

ANNEXES

11.1 Project Presentation Form

QUESTION GUIDE

DESCUBRE SUPPLIER DEVELOPMENT PROGRAM

Instructions:

- **IMPORTANT:** Remember that this document is solely a support tool for the formulation of your project. The official completion and submission is done through the online platform.
- Before answering the online form, make sure to carefully read the Operational Bases "Rules and Conditions" of the Program.
- The form consists of 7 sections; it is necessary to complete each item of each section.
- The form must be downloaded and signed by the legal representative of the company, either with a digital signature or manually. If signed manually, **the entire document must be scanned.**

Section 1. INITIAL INFORMATION OF THE COMPANY

Type of ID: <input type="checkbox"/> Corporate ID <input type="checkbox"/> Personal ID
ID number: X-XXX-XXXXX (corporate ID) X-XXXX-XXXX (personal ID)

Section 2. REQUIREMENTS

CLARIFYING: If any of the following requirements does not apply to your productive activity, you will need to provide a note from the institution that issues said requirement indicating that **due to your activity such permit is not required.**

Attach legal capacity document and ID of the legal representative, in case of corporate entity or personal ID of the participant.	Attach proof
Must be registered and up to date with CCSS https://sfa.ccss.sa.cr/moroso/	Attach proof
Be a micro, small or medium producer , group of producers or company (Up to 100 permanent workers).	Indicate Number of Workers
Provide evidence of a minimum of 2 years of experience in producing orange sweet potato or in roots and tubers, including at least one of the following documents: planting records, sales invoices to other companies, formal references from purchasing companies, or visit records from MAG, for the specified period.	Attach proof
Have at least 1 hectare of owned or rented land with a formal contract of at least 3 years, dedicated or that can be dedicated to this crop. Attach property record in the beneficiary's name (you can consult and download the record from the link http://www.registronacional.go.cr/bienes_muebles/bienes_muebles_consultas.htm) or proof of the legal transaction between the registered owner of the property and the beneficiary, whether it's a sworn statement or a contract.	Attach proof
Indicate Farm Number	
I declare that I do not produce using pesticides that are banned or restricted by the SFE and EPA-FDA, and in compliance with the allowed maximum residue limits:	<input type="checkbox"/> I declare <input type="checkbox"/> I do not declare
Must have the Agricultural Producer certificate from MAG or the Operating Permit from the Ministry of Health, if applicable.	Attach proof
Be properly registered and up-to-date with the Ministry of Finance:	Attach proof

https://www.hacienda.go.cr/ATV/frmConsultaSituTribu_taria.aspx	
Contar con el Diagnóstico Único Exportador (DUE)	The system automatically detects whether or not you have the DUE. If the response is negative, a request will be sent on behalf of your company. If you have any questions, you can write to descubre@procomer.com . Application deadline: July 28, 2021.
Any other permit required for its operation or the execution of the project.	Attach proof if applicable.

Section 3. GENERAL DATA OF THE COMPANY.

Company Trade Name: If an individual, please provide the full name.	Indicate name:
Legal Name of the Company (corporate name): If an individual, please provide the full name.	Indicate name:
Name of Legal Representative 1:	
ID of Legal Representative 1:	
Name of Legal Representative 2: (only if joint signature is needed)	
ID of Legal Representative 2: (only if joint signature is needed)	
Phone number:	

Address:	Province: _____ Canton: _____ District: _____ Other indications: _____
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	Coordinates or georeferencing point: _____
Region:	<input type="checkbox"/> GAM <input type="checkbox"/> Huetar Norte <input type="checkbox"/> Huetar Caribe <input type="checkbox"/> Central Pacific <input type="checkbox"/> Brunca <input type="checkbox"/> Chorotega
Email:	
Company's Business Activity::	
Is 50% or more of the company owned by women?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the competing company a related company? Related companies: companies that are part of a group, where one has economic control over the other, or are both under common control.	<input type="checkbox"/> No <input type="checkbox"/> Yes. If you answered Yes, please provide: Name of the related company: Corporate ID: Number of employees: Business activity of the company(ies) related to the competing company: Attach legal representation document(s):

Section 4. PROJECT CATEGORY

According to the size of the company, choose only one of the following categories (A,B).

<input type="checkbox"/> Category A	Micro, small producers or companies (1-30 workers)
<input type="checkbox"/> Category B	Medium producers or group of producers or companies (31-100 workers)

Section 5. PROJECT DESCRIPTION

Name of the Project Manager: (person who will be the direct contact with PROCOMER and will oversee the project)	
Email	
Phone Number:	
Project Name:	

<p>General Objective:</p> <p><i>Should include: What do you want to achieve? How? Why? Is it measurable?</i></p>	
<p>Specific Objectives:</p> <p><i>Describe the necessary steps to achieve the general objective. It's important that they are measurable and defined, as they will be the reference for the timeline and budget.</i></p>	
<p>Project Description:</p> <p><i>You should narratively describe the purpose you want to achieve with the allocation of the non-reimbursable fund. What's the problem/need? The solution? How would you achieve it? What would be the impact?</i></p>	
<p>Technical Justification:</p> <p><i>Consider the following guiding questions: What is the current situation? What is the desired situation? Why is it important to the company? What benefits are expected? It's recommended to identify opportunities for improvement using technical data to support the initiative. Also, consider attaching technical data sheets or statistics that you have.</i></p>	

Does the project impact the company's productivity and sales?	<input type="checkbox"/> Yes. Elaborate _____ <input type="checkbox"/> No
Additional Information:	<i>Attach technical data sheets, statistics, projections, or others that allow you to justify the importance and impact of the project. Please attach in a single .zip or .rar file.</i>
Project team from the participating company: Collaborator 1 Name: Phone: Email: Position within the organization: Role in the Project: You can add more collaborators if you wish.	

How many years of experience does the company have in the production of Orange Sweet Potato or Roots and Tubers?	<input type="checkbox"/> 2 <input type="checkbox"/> 3 to 5 years <input type="checkbox"/> 6 to 8 years <input type="checkbox"/> More than 8 years
What is the number of hectares to be impacted by the execution of the project?	<input type="checkbox"/> 1 ha <input type="checkbox"/> 2 to 4 ha <input type="checkbox"/> 5 to 7 ha <input type="checkbox"/> More than 8 ha
Regarding the proper preparation of the soils. Do you currently have at least 1 ha prepared for planting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Regarding the current or potential production area, do you have appropriate drainage for planting (about 60-80 cm deep)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the project require additional operating permits, or any other kind for the execution of the project?	<input type="checkbox"/> Yes. Elaborate _____ <input type="checkbox"/> No

<p>In the context of COVID-19 and recognizing that the funds provided by Procomer for this project are disbursed after the payment has been made (through 3 reimbursements), does the company have the necessary cash flow to carry out the project?</p>	<p><input type="checkbox"/> Yes, it has the necessary cash flow.</p> <p><input type="checkbox"/> Does not have the necessary cash flow.</p> <p><input type="checkbox"/> Depends on loans, agreements with suppliers, funds from other projects, etc.</p> <p>Explain if they are approved or in process and attach evidence.</p>
<p>Does the company plan to relocate its operations during the execution of the project?</p>	<p><input type="checkbox"/> Yes. Elaborate _____</p> <p><input type="checkbox"/> No</p>

Section 6. CRONOGRAM AND BUDGET

Complete el "Cronograma de actividades y presupuesto" que encuentra en línea.

Sección 7. ACEPTAR TÉRMINOS Y CONDICIONES

I declare that the information contained in this document, its schedule, and attached budget are truthful. In the event that falsehood is demonstrated, I accept that the proposal be discarded from the selection process for obtaining non-reimbursable seed capital funds.

I agree to the stipulations in the Operational Bases, Standards, and Conditions of Call I of the Supplier Development Program.

I accept the financial assistance model through reimbursement, understanding that once my company has made all the purchases or corresponding payments for each stage, I will present the invoices to request their due reimbursement for the project.

Signature of legal representative or legal representatives (as determined by the legal entity document) or signature of an individual. For both cases, a digital or physical signature can be used.	Name: Signature: Name: Signature:
Date:	Day: __ Month: __ Year: ____

11.2 Guide for Section 6 "Schedule and Budget".

Step 1. Select your project category as exemplified in the following image.

Cronograma y Presupuesto Original

Presupuesto
 Seleccione una categoría
 Categoría

De click y seleccione su categoría de proyecto

Montos financiables según categoría de proyecto	
Monto otorgado por PROCOMER	\$0.00
Monto por imprevistos (10% del monto solicitado a Procomer)	\$0.00
Monto máximo posible otorgado por Procomer según categoría	\$0.00

Topes máximos de financiamiento (80% del proyecto) según categoría	
CATEGORÍA A (Micro o pequeños)	\$12.000
CATEGORÍA B (Medianos)	\$18.000

CONCEPTO	MONTO PRESUPUESTADO
Monto total del proyecto	\$0.00
Monto solicitado a Procomer (incluye imprevistos) (incluye imprevistos)	\$0.00
Contrapartida	\$0.00
Monto mínimo de contrapartida	\$0.00

Desglose monto solicitado a Procomer	Monto presupuestado
Primer Reembolso	\$0.00
Segundo Reembolso	\$0.00
Tercer Reembolso	\$0.00

Step 2. Proceed to complete each of the tables for reimbursements I, II, and III (there's a table for each reimbursement), as shown in the following images.

Complete las siguientes tablas con el desglose de las actividades propuestas de acuerdo con los objetivos del proyecto.
 Recuerde:

- A. Respetar los porcentajes preestablecidos para solicitar el reembolso. Los porcentajes se indican en el título de cada cuadro de reembolso.
- B. Respetar la fecha máxima para solicitar el reembolso. Las fechas se indican en el título de cada cuadro de reembolso.

REEMBOLSO I

Del 20% al 25% del monto total del presupuesto aportado por Procomer. Fecha máxima: 09/07/2021



De click en el cuadro verde con un simbolo de "+" para abrir la tabla del I Reembolso. Una vez abierta la tabla, proceda a completar la información solicitada

Reembolso Procomer:	\$0.00
Monto contrapartida:	\$0.00
Porcentaje del monto total:	0%

Complete la información solicitada.
RECUERDE: En las tablas de los reembolso se colocan las actividades que el productor o la empresa se compromete a ejecutar de su proyecto

	Actividades	Fecha de inicio	Fecha de finalización	Entregable (evidencia de la actividad ejecutada)	Monto presupuestado de reembolso a Procomer	Monto presupuestado de contrapartida	Observaciones
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
					0.00	0.00	

The previous process is repeated for the 3 tables of the 3 reimbursements.

Step 3. Check the amounts and ensure compliance with the minimum co-financing. Save and continue the application process.

Reembolso Procomer:	\$0.00	<p>Al finalizar el llenado de las 3 tablas de los reembolsos, se muestra un cuadro de totales, en donde se puede verificar el monto solicitado a Procomer y el aporte de contrapartida</p>
Monto contrapartida:	\$0.00	
Porcentaje del monto total:	0%	

Imprevistos (10% del total de Presupuesto aportado por Procomer)	\$0.00	<p>El monto de imprevistos del proyecto se calculan automaticamente como parte del presupuesto del III reembolso</p>
Suma total del III Reembolso (incluye imprevistos):	\$0.00	
Porcentaje del monto total:	0%	

Una vez completado todo el formulario y verificados los montos, de click en **GUARDAR Y CONTINUAR** y prosiga al siguiente formulario

Guardar

Guardar y Continuar

11.3 Draft Contract.

CONTRACT FOR THE FORMALIZATION OF DELIVERY OF SEED CAPITAL FUNDS

Between us, the FOREIGN TRADE PROMOTION AGENCY OF COSTA RICA, a non-state public entity created by Law No. 7638, with legal identity card number 3-007-196350, represented in this act by its General Manager PEDRO BEIRUTE PRADA, of legal age, divorced once, manager and lawyer, resident of San José, with identity card number 1-886-408, hereinafter PROCOMER, and COMPANY NAME, with legal entity number, represented by its president with powers of full general attorney without a sum limit, NAME OF LEGAL REPRESENTATIVE, with identity card number, hereinafter referred to as THE BENEFICIARY, we acknowledge that we have agreed to celebrate this contract to formalize the delivery of seed capital funds, which will be governed by the following clauses:

FIRST: Background and sworn statement

1. Law of Creation of the Ministry of Foreign Trade of Costa Rica and of the Foreign Trade Promotion Agency of Costa Rica, number 7638 of October 30, 1996.
2. Operational Bases, Rules and Conditions of the Call for the Descubre Supplier Development Program, published on the project website.
3. Operational Manual for the Descubre Supplier Development Program.
4. **THE BENEFICIARY** declares, under oath, at the time of signing this contract, that none of the prohibitions established in article 15 of the **PROCOMER** Contracting Regulations and articles 20 and 22 bis of the Administrative Contracting Law apply to him/her.

SECOND: Object

By virtue of this contract, **PROCOMER** and **THE BENEFICIARY** formalize the delivery of seed capital funds, up to the amount of _____, legal currency of the United States of America.

THIRD: Nature of the Funds and Benefits

The funds made available to the **BENEFICIARY** are NON-REFUNDABLE in nature and will be used to carry out the approved productive transformation project for which they have been selected as the winner.

The **BENEFICIARY** will receive support during the execution of these funds and specialized technical advice as part of the benefits granted under the Descubre Supplier Development Program.

Notwithstanding the above, the use of these funds and the benefits granted must strictly adhere to what is established in this contract, the operational bases, rules and conditions

of the call, and **PROCOMER's** internal standard called the Operating Manual for the Descubre Supplier Development Program, as well as the guidelines set by **PROCOMER**.

FOURTH: Proper Use of the Funds

The resources will be directed towards the development of productive transformation projects approved by **PROCOMER**.

Should it be proven that there has been improper use of the funds subject to this contract, the **BENEFICIARY** must immediately return the funds that have been allocated to their productive transformation project up to that point.

FIFTH: Maximum Amount of Non-Refundable Funds and Limit of Liability

The **BENEFICIARY** will receive a non-refundable contribution of up to 80% of their project, which corresponds to ___ dollars. These funds will be aimed at developing the approved productive transformation project. The remaining 20% of the budget must be funded by the beneficiary company, as a counterpart.

Any costs incurred by The **BENEFICIARY** for the project's development must be framed within the maximum approved amount. Any differences that might arise will be exclusively at The **BENEFICIARY's** expense. This implies no obligation on **PROCOMER's** part to recognize more budget than the maximum assigned to The **BENEFICIARY**.

SIXTH: Obligations of the BENEFICIARY

The **BENEFICIARY** agrees to:

- a) Comply with the provisions established in this contract.
- b) Abide by the general provisions issued by **PROCOMER** as coordinator of the Descubre Supplier Development Program.
- c) Act in good faith at all times.
- d) Retain all backup documentation to proceed with payments and subsequent expense reimbursements by **PROCOMER**.
- e) Use goods and services acquired with seed capital funds only for the strict fulfillment of the project's objectives.
- f) Always comply with the rules contained in the Operational Bases, Rules and Conditions of the Call, and in the Operating Manual issued by **PROCOMER**.
- g) Present a report on the project's execution to **PROCOMER's** Strategic Alliances Unit at specified dates, containing at least:
 - i. Execution plan progress (anticipated results in the contract and results obtained).

- ii. Progress in the use of financial resources (executed resources and resources projected in the contract).
- h) Provide **PROCOMER** with necessary information to prepare monitoring and closing reports or those requested by **PROCOMER's** Internal Audit, any other **PROCOMER** control body, or even the General Comptroller of the Republic.
- i) For procurement of goods and services under the project, the prohibition regime stated in article 22 bis of the Administrative Contracting Law must be respected.
- j) Provide information requested by the External Audit auditing the Descubre Supplier Development Program.

SEVENTH: Fundable expenses

The resources to invest in the Descubre Supplier Development Program projects should consider the following types of fundable activities, strictly leading to the objectives of each project:

- a) Purchase of inputs, materials, licenses, equipment, and accessories for product production.
- b) Purchase of inputs, materials, equipment, and accessories for prototype development or expanding product production.
- c) Environmental, quality, safety, good agricultural, and manufacturing practice certifications.
- d) Professional services for obtaining certifications, process efficiency, product improvement (studies such as soil analysis, nutritional levels, among others), which may not exceed 45% of each project's established budget.

EIGHTH: Non-fundable expenses

The following activities and/or expenses cannot be funded with the Descubre Supplier Development Program's grants:

- a) Construction, readaptation, expansion, and/or remodeling of facilities.
- b) Payment of debts, loans, credit card balances, and any similar items.
- c) Legal expenses, stamps, or professional fees not directly related to the execution of the benefited project.
- d) Distribution of dividends.
- e) Acquisition of shares or capital increases.
- f) Corporate rights.
- g) Investment in bonds and other securities.
- h) Acquisition of vehicles.

- i) Payment of salaries, taxes (taxes, fees, and special contributions), or social charges.
- j) Compensation of any kind.
- k) Rentals of movable or immovable assets.
- l) Acquisition of real estate.
- m) Administrative expenses such as: basic services (electricity, water, gas, cleaning, internet, telephony, and mobile telephony), accounting services, and administrative support staff.
- n) Travel expenses and allowances.
- o) Any other not strictly related to the fulfillment of the program's objectives.

Furthermore, activities that might be considered typical of Research and Development projects at the undergraduate, postgraduate, master's, or doctoral thesis level and other studies, publications, academic documents not directly contributing to the project's objectives will not be funded.

NINTH: *Obligations of PROCOMER*

PROCOMER undertakes to provide the necessary collaboration for the correct execution of the obligations assumed by **THE BENEFICIARY** and to comply at all times with the rules contained in the Operational Bases, Rules and Conditions of the Call and in the Operational Manual of the Program issued by **PROCOMER**..

TENTH: Disbursement Procedure

The granting of seed capital funds will be carried out through 3 disbursements after obtaining the good or service by **THE BENEFICIARY** (reimbursement) according to the dates and percentages indicated in the Operational Bases, Rules, and Conditions of the Call, namely:

- a) A first disbursement must be requested by November 5, 2021, at the latest and may not exceed US \$ _____ dollars, legal currency of the United States of America.
- b) A second disbursement must be requested by April 1, 2022, at the latest and may not exceed US \$ _____ dollars, legal currency of the United States of America.
- c) A third and final disbursement must be carried out by September 2, 2022, at the latest and may not exceed US \$ _____ dollars, legal currency of the United States of America.

The amount indicated for the third disbursement includes 10% of the funds granted as "Unforeseen". This amount may be used in full or in part, based on justification in the first, second, or third disbursement, as the case may be.

All disbursements will be made in American dollars.

The amounts corresponding to the project will be channeled to **THE BENEFICIARY** through the Financial Administrative Directorate of **PROCOMER**. These funds will be safeguarded by **PROCOMER**, under the administrative and accounting procedures of this institution.

ELEVENTH: Suspension of Disbursements

PROCOMER may suspend disbursements or cancel the undistributed part of the non-reimbursable funds, immediately or at its discretion, if any of the following circumstances should occur:

- a) The breach by the beneficiary company of any obligation stipulated in the MOP or in the contract to be signed with **PROCOMER**;
- b) Any circumstance - including without limitation any organizational change affecting the beneficiary company - that, in **PROCOMER's** opinion, makes the timely achievement of the objectives of the Benefited Project unlikely;
- c) If the beneficiary company or any of its partners fails to comply with any other agreement it has entered into with **PROCOMER**;
- d) Disbursements are not properly documented, or there is inadequate collaboration with **PROCOMER** in the timely provision of information about the execution of the benefited project.
- e) If the beneficiary company, its employees, representatives or agents, or any of its suppliers of goods and services (including consulting services) for the Benefited Project, commit any wrongdoing that endangers the correct execution of the benefited project, including but not limited to acts of corruption, bribery, provision of false information, and in general the commission of any act that poses a threat to ethics or that may negatively compromise the objective reputation of **PROCOMER**, its workers, or representatives.

Finally, in case of proven misuse of the funds, the beneficiary will be required to immediately reimburse the entire amount of funds granted up to that point, which in turn will lead to the company's removal from the Development of Suppliers Descubre Program.

TWELFTH: Term

The term of this contract will be 12 months, starting from its subscription.

THIRTEENTH: Termination of the contract and contractual breach

Breach of any clause in this contract entitles the parties to terminate it, without prejudice to actions for damages. In this case, **THE BENEFICIARY** must immediately return all amounts that have been granted up to that point.

It is also understood that both **PROCOMER** and **THE BENEFICIARY** may terminate this contractual relationship, for which a notification in that regard will suffice. This must be made at least two months in advance of the definitive termination date of this contract. In this case, if **THE BENEFICIARY** wishes to terminate the contract early, they must return all funds granted at that time.

FOURTEENTH: Duty of execution

THE BENEFICIARY may not assign or encumber this contract, nor in any way transfer or pass on the benefits and obligations generated by this document. If this occurs, it will be considered a contractual breach.

FIFTEENTH: On coordination

The coordination and supervision of this contract will be in charge of the Strategic Alliances Unit of **PROCOMER**. This Unit will be responsible for monitoring the correct execution of this contract and reviewing the generated documentation, such as reports, follow-up letters, among others.

For their part, **THE BENEFICIARY** commits to designating a person who will act as **PROCOMER's** contact for everything related to the execution of this contract.

SIXTEENTH: Labor obligations

No officer or employee of **THE BENEFICIARY** will be considered, in any case, an official or representative of **PROCOMER**. As a result, both parties agree that no labor right may arise from this contract in favor of the representatives or workers of **THE BENEFICIARY** or the person designated for the execution of the obligations established in this contract.

It is also understood that **PROCOMER** will assume no responsibility regarding the payment of any type of insurance or compensation for injuries, accidents, or other similar events that might be suffered by a worker of **THE BENEFICIARY**, who in turn releases **PROCOMER** from any responsibility for these types of incidents.

Finally, it is understood that **THE BENEFICIARY** will, for all intents and purposes, be the employer of all its representatives and collaborators, particularly the person designated for the execution of the obligations assumed by **THE BENEFICIARY**. Therefore, **THE BENEFICIARY** will be solely responsible for the payment of labor benefits, social security, and related payments that correspond by law, according to the legislation applicable in Costa Rica

SEVENTEENTH: Confidentiality

Both parties agree that all information and materials obtained as a result of executing this contract will be considered confidential. Furthermore, the effects of this clause will remain after the termination of the contract.

EIGHTEENTH: Dispute resolution

All controversies or differences that may arise from the negotiation, execution, arrangement, interpretation, termination of this contract, will be governed by the laws of Costa Rica, as well as what is established in the Contracting Regulations of **PROCOMER**. The Courts of Justice of Costa Rica will have exclusive jurisdiction over any disputes arising from this contract.

NINETEENTH: Contractual domicile

The contracting parties establish the following contractual domiciles:

- **THE BENEFICIARY:** _____
- **PROCOMER:** Próspero Fernández highway, San Rafael de Escazú, next to Hospital CIMA, Plaza Tempo Business Complex, third floor.

TWENTIETH: Estimation

For tax purposes, this contract is considered incalculable. It is clarified that in accordance with Article 7 of Law No. 7210 and Article 13 subsection a) of Law No. 7638, PROCOMER is exempt from paying taxes and rights that it must pay, for the part that corresponds to it, in any contract it executes.

In witness whereof, we sign in two copies of equal value on September 3, 2021.

Pedro Beirute Prada General Manager	_____
PROCOMER	BENEFICIARY

11.4 Sworn Statement on the Non-existence of Conflicts of Interest

SWORN STATEMENT

The undersigned, _____, in my capacity as the legal representative of _____, company winner of the “Supplier Development Program Descubre” contest, solemnly declare that there is no type of conflict of interest or similar situation that could affect the objectivity with which **PROCOMER** or the officials designated for this purpose, carry out the technical reports required for the proper fulfillment of the objectives of the said Program. Likewise, I declare that I am not in any of the situations established in article 22 bis of the Administrative Contracting Law and that the contracts I make will consider this restriction.

San José, 03 days of the month of September 2021.

_____ SIGNATURE OF BENEFICIARY

11.5 Article 22 Bis of the Administrative Contracting Law

Excerpt from Administrative Contracting Law N° 7494

Article 22 bis. - Scope of the prohibition. In the administrative contracting procedures promoted by the institutions subject to this Law, the following persons are prohibited from participating as bidders, directly or indirectly:

a) The president and vice-presidents of the Republic, ministers and vice-ministers, deputies to the Legislative Assembly, proprietary magistrates of the Supreme Court of Justice and those of the Supreme Electoral Tribunal, the comptroller and deputy comptroller generals of the Republic, the attorney general and the deputy attorney general of the Republic, the defender and deputy defender of the inhabitants, the national treasurer and deputy treasurer, as well as the national supplier and deputy supplier. In the case of popularly elected positions, the prohibition will take effect once the Supreme Electoral Tribunal officially declares the election results.

b) With the entity they serve, members of the board of directors, executive presidents, managers and deputy managers, both of decentralized institutions and public companies, proprietary council members and the municipal mayor.

c) Officials from procurement and legal advisory offices, with respect to the entity they serve.

d) Public officials with influence or decision-making power, at any stage of the administrative contracting procedure, even in its subsequent monitoring, in the execution or construction phase.

It is understood that there is interference or decision-making power when the respective official, due to the type of functions they perform or the rank or hierarchy of the position they hold, can participate in decision-making or influence them in any way. This includes those who must issue opinions or technical reports, prepare or process any of the contracting procedure phases, or supervise the execution phase.

When there is doubt as to whether the position held is affected by interference or decision-making power, before participating in the administrative contracting procedure, the interested party will consult the Comptroller General of the Republic and will send all the evidence and information on the case, as provided in the Regulations of this Law.

e) Those who act as advisors to any of the officials affected by prohibition, be they internal or external, personally or without any kind of remuneration, regarding the entity for which said official provides their services.

f) Legal entities in whose capital stock any of the officials mentioned in the previous sections participate, or who hold managerial or representative positions. For the sale or assignment of the respective social participation to not affect the respective firm, it must have been made at least six months prior to the appointment of the respective official and must have a certain date by any of the means that civil procedural legislation allows. Any sale or assignment after that date will not exempt the legal entity from the contracting prohibition, as long as the appointment that originated it lasts.

For corporations whose shares are registered in the National Registry of Securities and Intermediaries of the General Superintendency of Securities, such prohibition will apply when said official controls ten percent (10%) or more of the total subscribed capital of the corporation. For this purpose, the administration will only require from the bidding legal entity a sworn statement that it is not subject to any of the prohibition causes established in this article.

(The previous paragraph was added by article 3° of law N° 8511 of May 16, 2006).

g) Non-profit legal entities, such as associations, foundations, and cooperatives, in which individuals subject to prohibition appear as directors, founders, representatives, advisors, or any other position with decision-making capacity.

h) The spouse, partner, or companion in a de facto union, of the officials covered by the prohibition, as well as their relatives by blood or affinity up to the third degree inclusive.

i) Legal entities in which the spouse, partner, or relatives indicated in the previous section, hold more than twenty-five percent (25%) of the share capital or hold a managerial or representative position.

Individuals or legal entities that have intervened as advisors at any stage of the contracting procedure, participated in the preparation of the specifications, designs, and respective plans, or must participate in their subsequent oversight, in the execution or construction stage. This prohibition will not apply in cases where the design and construction of the work are jointly tendered, the alternative variants regarding the specifications or plans provided by the Administration.

Individuals and organizations subject to a prohibition will maintain the impediment for six months from the cessation of the reason that gave rise to it.

The following cases are exceptions to the aforementioned prohibitions:

1. When dealing with a unique supplier.
2. When it is the ordinary activity of the entity.
3. When there is a clear interest in collaborating with the Administration.

(Added by article 65 of Law N° 8422, Law against Corruption and Illicit Enrichment in Public Service, of October 6, 2004).