the Requirements of UNFCCC," available at www.aenor.com, as well as the commitments indicated therein.
- 6) The client undertakes inform AENOR about the names of all project participants, consultancy and financing entities. In the event of any changes after the entry into force of this contract, the client shall inform AENOR to allow for a review of a potential conflict of interest.
- 7) In case any conflict of interest arises from any change in the project participants, consultancy or financing companies after the entry into force of the contract, AENOR will be allowed to make the needed changes in the validation/verification team. AENOR will have the right to terminate the contract if a conflict of interest is detected that does not allow to continue the validation/verification process.
- 8) The client will provide all the necessary information, documents and files requested by AENOR validation/verification team. The client undertakes to provide truthful data and information in the application; the acceptance of the offer; in the PDD/MR and in any other documentation provided to AENOR.
- 9) The client shall provide AENOR will the final project design document (PDD)/monitoring report (MR) and all the necessary attached documentation no less than two weeks prior to the agreed date for the start of the public availability period, unless parties agree to other date. Visit dates should be fixed at least 25 days in advance.
- 10) In case the verification activity was selected by UNFCCC for a performance assessment to AENOR, the client undertakes to grant the accreditation team the same conditions and access to the project activity site as to the verification team.
- 11) AENOR undertakes to guarantee the appropriate confidentiality of all the data and information received during the validation/verification process, in accordance with paragraph 27 (h) of Decision 3/CMP.1: "Modalities and procedures for a CDM as defined in Article 12 of the Kyoto Protocol" and all other applicable provisions in accordance with the CDM Accreditation Standard; the Validation and Verification Standard and the CDM Executive Board provisions.
- 12) The client undertakes to respect the independence and professionalism of the members of the AENOR validation/verification team that participate in the validation/verification process of the project activity, and to abide by all AENOR decisions relating to the validation/verification process referred to in this contract, as well as to the subsequent checks and controls to be carried out, with no restrictions whatsoever.
- 13) The client undertakes to pay all expenses generated during the validation/verification process contracted hereby in accordance with the provisions of the aforementioned General Regulation in the amounts, conditions and periods established in this offer.
- 14) AENOR works will finish upon the delivery of the final validation/verification report, which includes a validation/verification statement. The final invoice will be issued at that moment, regardless the statement.
- 15) If a positive validation/verification statement is issued, AENOR will request the registration of the activity project subject to validation as a Clean Development Mechanism project activity/issuance of CERs. Total payment of AENOR invoices must have been already done before AENOR submits the request.
- 16) The client understands that AENOR does not guarantee the successful outcome of the validation/verification process and that the validation/verification statement can be negative. UNFCCC decisions shall not influence the invoicing or payment of the services provided by AENOR.
- 17) In the event that
 - AENOR has raised one or more corrective action requests or clarification requests, for which no response has been received from the client without reasonable justification for a period of more than three months;
 - the validation/verification activities take longer than a year due to a cause not attributable to AENOR;
 - the client fails to respond to submit coherent evidence in any other step of the process, including resolution of clarifications requested by UNFCCC, without reasonable justification for a period of more than three months;AENOR will evaluate the need to update the quotation, to issue a negative statement, or to interrupt the process and terminate the contract.
- 18) The contractual relationship between the client and AENOR shall terminate:
 - upon the registration of the activity project subject to validation as a Clean Development Mechanism project activity/upon the issuance of CERs or
 - (only for validation) in the event that the activity project is rejected, or



- due to AENOR's negative validation/verification statement, or
 - due to the interruption of the process for a cause not attributable to AENOR, or
 - due to failure by the client to comply with the payment obligations.
- 19) Notwithstanding the foregoing, this contract shall be terminated owing to any of the following causes:
- Mutual agreement by the parties.
 - Decision by any of the parties in the event of reasons significantly impeding or hindering the execution of the contract, provided that it is duly notified in writing to the other party with sufficient notice.
- 20) In the event of termination of the contract owing to any of the causes aforementioned, the client shall pay AENOR all the fees and expenses relating to the services provided until the effective termination of this contract.
- 21) Notification of the waiver or termination shall be sent by registered post (or other equivalent means ensuring its reception with absolute certainty) to the other party, stating the reasons and the date of termination of the contract.
- 22) This contract is valid for one year as from the date of signature by the client, which may be extended automatically by periods of the same duration, unless otherwise stated in writing by one of the parties with notice of at least one month.
- 23) Where AENOR accessed personal data whose processing is the responsibility of the client, according to the General Data Protection Regulation (Regulation EU 2016/679) and relevant current regulations, AENOR agrees to use the personal data subject to processing only for the purpose indicated in the contract, to process them in accordance with the specifications of the data controller, to maintain a written record of all the processing activity categories done on behalf of the data controller, and to not disclose the data to third parties, except with the express authorisation of the data controller, as stipulated by law.
- 24) Where AENOR must transfer personal data to a third country or to an international organisation, under European Union Law or the applicable Law of the Member States, it will inform the data controller of that legal requirement ahead of time, unless the Law in question forbids it for reasons of public interest.
- 25) AENOR agrees not to outsource any of the provisions that make up the purpose of this contract involving personal data processing. Should it be necessary to outsource any data processing activity, this must be previously communicated in writing to the data controller, indicating the processing activities that need to be outsourced and clearly and unequivocally identifying the subcontracting company and its contact details.
- 26) AENOR will maintain the duty of secrecy regarding the personal data to which it has had access under the present commission, even after its purpose has ended; will guarantee that the people authorised to process the personal data commit, expressly and in writing, to respect confidentiality and to fulfil the corresponding technical and organisational measures; will keep the supporting documentation showing compliance with the requirement outlined in the previous section for consultation by THE CLIENT; and will guarantee that the people authorised to process personal data have received the necessary training on personal data protection.
- 27) AENOR will give support to the data controller when carrying out data protection impact evaluations, when applicable, and to the data controller when carrying out consultations prior to the control authority.
- 28) AENOR will provide the data controller with all the information necessary for demonstrating fulfilment of its obligations; will allow the data controller or another auditor authorised by the data controller to carry out audits and inspections, when justified; and will implement security measures in accordance with the findings of the risk evaluation.
- 29) AENOR will inform the data controller of the Data Protection Officer's identity and contact details and return the personal data and support documents where the data appears to the data controller, where applicable and upon completion of the contracted service. Returning the personal data must entail complete deletion of all existing data in the IT equipment used by AENOR. Nevertheless, AENOR can keep a copy with the data duly blocked for as long as any responsibilities resulting from performing the contracted service may arise.
- 30) Furthermore, the client ensures that all data are always legitimate, that they have been obtained legally and that, prior to their access by AENOR, they were collected with the pertinent consent from the people to whom the data belongs. The provisions in this section shall be without prejudice to the legal obligation of AENOR derived from the processes of accreditation to keep the information used as a result of the issuance, monitoring and revision of certificates.
- 31) In compliance with the provisions in the General Data Protection Regulation (Regulation EU 2016/679), the client gives its consent for the processing of its personal data for the purposes derived from the contractual relationship with AENOR and representatives, in accordance with the aforementioned Regulation and any other applicable regulations. Both parties are aware that, with regard to the personal data collected as a result of signing the contract, all may exercise their rights of access, rectification, erasure, opposition and restriction of processing using the addresses set out at the beginning of this contract.
- 32) Similarly, THE CLIENT must hand over all data to AENOR for the provision of service and can ensure compliance with the General Regulation on the part of AENOR both before and during all data processing. If legally obliged to do so, THE CLIENT must carry out an impact evaluation on the processing operations affecting personal data protection to be performed by AENOR and carry out any corresponding prior consultations. Any amendment to this contract and to the offer must be in writing and signed by the parties to be effective. Any waiver of this stipulation shall also be submitted in writing and signed by both parties.
- 33) Anything not contemplated in this contract, as well as the interpretation and resolution of any conflict that might arise between the parties, shall be subject to Spanish legislation. For the resolution of any disagreement that may arise out of this contract, both parties hereto shall be subject to the jurisdiction of the Courts and Tribunals of the city of Madrid, and hereby expressly renounce any claims in any other jurisdiction to which they might have recourse.



34) Anything not contemplated in this contract, as well as the interpretation and resolution of any conflict that might arise between the parties, shall be subject to Spanish legislation. For the resolution of any disagreement that may arise out of this contract, both parties hereto shall be subject to the jurisdiction of the Courts and Tribunals of the city of Madrid, and hereby expressly renounce any claims in any other jurisdiction to which they might have recourse.

<p>The client (Project Participant or CME):</p> <p>Signed:..... Name: Date:</p>
<p>AENOR INTERNACIONAL, S.A.U.</p> <p>Signed:..... Name: Date</p>

