

**TERMS AND CONDITIONS FOR THE SELECTION OF
COLLABORATING COMPANIES IN THE FIELD OF CO-MARKETING FOR THE
PROMOTION OF TOURISM IN FUERTEVENTURA, WITHIN THE FRAMEWORK
OF THE STRATEGIC ACTION PLAN 2021 OF PATRONATO DE TURISMO DE
FUERTEVENTURA.** *[Fuerteventura Tourist Board]*

PRELIMINARY TITLE

The development in local tourist destinations is part of a process which actively involves both society and the territory in which it is located. On one side, society participates maintaining its own identity while, on the other, the territory is the basis for strengthening economic, social and cultural dynamics, facilitating the articulation of each one of these components of the destination and achieving greater intervention and control among them. In order to carry out this process, the participation of all public and private agents that interact within the limits of the system is fundamental and for which it is essential that a common project should combine: generation of economic growth, equity, social and cultural change, environmental sustainability, gender perspective and quality of life, among others.

For this reason, the competitiveness of a tourist destination, as well as its integral development, must incorporate the needs of all interested parties, including that of the Administration, which at the same time must consider the opinion and the active and constant participation of all.

While most of the tourist destinations focus their efforts on competitiveness in their natural, cultural or man-made resources, there are a number of intangible elements that constitute a basic tool for success. One of these is relational capital, immersed within the so-called intangible capital of the destination and the result of cooperative actions between agents.

With this in mind, the promotion strategies of a tourist destination should seek the formation of cooperation networks capable of generating the relational capital that will lead them to the desired growth and development.

Traditional marketing formulas have given way to a process in which the knowledge of each and every one of the parties involved (public and private) is integrated in order to improve the communication of the destination and make it more efficient.

The public-private partnership is, therefore, presented as an excellent formula of cooperation, aimed at the general interest, between the various administrations of the public sector with private companies and individuals.

The 2020 campaign has been a clear example of the difficulties and obstacles in the challenge of maintaining the influx of tourists into the Island of Fuerteventura. With not only a clear commitment to the formation and quality of tourism in general as a result of the need to compete with other rival destinations, but also unexpected events, such as the COVID-19 pandemic, which have transformed the business landscape in the field of tour operators and air transport. With all these variables is essential to achieve the commitment from the operators to program a certain volume of tourist occupancy in the destination of Fuerteventura and to offer the tourist destination Fuerteventura, with the common aim of maintaining the levels of influx of previous years, and combining economic development, competitiveness of the destination and sustainability.

Within this framework of action, and in order to achieve the objectives set out in the Action Plan 2021, Patronato de Turismo de Fuerteventura has put forward a public announcement based on public-private collaboration. This joining of forces will improve the promotion and diffusion of the tourist destination “Fuerteventura” during this year 2021 through the use of the strategic co-marketing tool and aimed at complying with the strategic guidelines established in the Action Plan 2021 of Patronato de Fuerteventura.

This campaign for cooperation in the field of strategic co-marketing is subject to the principles of publicity, transparency, equal and non-discriminative treatment, in addition to the necessary cooperation and efficiency in the use of public resources. Participation in this campaign implies acceptance of the terms and conditions set forth herein.

Therefore, the terms and conditions of this public announcement are approved as an annex to this resolution in order to subscribe the proper collaboration agreements entered into by Patronato de Turismo de Fuerteventura and the entities that comply with the requirements established herein.

REGULATORY BASES

1. OBJECTIVE

These bases are intended to establish the rules that must govern the selection of collaborating entities for strategic co-marketing aimed at the implementation and promotion of the tourist destination Fuerteventura during the 2021 season, as well as to determine the conditions under which the aforementioned collaboration is to be carried out, within the framework of the objectives set out in the Action Plan 2021 of Patronato de Turismo de Fuerteventura.

The following destination markets are established:

- Germany
- Austria
- Belgium
- Czech Republic
- Denmark
- Spain
- France
- Finland
- Holland
- Hungary
- Italy
- Ireland
- Luxembourg
- Norway
- Poland
- Portugal
- United Kingdom
- Romania
- Sweden
- Switzerland
- Ukraine

2.- LEGAL REGIME

These bases are administrative in nature, in application of Act 39/2015, of 1st October, on Common Administrative Procedure of Public Administrations [*Ley de Procedimiento Administrativo Común de las Administraciones Públicas*], Act 40/2015, of 1st October, on the legal regime of the Public Sector [*Ley de Régimen Jurídico del Sector Público*], as well as the proper local legislation.

The Collaboration Agreements that are formalised with the entities selected under these bases will be excluded from the application of Act 9/2017 on Public Procurement [*Ley de Contratos del Sector Público*], without prejudice to the application of the principles of the aforementioned Act to resolve doubts and queries that may arise.

3.- COLLABORATING ENTITIES

The concept is to carry out a joint action between Patronato de Turismo de Fuerteventura, on one hand, and the tour operators (TO), wholesale or retail travel agencies, online travel agencies (OTA) and airlines (LA) on the other, which enhances the profitability in the management of both public and private resources and implements the competitiveness of Fuerteventura as a tourist destination supported by the brand image of participating entities. Subscription to the co-marketing collaboration agreements may be requested from Patronato de Turismo de Fuerteventura. This application may be made individually or by legal representation, and is available to both Spanish citizens and foreigners who, having full capacity to act, are not included in any of the aforementioned circumstances in the Spanish legislation or that of their country of origin, which may result in prohibition to enter into public contracts. In addition, they must accredit the professional qualification required by both the Spanish legislation and that of their country of origin, to develop their business activity and have an organisation with sufficient personnel and material for the proper execution of the agreement.

The participating entities will have to accredit their capacity to act through the deed or memorandum of incorporation, the articles of incorporation or the founding charter, which contain the rules governing their activity duly registered in the Public Registered that may correspond, depending on the type of legal entity.

In the case of applications from non-Spanish companies belonging to Member States of the European Union or signatory States to the Agreement on the European Economic Area, the capacity to act must be accredited by means of certification of registration in one of the professional or trade registers shown in Annex I of the General Regulations of the LCAP [*Spanish Public Procurement Act*].

For all other foreign companies, working ability must be proven by means of a report issued by the Permanent Diplomatic Mission or the Spanish Consular Office of the place where the company is domiciled. This report must – prior accreditation - state that they are registered in the professional or commercial local registers or similar or, failing that, that they move regularly within the field of activities subject to the Collaboration Agreements.

4.-PROMOTIONAL ACTIONS

The collaboration with regards to co-marketing between Patronato de Turismo de Fuerteventura and the collaborating entities may be specified in the following promotional actions:

- Direct programming of airline seats with destination Fuerteventura.
- Off-line advertising campaigns
- Online advertising campaigns
- Roadshows
- Press Trips and Fam Trips
- Others: Aircraft sign writing, etc.

The promotional actions must in all cases incorporate the commitment from the collaborating entity of hiring a minimum of airline seats to the destination of Fuerteventura during the year 2021. In the case of entities that do not hire previously airline seats, they must incorporate the commitment to offer the destination Fuerteventura during the autumn-winter season 2021 on their web or catalogue and have offered the island in some of the mentioned means in the last 2 years, accrediting the number of tourists brought to Fuerteventura in 2019 and 2020.

5.- DEADLINE AND SUBMISSION OF APPLICATIONS AND COMPLEMENTARY DOCUMENTATION

Applications for participation in the selection procedure of collaborating entities for the co-marketing agreements must be submitted within ten (10) working days, from the date of

publication of this announcement and bases in the Official Journal of the European Union. Moreover, it will also be advertised on the website of Patronato de Turismo de Fuerteventura.

Applications must be addressed to Patronato de Turismo de Fuerteventura, Calle Almirante Lallermán, núm. 1 in Puerto del Rosario (www.visitfuerteventura.es), through any means as per Act 39/2015, of 1st October, on Common Administrative Procedure of Public Administrations.

The application for participation, with the content provided in Art. 66 of the aforementioned Act 39/2015, must also comply with these bases. The presentation of the application implies the unconditional acceptance by the collaborating entity of its content, without exception or any reservation, as well as the authorisation to Patronato de Turismo de Fuerteventura and, where appropriate, to the Technical Committee established specifically for this purpose, to consult or verify the data collected in the attached application and documentation. They will be accompanied by a statement of compliance (Annex III) attesting:

- that the entity is validly incorporated and that, according to its corporate purpose, it is allowed to sign the corresponding co-marketing agreement. In addition, the person signing the statements shall be granted the proper power for the presentation of the application. The powers of representation must, where appropriate, include the Apostille of The Hague.
- that all requirements as stated in these bases are met.
- that the entity is not affected by any prohibition to enter into contracts or agreements with the public administration.
- that all tax and social security payments/obligations are up to date according to the applicable legislation.
- a designated email address through which all communications will take place.
- submission to the jurisdiction of the Spanish Courts and Tribunals of any order for any incident that, directly or indirectly, may arise from the contract and waiving, if appropriate, the foreign jurisdiction that may correspond to the collaborating entity in the case of foreign business.
- that the entities represented has an organisation with the sufficient personnel and material for the proper execution of the agreement.
- that the quotations presented by the entity adjust to the market prices.
- in its case, that the entity commits to hire a minimum of the airline seats to the destination Fuerteventura during the year 2021.
- in its case, that the entity commits to offer the destination Fuerteventura during the autumn-winter 2021 season on its web or catalogue and that has offered the island on some of the mentioned means in the last two years.

The administrative documentation must be accompanied by a report explaining the positioning and track-record of the entity in the marketplace, as well as a Technical Proposal specifying the different actions to be carried out, terms of duration and execution budget.

The budget must include all taxes, except IGIC, which amounts to 7% and which will be applied if the legal address of the entity is not registered in the Canaries.

All documentation must be submitted in Spanish.

6.- ADMINISTRATIVE PHASE: DOCUMENTATION REVIEW

After the deadline for submitting applications, the administrative services of Patronato de Turismo de Fuerteventura will proceed to verify compliance with the requirements and the documentation provided, then resolving on the list of admitted entities, in order to start the phase of assessment and evaluation of the proposals, which will be published for information purposes on the corporate website of Patronato de Turismo de Fuerteventura www.visitfuerteventura.es

If the applicants do not meet the necessary requirements, they will have the opportunity to rectify the appropriate requirement. If this is not done, the application of the entity will be considered withdrawn under the terms of Act 39/2015, of 1st October, on Common Administrative Procedure of Public Administrations.

7.- TECHNICAL PHASE: ASSESSMENT AND EVALUATION CRITERIA

For the purposes of assessing and evaluating the applications, a technical committee will be set up. The Manager of Patronato de Turismo de Fuerteventura will chair the committee, with two technicians appointed by the President, who will act as representative members.

The following evaluation criteria are established:

Evaluation Criteria	Score
1 st .- Accreditation of having own company and programming more than 100,000 annual airline seats to Fuerteventura via tour operator, summer season 2021 plus the period of October-December 2021. * (1)	40 points
2 nd .- Accreditation of booking more than 50,000 airline seats from May to November 2021 to Fuerteventura via package holidays sold by the tour operator who has opted for the agreement. *(2)	35 points
3 rd .- Exclusive campaign to Fuerteventura with external media supports from the tour operator (billboards, public transport, public transit points, national and/or regional media circulation, during three months prior to the summer or winter tourist season.	35 points
4 th .- Sign-writing of an airplane with the logo or name of Fuerteventura for a period of six months.	30 points
5 th .- Promotion of Fuerteventura for a period of six consecutive months in more than 50 travel agencies owned or operated by the collaborating tour operator.	15 points
6 th .- Inclusion of Fuerteventura in at least one annual Press and Fam Trip programmed by the Tour Operator.	10 points
7 th .- Inclusion of Fuerteventura in the Tour Operator's own Roadshow in at least 4 cities of the issuing market.	05 points
8 th .- Promotion of Fuerteventura in the catalogue/magazine of the tour operators ally airline.	04 points
9 th .- Promotion of Fuerteventura for a period of 6 months a year with a banner dedicated to the destination on the tour operator's website.	03 points
10 th .- Promotion of Fuerteventura in one of the tour operator's seasonal catalogues within the period of validity of the co-marketing agreement.	03 points

(1) This criterion is incompatible with point 2. This criterion can only be chosen from a single market.

(2) This criterion is incompatible with point 1. This criterion can only be chosen from a single market.

It will be possible to reformulate the applications in case that the amount provided by Patronato de Turismo is lower than the amount requested. The applicant will then be able to renounce to the Patronato's contribution or reformulate the application. If there is no answer within 5 days after notification, the content of the initial application will be maintained, committing therefore to its execution.

The Technical Committee will issue a report about the adjustment of the quotations received to the market prices.

8.- ECONOMIC ALLOCATION

The public announcement for collaboration agreements is endowed with a maximum budget of €910.000 within the budget allocation No. 020.4320B.22699, "Other Miscellaneous Expense" in relation to which the proper credit retention document has been issued. This amount is intended to cover the economic commitments and obligations of Patronato de Turismo de Fuerteventura that derive from the collaboration Agreements that are signed, and that in any case may not exceed 50% of the total budgeted cost for promotional activities.

In the event that the reserved fund is insufficient, it may be increased at the discretion of the President of Patronato, depending on budget availability, with a maximum of 20%.

9.- CORPORATE IMAGE

The different actions that could be undertaken in the collaboration agreements signed between Patronato de Turismo de Fuerteventura and the Tour Operators, wholesale or retail travel agencies, online travel agencies (OTA) and Air Companies must include the corporate image of Patronato de Turismo de Fuerteventura, according to the advertisement support or media used.

Moreover, Patronato de Turismo de Fuerteventura will be able to require the entity the inclusion of a corporate image of other public administrations.

10.- EXECUTION OF THE COLLABORATION AGREEMENTS

Once the assessment phase is concluded, the agreements reached in the corresponding strategic co-marketing collaboration agreement will be executed, according to the model attached as Annex I, which will be processed in accordance with Act 40/2015, of 1st October, on Legal Regime of the Public Sector.

The signing of the Agreement by the collaborating entity representative must be done within one month after notice of the agreement signed by the representative of Patronato de Turismo. Otherwise, it will be understood that the collaborating business has withdrawn its application.

11.- VALIDITY OF COLLABORATION AGREEMENTS

The duration of the collaboration agreements will be determined by the schedule of the campaigns they incorporate. In all cases the maximum term will be six months and fourteen days and must be executed in the period between the day following the signing of the agreement and 30th November, 2021.

Likewise, reasons for termination must be included, apart from the fulfilment of the commitments established.

12.- JUSTIFICATION OF THE CAMPAIGNS AND COMPLIANCE WITH THE COMMITMENTS

Once the campaign included in the agreement has ended, the collaborating entity must submit a report justifying the actions taken and commitments assumed. The justification will be verified by the administrative services of Patronato de Turismo de Fuerteventura.

The economic obligations derived for Patronato de Turismo de Fuerteventura as a result of the signed agreements will be paid as follows:

The actions will be paid once the campaign is finished upon presentation of the proper invoice and a report [*memoria justificativa*] justifying the actions taken that prove compliance with the commitments assumed.

Payment made after favourable report issued by the technical officer in charge.

13.- DATA PROTECTION

In accordance with Organic Act 3/2018, of December 5, on protection of personal data and guarantee of digital rights, applicants are informed and accept the incorporation of their data provided to Patronato de Turismo.

14.- CONFIDENTIALITY

Any confidential information disclosed by Patronato to the collaborating entities with which co-marketing actions are formalised during the validity of the agreements, must be kept by its receptor in a strictly confidential way, committing to use it only for the purpose for which it has been disclosed by the issuer, except by legal imperative.

15.- MONITORING COMMITTEE

A Monitoring Committee is to be established, composed of a representative of Patronato de Turismo and a representative of the collaborating entity. Their function will be the monitoring, surveillance and control of the execution of the agreement and the commitments assumed by the signatories. This mechanism will resolve any problems of interpretation and compliance that may arise from the agreements.

16.- CONFLICTS

Notwithstanding the foregoing, the litigious issues that may arise between the parties relating to the effects, execution and termination of the agreement will be resolved by the Spanish Courts and Tribunals. They will fall within the contentious-administrative jurisdiction, once the corresponding administrative route has been exhausted, in accordance with the common administrative procedure legislation.

ANNEX I

**CO-MARKETING COLLABORATION AGREEMENT BETWEEN “PATRONATO DE
TURISMO DE FUERTEVENTURA” AND FOR THE
IMPLEMENTATION OF THE PROMOTION OF TOURISM IN THE DESTINATION
FUERTEVENTURA**

BY AND BETWEEN

ON THE ONE HAND,

MR., of full legal age, with Spanish Identification Number, as
PRESIDENT OF PATRONATO DE TURISMO DE FUERTEVENTURA, with Tax Identification
Number....., and with registered office and for notification purposes
at..... and e-mail....., by virtue of the powers
granted in..... of its Bylaws.....,

AND ON THE OTHER HAND

Mr./Mrs....., of full legal age, with Identification
Number....., as..... with
nationality....., Tax Identification Number..... with
registered office at..... and address for notification purposes
at....., by virtue of the powers granted in.....
incorporated by public deed.

ACTING

as per their respective offices, by virtue of the powers conferred and with full capacity to execute
this collaboration agreement, according to the above statements.

STATE

I.- That it is of interest to Patronato DE TURISMO DE FUERTEVENTURA AND THE
ENTITY....., to collaborate jointly in the promotion of tourism in
Fuerteventura as a destination under the trademark Islas Canarias, in order to optimise the
efficiency of the promotional activities by joint initiatives that must be in line with the
promotional strategy established by the island of Fuerteventura in its Strategic Action Plan 2021.

That one of the functions of Patronato de Turismo de Fuerteventura is the promotion of
the island and its tourist high standards to increase the number of visitors, this being a task proper
of this body, as per Art. 06 of 07/1995 Act, by means of which are established the island
administrations' powers regarding promotion.

That the Articles of Incorporation of Patronato de Turismo de Fuerteventura include the
organisation of actions for the attraction of tourism, the execution of actions and management on
and outside the island intending to improve the island's tourist image and generally any action
related to tourism for the best interest of the island.

II.- That Patronato de Turismo de Fuerteventura, and the entity..... will
achieve their goal to continue with the promotion of tourism in Fuerteventura as a destination
under the trademark Islas Canarias, by means of the initiatives planned in this agreement, mainly
for the following reasons (point out the track-record of the participating entity):

III.- That as proposed by the technical evaluation committee established for such purpose within the scope of the TERMS AND CONDITIONS FOR THE SELECTION OF COLLABORATING COMPANIES IN THE FIELD OF CO-MARKETING FOR THE PROMOTION OF TOURISM IN FUERTEVENTURA WITHIN THE FRAMEWORK OF THE STRATEGIC ACTION PLAN 2021 OF PATRONATO DE TURISMO DE FUERTEVENTURA, approved by resolution of the Presidency of Patronato No., on and resolved by Resolution of the Presidency of Patronato No., on, the promotional action included in this agreement have been approved and, in addition, the remaining requirements established for that purpose have been met.

IV.- That, considering how important is Fuerteventura as a tourist destination under the trademark Islas Canarias, and that the promotional initiatives help to achieve a greater knowledge of the destination and, therefore, to increase the number of people who may choose the island for their holidays, the entity..... is able and accepts collaboration to carry out a Promotional Campaign, jointly with Patronato de Turismo de Fuerteventura.

V.- That, by virtue of the above, both parties agree to enter into this Collaboration Agreement, in accordance with the following

CLAUSES

FIRST. PURPOSE

The purpose of this agreement is the joint execution between PATRONATO DE TURISMO DE FUERTEVENTURA and the entity..... of the co-marketing campaign specified in the document attached.

In order to materialise the co-marketing campaign, Patronato de Turismo de Fuerteventura will provide the entity with the logo, images, texts, audiovisual means and other material needed for the right execution of the above-said actions, not allowing the entity to issue any material without the previous consent of PATRONATO DE TURISMO DE FUERTEVENTURA.

Once the above-said campaign or promotional actions have finished, the entity..... will send PATRONATO DE TURISMO DE FUERTEVENTURA a report [*Memoria*] containing the following:

- Proof of the effective execution of the actions
- One report evaluating the results of the campaign/promotional actions

SECOND. OBLIGATIONS AND FINANCIAL COMMITMENTS.

The total cost of the campaigns subject matter hereof will be €..... (IGIC not included), of which PATRONATO DE TURISMO DE FUERTEVENTURA will provide the X %€0.0000 (IGIC not included), as well as promotional material, and the entity will provide the other X % (remaining percentage)€0.0000 (IGIC not included). Patronato de Turismo's contribution will not exceed the 50% of the total cost offered for the promotional actions.

The IGIC amounts to €....., which results from the application of the tax rate of 7% to the costs of the actions.

(Add in case of inversion of IGIC taxpayer:

The condition of taxpayer in relation to the IGIC - Canary Islands Indirect General Tax - is inverted in Patronato de Turismo de Fuerteventura, in accordance with the provisions of section a) of paragraph 2º of number 1 of Art. 19 of Act 20/1991, of 7th June, on modification of the Economic and Tax Regime of the Canary Islands, given that the service is provided by an entity not established in the Canary Islands).

To that effect, Patronato de Turismo de Fuerteventura has the necessary and sufficient credit within the budget allocation No. 020.4320B.22699.

Additionally, the parties assume the following commitments:

Payment of service: Patronato de Turismo de Fuerteventura will pay the actions at the end of the campaign, upon presentation of the proper invoice and a report [*memoria justificativa*] justifying the actions taken that prove compliance with the commitments assumed.

The possible non-compliance of the commitments assumed by the parties could imply, with prior warning, the termination of the agreement, with due regard to the corresponding compensations regarding this issue.

THIRD. PRESENCE AND TRADEMARK MONITORING.

In every promotional action described herein must be included the corporate image decided by Patronato de Turismo de Fuerteventura according to the advertisement support or media used in a preferential position. To this effect, PATRONATO DE TURISMO DE FUERTEVENTURA will provide with their logo, images, texts, audiovisual means and other material needed for the right execution of the said actions.

All the creativities must be specifically approved by PATRONATO DE TURISMO DE FUERTEVENTURA, prior to the execution of these actions, so that the COLLABORATING ENTITYis not allowed to issue any material without the previous mutual agreement.

The absence or erroneous presence of any of these trademarks will entail, when possible, the execution once again of the promotional actions where the mistakes have come out, where in such a case the COLLABORATING ENTITY must bear the costs. Should the above-said mistakes could not be amended, the corresponding amount shall be deducted from the contribution of PATRONATO DE TURISMO DE FUERTEVENTURA.

FOURTH. VALIDITY.

This collaboration agreement will be valid for....., months and will be fulfilled within the period between the day following the signing of this agreement and 30th November, 2021.

FIFTH. AMENDMENT AND TERMINATION OF THE AGREEMENT.

This agreement could be amended, subject to the unanimous agreement of both parties.

Grounds for the termination of this agreement are as follows:

- Termination of the validity period.
- Repeated failure to comply with the obligations and commitments assumed by the parties.

SIXTH. MONITORING AND CONTROL COMMITTEE.

In order to clarify any uncertainties, gaps or problems arisen during the execution of this agreement, a monitoring and control joint committee shall be established, composed of a representative of each party.

SEVENTH. CONFLICTS.

In the event of any conflict or discrepancy by the interpretation of this agreement, the parties expressly renounce their own jurisdiction and submit to the jurisdiction of the Courts and Tribunals of Las Palmas de Gran Canaria.

In witness whereof, both parties sign in two counterparts of the same tenor, on the date and at the place said above.

ANNEX II. APPLICATION FOR PARTICIPATION

Mr/Ms., holder of ID No....., on behalf of the entity, holder of Tax ID No..... with registered office at..... St., postcode, City/Town..... Country.....

STATES

That having being informed of the announcement published in the Official Journal of the European Union on....., 2021, and of the conditions, requirements and obligations of the Call for the Selection of Collaborating Entities in the field of Co-marketing for the Promotion of Tourism in Fuerteventura within the Framework of the Strategic Action Plan 2021 of Patronato de Turismo de Fuerteventura and intending to apply for the said call,

REQUESTS

participation in the said call, providing the following documents required:

1. ID card of the person representing the entity.
2. Incorporation deed or document or Articles of incorporation or Founding Charter.
3. In the case of non Spanish companies belonging to the member States of the European Union, certificate of registration in one of the professional or commercial registries mentioned in Annex I of the General Regulations of the Public Sector Contract Act [*Ley de Contratos del Sector público*].
4. In case of non Spanish companies not belonging to member States of the European Union, report issued by the Permanent Diplomatic Mission or Consular Office of Spain in the place where the company has its registered office in the terms established in Base 3.
5. Power of representation granted in favour of the representative of the company with Apostille of The Hague.
6. Documents accrediting the professional qualification requested by the legislation, both of the country of origin and the Spanish legislation, to perform the business activity as a touroperator, wholesale or retail travel agency, online travel agencies (OTA) or airline.
7. Statement of Compliance as per Annex III.
8. Report explaining the positioning and background in the market of origin.
9. Technical proposal specifying the different actions to develop, terms and quotations of execution.
10. In case of opting for the scoring criteria 1º or 2º of Base 7, proper accreditation as per the terms established in the said Base.
11. Accreditation of number of tourists brought to Fuerteventura in 2019 and 2020.

The submission of this application means the unconditioned acceptance of the Bases, without any exception or reserve, and also authorises Patronato de Turismo de Fuerteventura and, in its case, the Technical Committee constituted for that purpose, to consult or check the data collected through this application and the documents annexed.

Signed: Mr/Ms.....
Date:.....

ANNEX III. STATEMENT OF COMPLIANCE

Mr/Ms., holder of ID No....., on behalf of the entity, holder of Tax ID No..... with registered office at..... St., postcode, City/Town..... Country....., being informed of the announcement published in the Official Journal of the European Union on....., 2021, and about the conditions, requirements and obligations of the Call for the Selection of Collaborating Entities in the field of Co-marketing for the Promotion of Tourism on Fuerteventura within the Framework of the Strategic Action Plan 2021 of Patronato de Turismo de Fuerteventura, commits him/herself to comply with the obligations contained in the agreement, strictly subject to the referred requirements, conditions and obligations and

STATES UNDER HIS/HER RESPONSIBILITY:

- that the entity represented by him/her is validly incorporated and according to its business purpose can sign the proper agreement of collaboration of co-marketing.
- that the signatory of the statement holds the due representation for the submission of this application.
- that the represented entity complies with the requirements demanded in these Bases.
- that the represented entity is not affected by any prohibition to enter into contracts or agreements with public administration.
- that all tax and social security payments/obligations are up to date according to the applicable legislation.
- that the designated email address through which all communications with the said entity will take place is the following:.....
- submission to the jurisdiction of the Spanish Courts and Tribunals of any order for any incident that, directly or indirectly, may arise from the contract and waiving, if appropriate, the foreign jurisdiction that may correspond to the collaborating entity in the case of foreign businesses.
- that the entity represented has an organisation with the sufficient personnel and material for the proper execution of the agreement.
- that the quotations presented by the entity represented adjust to the market prices.
- in its case, that the entity represented commits to hire a minimum of the airline seats to the destination Fuerteventura during the year 2021.
- in its case, that the entity represented commits to offer the destination Fuerteventura during the autumn-winter 2021 season on its web or catalogue and that has offered the island on some of the mentioned means in the last two years.

Signed: Mr/Ms.....

Date:.....