

***COMISION NACIONAL  
DE ACTIVIDADES  
ESPACIALES***

**DIRECT CONTRACT  
(Exclusivity) 29/2018**

**Maintenance and renewal for Thermal Desktop  
software for SAOCOM Project.**

**Receipt of Bid: April 19<sup>th</sup> 2018, 11 AM**

**SUPPLY UNIT  
751, Paseo Colon Ave. 3rd floor - Capital Federal  
Ph: 54-11-4331-0074 ext. 5725  
(polivera@conae.gov.ar)**



*Comisión Nacional de Actividades Espaciales*

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## **Direct Contract (Exclusivity) N° 29/2018**

### **Receipt of Bid:**

**Up to: April 19<sup>th</sup> 2018, 11 AM**

This Provisions and Conditions Form is composed of:

1. PARTICULAR PROVISIONS AND CONDITIONS FORM (includes the Technical Specifications of the line to be quoted) .....Page 3
2. ANNEX I – QUOTATION FORM..... Page 13
3. ANNEX II - SWORN INTEREST STATEMENT ESTABLISHED IN ARTICLE 1 OF DECREE 202/2017. (See resolution 11-E / 2017) ..... Page 14



*Comisión Nacional de Actividades Espaciales*

**PARTICULAR PROVISIONS AND CONDITIONS FORM**

|   |  |
|---|--|
| Name of Contracting Agency                | Comisión Nacional de Actividades Espaciales (CONAE), independent agency acting within the scope of the MINISTRY OF SCIENCE, TECHNOLOGY AND PRODUCTIVE INNOVATION |
| President of the Directory of CONAE       | <b>Dr. Lino Barañao</b>  |
| Vice President of the Directory of CONAE  | <b>Lic. Agustín Campero</b>  |
| Executive and Technical Director of CONAE | <b>Dr. Conrado Varotto</b>   |

**SELECTING PROCEDURE**

|   |              |                          |
|---|--------------|--------------------------|
| Type: <b>DIRECT CONTRACT BY EXCLUSIVITY</b>   | <b>Nº 29</b> | <b>Fiscal year: 2018</b> |
| <b>Class: NO CLASS</b>  |              |                          |
| <b>Method: NO METHOD</b>  |              |                          |
| <b>File Nº: 155/18</b>  |              |                          |
| <b>Commercial category: COMPUTERS</b>   |              |                          |
| <b>Contract subject: Maintenance and renewal for Thermal Desktop software for SAOCOM Project.</b> |              |                          |

**SUBMISSION OF BID**

| <b>Venue/Address</b>  | <b>Opening Time and Date</b>  |
|---|---|
| <i>Unidad de Abastecimiento</i><br>CONAE<br>751, Paseo Colon Ave. 3rd Floor,<br>C.A.B.A.<br>Ph: 011 4331-0074<br><a href="mailto:u_abaste@conae.gov.ar">u_abaste@conae.gov.ar</a> | The bid shall be sent by email or regular mail up to April 19 <sup>th</sup> 2018, 11 AM.<br><br><b>In case of sending the bid by regular mail, the envelope must be identified with the information about the selecting procedure and the name of the bidder.</b> |



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### **TECHNICAL SPECIFICATIONS**

| Line   | QTY | Unit of measurement | Description   |
|--|-----|---------------------|---|
| 1  | 3   | Units               | One year support and upgrades for SINDA/FLUINT, Thermal Desktop, RadCAD and FloCAD bundle, standalone perpetual license |
| <b><u>Additional requirements:</u></b><br>- CONAE will not accept variant offers |     |                     |   |

### **SPECIAL BIDDING TERMS AND CONDITIONS**

#### **GLOSSARY**

CONAE: NATIONAL AGENCY FOR SPATIAL ACTIVITIES. Contracting Agency.

BIDDER: It is the natural or legal person offering the bid in this procurement.

AWARDEE: It is the natural or legal person awardee of the procurement, through administrative act by competent authority.

COCONTRACTING PARTY: It is the natural or legal person that has been notified about the purchase order.

SUPPLY UNIT: It is the CONAE's Supply Unit. Operative Unit of Procurements of said Commission.

#### **SECTION 1- ABOUT THE BIDDER**

1.1. The bidder shall be entitled to trade the goods to be procured, according to the laws in-force of the country where he is residing.

1.2. The bidder shall comply with the pre-registration in the STATE SUPPLIERS INFORMATION SYSTEM (SIPRO) managed by the National Contracting Office of the SECRETARIAT OF ADMINISTRATIVE MODERNISATION under the MINISTRY OF MODERNISATION by means of the procedure approved by Provision 64- E/2016.

1.3. In case that the bidder is a foreign supplier, shall submit a true copy of the application form at the tax entity of the country of origin or equivalent proof.

#### **SECTION 2- ABOUT THE QUESTIONS**

2.1. All questions concerning this contracting procedure shall be made in writing to the Contracting Entity, by means of a written letter at the Reception Desk in 751, Paseo Colón Ave, Buenos Aires City between 10 am and 4 pm, or by email sent to the official address of the Contracting Entity (u\_abaste@conae.gov.ar)

2.2. Questions can be asked up to THREE (3) days before the fixed date for the receipt of the bid as minimum.

2.3. Telephone consulting shall not be accepted, and those made after deadline shall not be answered.



## *Comisión Nacional de Actividades Espaciales*

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2.4. CONAE shall be able to elaborate clarifying communications to the Special Bidding Terms and Conditions, ex officio or as a reply to questions, up to TWO (2) days before the fixed date for the receipt of the bid as minimum, as per the established in the section 50 of the Decree Law N° 1030/16.

### **SECTION 3 - CONTENTS OF THE BID**

3.1. The bid shall be composed of a clear technical description of the goods and/or services offered which shall meet the requisites set forth in section 13 of the General Bidding Terms and Conditions.

***If the bidder does not submit the quote in Spanish, CONAE will translate it into Spanish and this new document shall be considered as the official translation of the quote.***

In the event of any differences or disputes concerning the terms and conditions of this Tender or related to the interpretation or the execution of the signed contract, the Spanish version translated by CONAE shall prevail.

3.2. The foreign bidder shall submit the power of attorney of the bid signer, the bylaws of the company and the articles of incorporation duly certified by Notary Public and authorized by the Argentinean Consulate in the country of origin or the corresponding proceeding as per the in force international treaties; among them, the Hague Convention of 1961 about the removal of the requisite about legalization of foreign public documents. The documentation mentioned in this clause shall be demanded only upon the first submission of the bidder on a tender or procurement process initiated by CONAE. Subsequently, it shall only be necessary to attach the corresponding modifications or updates, if any.

3.3. The bidder acting as authorized agent in the country or as distributor of goods to be imported, shall make such condition clear in its bid. People representing the bidder shall submit the documents (minutes of the meetings where the Board of Directors has been appointed, minutes of the Board of Directors with distribution of positions, mandates, powers of attorney) evidencing their faculties to oblige the bidder, celebrate every act and sign the necessary documents even the selection, unless said information is duly updated in the SYSTEM OF INFORMATION ABOUT SUPPLIERS (SIPRO).

Certifications and Legalizations: Every photocopied document shall be certified by Notary Public and where the demanded documentation has been submitted as a simple photocopy, this Commission shall be able to request the original documents for further collation.

### **SECTION 4 - TERM OF BID VALIDITY**

4.1. Bidder shall maintain the bid, as a minimum, for the term of SIXTY (60) running days as of the date of bid submittal.

4.2. The term of bid validity shall be extended automatically for a period equal to the initial term and so on, with the exception that the bidder expressly states his intention of not renewing the term of the validity with at least TEN (10) running days in advance on the expiration date of each term. In this case, it shall be without execution of the bid bond.



## *Comisión Nacional de Actividades Espaciales*

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4.3. If the offeror manifests his will not to keep his offer without complying with the deadlines committed in the proposal, it will be equivalent to exclude him from the procedure, executing the guarantee of maintenance of the offer, and notifying the non-compliance to the NATIONAL OFFICE OF CONTRACTS.

### **SECTION 5 - ALTERNATIVE BID**

5.1. Apart from the base bids, the bidder shall be able to submit alternative bids.

*Decree N° 1030/2016. ARTICLE 56.- "...An alternative bid is that which fulfilling all technical specifications of the foreseen benefits in the tender form and particular conditions, provides different technical solutions thus there may exist different prices for the same product or service..."*

5.2. CONAE shall be able to choose any of the two or more submitted bids, since every one of them competes with the ones submitted by the other bidders.

### **SECTION 6 - VARIANT BID**

6.1. Apart from the base bid, the bidder shall be able to submit variant bids only where these bidding terms and conditions expressly accept those in the technical specifications.

*Decree N° 1030/2016. ARTICLE 57.- "...A variable bid is that which modifying technical specifications of the foreseen benefits in the tender form and particular conditions, provides a solution with an improvement which could not be possible if it had to be strictly fulfilled..."*

6.2. The jurisdiction or contracting entity shall only compare the base bid of the different bidders and shall only consider the variant bid of the bidder holding the most convenient base bid.

### **SECTION 7 - SAMPLES**

Where the submission of samples is required in the technical specifications, the term to accompany those shall be the date and hour fixed for the reception of the bid.

### **SECTION 8 - QUOTE**

The financial bid shall be submitted within the QUOTATION FORM (ANNEX II) that is part of these bidding terms and conditions.

It shall include a real unit price, in numbers, with reference to the measurement unit established in this section.

8.1. The quotes for foreign products, nationalized by the bidder, shall be made in PESOS or AMERICAN DOLLARS. The value added tax (VAT) shall be included and must detail the percentage of the tax rate applied.

8.2. The quotes for the products to be imported and which shall be nationalized by the contracting entity, shall be made in the currency of the country of the product, under FOB, EXW or CIF (INCOTERMS UPC-600 of the CCI), indistinctly. For CIF offers, the FOB value, the freight and insurance shall be broken down, in order to be compared with the offers made under FOB condition. For EXW offers, CONAE shall request its freight forwarder a quotation, in order to enable said comparison.



## *Comisión Nacional de Actividades Espaciales*

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Bidders acting as authorized representatives in the country or the distributors of goods to be imported, shall make such condition clear in their bid and what is set forth in clause 15.2 of this bidding terms and conditions shall apply.

CONAE is included in the Import Regime for inputs of scientific and technological research - Law 25.613 - by which it is exempted from the payment of import duties and other taxes. Nevertheless, the convenience of the proposal of a given moment given both by the economic conditions offered, as well as the opportunity and the particular need of the Organization for each case.

**THE QUOTED PRICE SHALL BE THE FINAL PRICE THAT THE AGENCY SHOULD PAY IN ALL RESPECTS.**

### **SECTION 9 – OFFER VALIDITY WARRANTY**

9.1. The offeror must submit together with his offer a guarantee of maintenance of an offer equivalent to FIVE PERCENT (5%) of the total value of the offer, constituted in one of the forms established in Article 39 of the General Terms and Conditions. In case of being quoted with discounts, alternatives or variants, the guarantee will be calculated on the highest amount proposed.

9.2. It will not be necessary to present a guarantee of maintenance of the offer, in the cases expressly mentioned in article 40 of the General Terms and Conditions.

### **SECTION 10 - PLACE OF DELIVERY OF GOODS**

10.1. For the bids of national products or nationalized ones by the bidder, delivery must be done in: CONAE, Av. Paseo Colón 751, Ciudad Autónoma de Buenos Aires (1063), Argentina.

10.2. For bids made EXW, delivery shall be made at factory, delivery of FOB bids shall be made in port or airport of origin and CIF bids shall be delivered in Destination Port or Airport.

### **SECTION 11 - DEADLINE FOR DELIVERY OF GOODS.**

11.1- Bid shall indicate the shortest Delivery Term as possible, expressed in consecutive days. A term no longer than 5 (five) consecutive days, starting from the first consecutive day after receipt of the corresponding Purchase Order, will be considered as Immediate.

11.2- The Delivery Term will start THREE (3) consecutive days after the communication of availability of the Purchase Order or after withdrawing it from the Supply Unit, whichever comes first.

11.3. For acquisitions performed in Ex Works, FOB or CIF condition, the Delivery Term will start from the opening of the corresponding documentary credit or wire transfer reception.

11.4. According to the provisions of article 102, section c), paragraph 1 of the regulations approved by Decree Number 1030/16, the bidder arising as awardee and not fulfilling with stated delivery terms in the bid would be subject to fine of ZERO POINT ZERO



## *Comisión Nacional de Actividades Espaciales*

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FIVE PERCENT (0.05%) of the value that has been met out of term for each working day of delay.

### **SECTION 123° - REQUISITES FOR GOODS BOUGHT ABROAD BY CONAE**

12.1. Previous to the shipping of goods in their country of origin:

- CONAE must confirm the Commercial Invoice of the items to be shipped: such shall be evaluated according with the pro-form invoice sent.
- Packing list in Spanish or in English, with details of supply, weight and measure of bulks. Brochures and Technical Specifications of the supply shall be required whenever it may be necessary. Likewise, at request of the Customs Agent named by CONAE, all the necessary certificates required by Argentine Customs shall have to be presented under seller's responsibility such as: material, brand, origin, etc.
- Pictures of bulks, pictures of the goods inside the boxes if possible.
- In cases which the Technical Specifications require processes and quality certificates, registry of exemption, as applicable technical condition, its fulfillment shall be necessary and inexcusable condition for shipping and later reception in agreement of the supply.
- In cases indicated by the Technical Specifications: refrigeration at Customs. Chamber temperature, during the whole journey and by any means of transport.
- Load delivery special requisites.
- In case of dangerous load, presentation of DATA SHEET shall be compulsory at the moment of delivery of the goods.
- Special requisites for the handling of goods during delivery and storage.
- In case of failing to duly present the documentation in agreement with CONAE, dispatch shall not be authorised, being the Bidder responsible for any delay or lack of fulfillment in the terms.

12.2. The Supplier should wait for the instructions given by CONAE to proceed to the effective deliver of the supply to the designed forwarder. Delivering the cargo without CONAE authorization will mean a breach of contract and the Supplier should reimburse the damages caused, from the moment of the delivery to the designed agent. In the same way, the Supplier should reimburse CONAE, if the former decides, without counting on the instructions of the Organism, to load the Supply through third party agents, airlines or shipping companies.

12.3. Elements sent to be consumed in Argentine Republic (Definitive Import), and/or elements which should be re-export from this country (Temporary Import), should be pack in separate packages, a Commercial Invoice should be prepared for each type of destination: definitive or temporary, and separate boardings should be made (one for the Definitive Import and other for the Temporary Import).

12.4. The Supplier will pack Goods so that they do not damage in transit to the final destination indicated in the Purchase Order. The packaging should be suitable to resist, with no limitations, rough and careless handling in transit and exposure to extreme temperatures, salt and rains in transit or during storage in open places. The size and





## *Comisión Nacional de Actividades Espaciales*

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weight of the packaging will be taken into account depending on the distance of the final destination of Goods and the lack of loading and unloading heavy equipment in all the stops until the final destination.

The wood destined to the manufacture of boxes or other elements used in the stowage of cargo of International commerce, should be subject to the International Standards for Phytosanitary Measures 15 (ISPMs) established guidelines of the Food and Agriculture Organization of the United Nations.

CONAE will supervise the fulfillment of the technical specifications for certain packages or means of transport, authorizing or rejecting the delivery in the forwarder assigned for this purpose.

### **ARTICLE 13° - TERM OF GOODS AND/OR SERVICES FINAL ACCEPTANCE**

13.1. For technical or logistics reasons, CONAE could accept the reception of goods in a term of no more than THIRTY (30) calendar days starting from the first working day following the delivery of the good or service.

13.2. If it is necessary, CONAE will carry out inspections, so as to verify if the specifications agree with those in the contract. The inspections and tests specified in the Technical Specifications, and the place where will they be carried out, will be required by CONAE.

13.3. The inspections and tests could be carried out in the Supplier facilities, where the delivery takes place and/or in the final destination of the Goods and/or Services, in agreement to the Technical Specifications. When they were carried out in the Supplier locations, all the reasonable assistance will be offered free of charge to the representatives of CONAE, even for the plans and data about production.

13.4. In the case of civil works, installation works or any other performance that entails a period of established tests, either by performance of the service, by hidden defects, or any other condition that warrants a time of maturity of the acquired or Contracted, the reception will have conditional nature attentive to the deadlines set for each case in the Specific Terms and Conditions without altering the formation of the guarantee in the terms or forms that are established for each case.

### **ARTICLE 14 - INVOICING**

14.1. Invoices should be sent once the acceptance of final reception of the goods and/or services subject of the agreement.

Acceptance of final reception will be given within a Thirty (30) days term starting from the reception of goods or services subject of the agreement, pursuant to article 44 of the Tender Form and General Conditions.

14.2. They should be submitted at Av. Paseo Colón 751, Reception desk, Autonomous City of Buenos Aires, from 10 am to 4 pm. Electronic invoices could be sent at the following e-mail address: [mesadeentradas@conae.gov.ar](mailto:mesadeentradas@conae.gov.ar).

14.3. Suppliers should detail in their invoices: Purchase Order Number, line, item and any other necessary information for the correct identification and individualization of such expenditure.



## *Comisión Nacional de Actividades Espaciales*

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14.4. Since CONAE is a withholding agent both of the Value Added Tax and of the Income Tax, if awarding companies are excluded from such withholding they should also submit the invoice documents confirming that situation, or on the contrary CONAE will duly perform corresponding withholdings for those concepts.

### **ARTICLE 15 - PAYMENT FORM AND CURRENCY**

15.1. If awarding falls on a nationalized bid stated in Foreign Currency, payment to the awardee will be performed in Argentine Pesos and through wire transfer within 45 consecutive days from invoice reception (previous agreement of final acceptance), according to National General Treasury rules and the selling exchange rate of BANK OF THE ARGENTINE NATION in force at the moment of the corresponding bank accreditation.

BANK ACCOUNT INFORMATION. For the purposes of receiving the payment for the delivered goods and services given they should inform their bank account number in national currency, current or savings account, which should be opened in one of the banks joint to the system, authorized to work as paying agent, named below:

1. BANK OF GALICIA AND BS. AS. Inc.
2. BANK OF ARGENTINE NATION
3. BANK OF BS. AS. PROVINCE
4. BBVA FRANCES BANK Inc.
5. BANK OF BS. AS. CITY
6. PATAGONIA BANK Inc.
7. SAN JUAN BANK Inc.
8. SANTANDER RIO BANK Inc.
9. HSBC ARGENTINA BANK Inc.
10. CREDICOOP LIMITED COOPERATIVE BANK
11. MACRO BANK Inc.
12. CHACO NEW BANK Inc.
13. SANTA FE NEW BANK Inc.
14. SUPERVIELLE BANK Inc.
15. HIPOTECARIO BANK Inc.
16. CITI BANK N.A.
17. SECURITIES BANK Inc.
18. TIERRA DEL FUEGO PROVINCE BANK
19. TUCUMÁN BANK Inc.
20. ENTRE RÍOS NEW BANK Inc.
21. CHUBUT BANK Inc.
22. NEUQUÉN PROVINCE BANK Inc.
23. ITAÚ ARGENTINA BANK Inc.
24. INDUSTRIAL AND COMMERCIAL BANK OF CHINA (ICBC)
25. FORMOSA BANK Inc.
26. CÓRDOBA BANK Inc.

Since Treasury payments are performed through wire transfer informed by the supplier, this requirement should be fulfilled to receive payments as a creditor.



## *Comisión Nacional de Actividades Espaciales*

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Beneficiary registration. Within the term fixed for that purpose, following forms duly completed should be submitted:

- ANNEX I to Joint Resolution account N° 12/06 of the NATIONAL GENERAL ACCOUNTING AND 5/06 of NATIONAL GENERAL TREASURY – PAYMENTS BENEFICIARIES. REGISTRATION/ MODIFICATION / REACTIVATION APPLICATION – Should be completed and accompanied by Beneficiary CIF record.
- ANNEX to Joint Resolution account N° 37/08 of NATIONAL GENERAL ACCOUNTING and 8/2008 of the NATIONAL GENERAL TREASURY – AUTHORIZATION OF NATIONAL TREASURY TO PERFORM PAYMENTS IN BANK ACCOUNT - Which should be completed and certified by the authority of the bank where the account is situated.

15.2. For the offers of products to be imported as indicated in section 8.2 of this tender, payment will be performed under some of the foreign circulating documents (irrevocable letter of credit or wire transfer). Payment currency will be the same expressed in the bid. Letter of credit mentioned in the previous item will be confirmed by some of the Argentine National Bank branches abroad or by some of the banks having commercial relations with that entity.

15.3. CONAE could evaluate other payment proposal offered by the offerors but it is not obliged to accept it.

### **ARTICLE 16 - ANTI CORRUPTION CLAUSE**

Giving or offering money or any donation will be decisive cause of rejection, without further proceedings of the proposal or bid, in any phase of the proceeding or of the full rights contract cancellation so as to:

- a). Public officers and employees with competence referred to a tender or contract perform or stop doing something related to their functions.
- b). Or so that they take advantage of the influence of their position before other public officer or employee with the described competence, so that they perform or stop doing something related to their functions.
- c). Any person that takes advantage of his relation or influence under some public officer or employee with the described competence, so that they perform or stop doing something related to their functions.

Those who have committed such acts in direct or indirect interest of the contractor, whether as administrator representatives, partners, chief executives, managers, agents, employees, contract workers, business consultants, trustees or any other natural or legal person will be considered perpetrators of this conduct.

These unlawful conducts will have consequences even when they have been executed as an attempt.

### **ARTICLE 17 - NON DISCLOSURE CLAUSE**

Interested and possible offerors will use technical information included by CONAE in this Tender Form and Particular Conditions and that they eventually have access at the moment of contract execution, to submit their quotation and fulfilling with respective



## *Comisión Nacional de Actividades Espaciales*

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contract obligations, exclusively, and could not be used – such information – with purposes different to those foreseen in the request.

Simply by accessing to technical contents of the request by different formal means legally predisposed, the pure and simple recognition that Argentine Republic National Commission for Space Activities (CONAE) is the exclusive owner of all the applicable and derivative rights of the technical information mentioned is implied.

### **ARTICLE 18 - COMPETENT JURISDICTION**

Eventual divergences deriving from this contract will be submitted to Federal Court for Administrative Law Disputes located at Autonomous City of Buenos Aires, waiving to any other jurisdiction that could correspond to them.



*Comisión Nacional de Actividades Espaciales*

**ANNEX I: QUOTATION FORM**

**Contract type:**

**Proceeding number:**

**Objective:**

**Offeror Name and Surname or Corporate  
Name:**

| Description         | Unit Price | Total Price     |
|---------------------|------------|-----------------|
| R 1:                |            |                 |
| <b>Total amount</b> |            | <b>\$ .....</b> |

|   |  |
|---|--|
| Tax ID Number   |  |
| Lead Time   |  |
| Delivery Place/Terms  |  |
| Payment method  |  |
| Bid validity period   |  |
| Tasks/ goods warranty   |  |
| True copy of the registration form at the tax entity of the country of origin or equivalent certification |  |
| Pre-registration in the STATE SUPPLIERS INFORMATION SYSTEM (SIPRO)  |  |
| Authorized Signer   |  |

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**SIGNATURE AND PRINTED NAME**  
**(Attorney with sufficient legal capacity)**



*Comisión Nacional de Actividades Espaciales*

**ANNEX II**

**AFFIDAVIT OF INTERESTS - DECREE NO. 202/2017**

**Type of deponent: Physical person**

|           |  |
|-----------|--|
| Names     |  |
| Lastnames |  |
| TIN       |  |

**Relationships to declare**

Does the declaring physical person have any relationship with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

*(Tick with an X as appropriate)*

| YES   | NO   |
|---|--|
| In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare. | The non-declaration of any relationships implies explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17. |

**Relationship**

With which of the following officials?

*(Tick with an X as appropriate)*

|  |  |
|--|--|
| President  |  |
| Vicepresident  |  |
| Chief of Ministerial Cabinet                                       |  |
| Minister   |  |
| Authority at Minister's hierarchy in the National Executive Branch |  |
| Authority at a hierarchy lower than Minister, with power to decide |  |

*(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)*

|              |  |
|--------------|--|
| Names        |  |
| Lastnames    |  |
| TIN          |  |
| Position     |  |
| Jurisdiction |  |



## Comisión Nacional de Actividades Espaciales

Type of relationship

(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)

|  |  |   |
|--|--|---|
| Partnership or community   |  | Description, Business name and TIN  |
| Relation within fourth degree of consanguinity and second of affinity      |  | Describe what the actual relation is.   |
| Pending suit   |  | Provide case title, file number, venue, jurisdiction, Judging court and registry. |
| Being a debtor   |  | State reason for debt and amount  |
| Being a creditor   |  | State reason for claimand amount  |
| Having received important benefits from the official                       |  | State type of benefit and estimated amount.                                       |
| Public friendship shown through great familiarity and frequent interaction |  | No additional information requested   |

Additional information

|  |
|--|
|  |
|  |
|  |

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date and place



*Comisión Nacional de Actividades Espaciales*

**AFFIDAVIT OF INTERESTS - DECREENO. 202/2017**

**Type of deponent: Legal Entity**

|               |  |
|---------------|--|
| Business Name |  |
| TIN           |  |

**Relationships to declare**

Are there any relationships with the officials mentioned in articles 1 and 2 of Decree no. 202/17?

*(Tick with an X as appropriate)*

| YES   | NO   |
|---|--|
| In case of having relationships with more than one official, or more than one partner or stockholder, please repeat the information below requested for each relationship to declare. | The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17. |

**Relationship**

Related Person

*(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)*

|   |                                     |
|---|-------------------------------------|
| Legal entity (in case the relationship to declare is direct with the declaring legal entity)    | No additional information requested |
| Legal representative  | Include names, last names and TIN   |
| Parent company  | Include Business name and TIN       |
| Controlled companies  | Include Business name and TIN       |
| Companies with direct interest in the economic or financial results of the declaring company    | Include Business name and TIN       |
| Director  | Include names, last names and TIN   |
| Partner or stockholder with an interest in the definition of corporate will                     | Include names, last names and TIN   |
| Stockholder or partner owning over 5% of equity capital of companies subject to public offering | Include names, last names and TIN   |





## Comisión Nacional de Actividades Espaciales

### Additional Information

|  |
|--|
|  |
|  |
|  |

With which of the following officials?

*(Tick with an X as appropriate)*

|  |  |
|--|--|
| President  |  |
| Vicepresident  |  |
| Chief of Ministerial Cabinet                                       |  |
| Minister   |  |
| Authority at Minister's hierarchy in the National Executive Branch |  |
| Authority at a hierarchy lower than Minister, with power to decide |  |

*(In case of ticking Minister, Authority at Minister's hierarchy in the National Executive Branch or Authority at a hierarchy lower than Minister, with power to decide, please fill in the fields below)*

|              |  |
|--------------|--|
| Names        |  |
| Lastnames    |  |
| TIN          |  |
| Position     |  |
| Jurisdiction |  |

Type of relationship

*(Tick with an X as appropriate and provide any additional information required for the type of relationship chosen)*

|   |  |   |
|---|--|---|
| Partnership or community  |  | Description, Business name and TIN  |
| Relation within fourth degree of consanguinity and second of affinity |  | Describe what the actual relation is.   |
| Pending suit  |  | Provide case title, file number, venue, jurisdiction, judging court and registry. |
| Being a debtor  |  | State reason for debt and amount  |
| Being a creditor  |  | State reason for claim and amount.  |
| Having received important benefits from the official                  |  | State type of benefit and estimated amount.                                       |



*Comisión Nacional de Actividades Espaciales*

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Additional information

|  |
|--|
|  |
|  |
|  |

The non-declaration of any relationships implies the explicit declaration as to the nonexistence of such relationships, under Decree no. 202/17.

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Signature and Name of Declarant

---

Signing as

---

Date