

## Supplier affirmation concerning sanctions and supplement to contract terms and conditions (model)

1. The European Union and/or UN have imposed and may in future impose sanctions or restrictive measures through legislation and/or decisions of their institutions. The Supplier affirms that

a) no sanctions referred to above have been imposed on <sup>1</sup>

- i. the Supplier,
- ii. members of the administrative, management or supervisory body of the Supplier or persons exercising control, representation or supervision power of the Supplier,
- iii. the Supplier's direct or indirect owners,
- iv. subcontractors participating in producing the goods or providing the services under this contract,
- v. members of the administrative, management or supervisory body of such subcontractors or persons exercising control, representation or supervision power of such subcontractors, and
- vi. the direct or indirect owners of such subcontractors,

b) in the case of a public or concession contract falling within the scope of the EU public procurement directives and exceeding the EU thresholds, the Supplier is not, within the meaning of Article 5k of Regulation (EU) 833/2014,

- i. a Russian national, or a natural or legal person, entity or body established in Russia,
- ii. a legal person, entity or body whose proprietary rights are directly or indirectly owned more than 50 per cent by an entity referred to in point b) i. above, nor
- iii. a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point b) i. or b) ii.

c) in the case of a public or concession contract falling within the scope of the EU public procurement directives and exceeding the EU thresholds, the Supplier's subcontractors, suppliers or entities whose capacities are being relied on, where they account for more than 10 per cent of the contract value, are not entities referred to in points b) i.–iii.

d) the Supplier must immediately inform NAME OF CONTRACTING ENTITY if sanctions are imposed on any of the parties referred to in item a) or if a situation referred to in items b)–c) is at hand

e) the activities provided for in this contract and the use of the goods produced or services provided by the Supplier and its subcontractors do not violate the aforementioned sanctions or restrictive measures.

<sup>1</sup> In accordance with the [EU Best Practices for the effective implementation of restrictive measures \(2022\)](#), the criterion to be taken into account when assessing whether a legal person or entity is owned by another person or entity is the possession of more than 50% of the proprietary rights of an entity or having majority interest in it. If this criterion is satisfied, it is considered that the legal person or entity is owned by another person or entity. The EU Best Practices list eight criteria to be taken into account when assessing whether a legal person or entity is controlled by another person or entity, alone or pursuant to an agreement with another shareholder or other third party. If just one of these criteria is met, it is considered that the legal person or entity is controlled by another person or entity, unless the contrary can be established on a case by case basis. The criteria include having the right or exercising the power to appoint or remove a majority of the members of the administrative or management body; controlling, pursuant to an agreement with other shareholders, a majority of the members of the administrative or management body; having the right to use all or part of the assets of a legal person.

Upon request, the Supplier shall without delay provide NAME OF CONTRACTING ENTITY information on its subcontractors, direct or indirect owners, and other beneficiaries. The Supplier also undertakes to notify NAME OF CONTRACTING ENTITY without delay if the payments relating to the procurement may indirectly or directly be made available to a party subject to sanctions or if a situation referred to in items b)–c) is at hand.

2. NAME OF CONTRACTING PARTY may terminate this contract effective immediately either entirely or with respect to those goods or services subject to sanctions or restrictive measures if
  - a) the European Union and/or UN impose sanctions on the Supplier or on one of the parties referred to in section 1. a) above or
  - b) payments relating to the procurement may indirectly or directly be made available to a party subject to the sanctions referred to herein or
  - c) a situation referred to in items 1. b)–c) is at hand.
3. If these affirmations are violated, the Supplier is liable to compensate NAME OF CONTRACTING ENTITY for all damage it incurs without limitation of liability.