Barcelona, 30th March 1992.

ASSEMBLED

For one part, Ms MONTSERRAT DE VEHI I TORRA, General Secretary of the Department of the Environment, representing the Generalitat de Catalunya by virtue of the faculties delegated by Order of the Councillor for the Environment of 16th July 1991, published in the DOGC number 1472, of 26th July 1991.

For the other part, Mr Lee L. Verstandig of the Wexler Group, of Hill and Knowltan, Inc., with passport number 012554537, issued in Washington D.C., on 24th March 1986, with domicile in Davis Street N.W. 20007 Washington D.C., on his own behalf.

Both parties recognize each other's competence and capacity for formalizing this contract.

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ADMINISTRATIVE RECORDS

First.- On 6th March 1992 approval was given to the contract dossier "ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES" and the ensuing expenses.

Second.- The expense has been contracted by the Servei de Gestió Econòmica to be charged to the budget item 22.01.227.07/6 of the Environmental Department and the previous inquiry by the Delegated Audit of the Generalitat de Catalunya, on 5th March 1992.

Third.- The contract and its final adjudication were agreed by two administrative decisions, copies of which are in the attached documents 1 and 2.

CLAUSES

FIRST.- Mr Lee L. Verstandig of the Wexler Group agrees to undertake, with the collaboration of Mr Ed. Ingle and Mr Mario Gaztambide, the work of "Assistance and support services on environmental issues", strictly subject to the Specifications for the Particular Administrative Clauses and the Specifications for the Technical Prescriptions governing this contract.

SECOND.- Mr Lee L. Verstandig will carry out this work in collaboration with Mr Ed. Ingle, and Mr Mario Gaztambide, who will be the subcontractor; should he require the collaboration of other people he will inform the Department of the Environment, which will have to give authorization.

THIRD.- The total cost is EIGHTEEN MILLION (18,000,000) PESETAS, to be paid on delivery of the report, conformity having been received by means of certificates issued following the submission of periodical invoices by the services of the Department of the Environment. The corresponding taxes will be deducted from this amount.

FOURTH.- The expiry date for this contract is 31st December 1992.

FIFTH.- To ensure fulfillment of the contract there will be a surety to the order of the Generalitat de Catalunya to the amount of SEVEN HUNDRED AND TWENTY THOUSAND (720,000) PESETAS, which will be effected by means of a deduction from the total cost. A copy of the application is enclosed as annex number 3.

SIXTH.- The awardee is obliged to the compliance of the deadline for delivery established in the third clause. Should he incur in delay for any reason attributable to him, the Administration may, according to the form and the conditions established in article 137 of the General Regulations for Contracts of the State, choose either to cancel the contract, with the loss of the bond, or to apply any of the penalties established in article 138 of the same regulation.

The amount of the penalty does not exclude indemnity for damages to the Administration which might be caused by the awardee's delay.

If the delay can not be attributed to the awardee, the Administration will act according to article 140 of the General Regulations for Contracts of the State.

At all events, the constitution of delay by the awardee will not require prior appeal or notification by the Administration.

SEVENTH.- No clause of revision of the total charge will apply to this contract.

EIGHTH.- Mr Lee L. Verstandig accepts the Specifications for the Particular Administrative Clauses and the Specifications for the Technical Prescriptions governing this contract, and signs a copy of each, which are attached as annexes 4 and 5, and submits, for anything not established therein, to the regulations of Decree 90/1985, of 1st April, and to the rules which the legislation of contracts of the State establishes for those of an administrative nature and, additionally, to the dispositions of the Decree 1005/1974, of 4th April, for anything that may apply.

And to give evidence of this, this contract is signed in triplicate in the place and on the date which appear on the heading.

By delegation

Montserrat de Vehí i Torra
General Secretary
(Order of 16th July 1991,
DOGC number 1472)

The Contractor

Lee L. Verstandig

Anne Wexler

"ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES"

In view of the need to contract the services of qualified experts to provide support and advice on the incidence of certain events on environmental issues.

In view of the report by this Department's Contracts, Heritage and Expropriations Service for contracting the aforementioned study.

With regard to article 1 a) of the Councillor of the Environment's Order of 16th July 1991 (DOG 1472, 26th July), on delegation of functions.

I HAVE DECIDED

First.- That procedures be initiated for the contracting of the aforementioned work, with a maximum cost of EIGHTEEN MILLION (18,000,000) PESETAS, not including travelling and accommodation expenses.

Second.- That the contract be awarded by the direct contract system, as laid out in Decree 90/1985, of 1st April, and article 9, paragraph b), of the Decree 1005/74, of 4th April.

Barcelona, 4th March 1992.

By delegation

(Order of 16th July 1991, DOGC number 1472)

Montserrat de Vehí i Torra

General Secretary

RESOLUTION

"ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES"

In view of the report by the Contracts, Heritage and Expropriations Service of the General Secretariat, relating to the contracting of the study "ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES",

With regard to article 1 a) of the Councillor of the Environment's Order of 16th July 1991 (DOG 1472, of 26th July), on delegation of functions.

On this day, and in the light of the information on record

I HAVE DECIDED

First.- To award the contract for the "ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES" to Mr Leo L. Verstandig, for the sum of EIGHTEEN MILLION (18,000,000) PESETAS, strictly subject to the Specifications for the Particular Administrative Clauses and the Specifications for the Technical Prescriptions governing this contract.

Second.- To request that the aforementioned awardee proceed to the formalization of the contract.

Barcelona, 30th March 1992.

By delegation

(Order of 16th July 1991,

DOGC number 1472)

Montserrat de Vehí i Torra

General Secretary

LEE L. VERSTANDIG, with passport number 012554537, issued in Washington D.C., on 24th March 1986, with domicile in Davis Street N.W. 20007 Washington D.C.

With regard to the final award of the contract "ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES" by the Department of the Environment of the Generalitat de Catalunya.

I HEREBY REQUEST,

That the final surety be made by means of a deduction of part of the charge to the amount of SEVEN HUNDRED AND TWENTY THOUSAND (720,000) PESETAS, which this Department will return to me on completion of the work as required.

Barcelona, 30th March 1992.

Lee L. Verstandig

DEPARTMENT OF THE ENVIRONMENT

GENERAL SECRETARIAT
CONTRACTS, HERITAGE AND EXPROPRIATIONS SERVICE

KEY: E.01.92.002
FILE:

CONTRACT FOR SPECIFIC AND PARTICULAR OCCASIONAL WORK WITH STAFF FOREIGN TO THE ADMINISTRATION SYSTEM: DIRECT AWARD

WORK DESIGNATION. TITLE:
ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES

SPECIFICATIONS FOR PARTICULAR ADMINISTRATIVE CLAUSES

REPORT OF THE LEGAL DEPARTMENT: 15.7.91
APPROVED BY ORDER: 16.7.91

DEPARTMENT OF THE ENVIRONMENT
GENERAL SECRETARIAT
CONTRACTS, HERITAGE AND EXPROPRIATIONS SERVICE
KEY: E.01.92.002

TABLE OF CHARACTERISTICS OF THE CONTRACT

A. AMOUNT OF THE CONTRACT

IN FIGURES	IN WORDS
18,000,000	EIGHTEEN MILLION PESETAS

B. ANNUAL PAYMENTS

YEAR	CHARGE GENERALITAT
1992	18,000,000

C. WORK ASSIGNED TO THE

CONTRACTS, HERITAGE AND EXPROPRIATIONS SERVICE

D. EXPIRY DATE

31st December 1992

E. FINAL SURETY

IN FIGURES	IN WORDS
720,000	SEVEN HUNDRED AND TWENTY THOUSAND PESETAS

F. AT THE DISPOSITION OF

DEPARTMENT OF THE ENVIRONMENT, GENERALITAT DE CATALUNYA

SPECIFICATIONS FOR THE PARTICULAR ADMINISTRATIVE CLAUSES GOVERNING THE ADMINISTRATIVE CONTRACTING OF STAFF FOR SPECIFIC AND PARTICULAR OCCASIONAL WORK

FIRST LEGAL REGULATIONS

1. The contract will have an administrative nature and will be governed by the Specifications for the Particular Administrative Clauses and by the rules of Decree 90/1985 of 1st April (DOG number 531) for the regulation of contracts for specific and particular occasional work, to the rules which the legislation of contracts of the State establishes for those of an administrative nature and, additionally, to the dispositions of the Decree 1005/1974, of 4th April, for anything that may apply.

2. Ignorance of any of the terms of the contract, of the attached documents, or of the instructions, rules or specifications of any kind drawn up by the Administration, which may apply in the fulfillment of the contract, will not exempt the contractor from the obligation of its fulfillment.

SECOND OBJECT OF THE CONTRACT

The object of this contract, and its technical and economic conditions, will be those mentioned in the table of characteristics of this specification and those of the technical prescription.

THIRD CONTRACTING CAPACITY

1. Anyone, whether Spanish or foreign, with full capacity to act and who does not incur in any of the causes of incompatibility

established by article 9 of the Law of Contracts of the State, is authorized to formalize this contract.

2. When the contract is made together with several persons, these will be mutually bound before the Administration, but only one of them will relate directly with the contracting organism and will receive the total remuneration, unless the table of technical and economical characteristics stipulates the individual participation of the members of the team.

FOURTH FORM OF AWARD

1. The contract object of this specification of conditions will be awarded by means of direct contract, whenever the circumstances are those foreseen for this kind of award in the legislation of contracts of the State.

2. When the nature of the contract justifies it, in order to promote proper competition, the contracting organism will have to consult at least three persons eligible for the fulfillment of the contract before making the award. The respective proposals will be reported by the administrative unit handling the matter and sent to the contracting organism for adjudication.

FIFTH PROPOSITIONS

1. To be eligible for the contract the interested persons will have to present the required documents before the office designated by the contracting organism.

2. The tender will be included in an envelope, and will have to conform to the conditions established in these specifications and in the specifications for technical conditions. Presentation of the proposal implies acceptance of the clauses of these specifications of conditions by the contractor, and the specific statement that the contractor fulfills all the conditions required to contract with the Administration.

3. In the dossier, or, if applicable, in the proposals, there must be a reference to the personal aptitude of the contractors.

4. The work will be supervised by the Projects Supervision Office, or if required, by the organism designated by the contracting organism.

SIXTH SURETY

The guarantee ensuring the fulfillment of the contracted work will be the one established in the table of characteristics of the contract. The way in which it is to be constituted and the value of the suroty will be governed by the conditions laid out in the legislation of contracts of the State, and as a deduction of a part of the total charge.

SEVENTH FORMALIZATION OF THE CONTRACT

1. The awardee is obliged to sign the document formalizing this contract within a term of thirty (30) working days from the date of the final award.

2. If it is not possible to formalize the contract for some cause attributable to the contractor, the Administration will proceed to terminate it, following an audience of the interested person and with the confiscation of the surety, should it have been constituted.

EIGHTH OBLIGATIONS OF THE CONTRACTOR

1. The contractor must deliver the work to which this contract applies on the agreed date and at the agreed place, according to the technical prescriptions and the administrative clauses governing this contract. Responsibility for delay will not require previous notification by the Administration.

2. The cost of announcing the invitation to tender which may take place will be the responsibility of the awardee.

3. The contractor is obliged to fulfil, under his sole responsibility, the current regulations on labour relations, social security and any others which may apply.

4. The contractor is responsible for the work undertaken by his collaborators.

5. The offers tendered by the bidders and the award budget will both include any taxes applicable to the fulfillment of the works and in particular VAT when the awardees are professionals. If any of the exemptions established in article 6.1 of the VAT apply it will not be included.

NINTH METHOD OF PAYMENT

1. Payment for the work covered by the contract will be made with the previous certification of the corresponding Department Head and, if required, an audit guaranteeing that the work has been correctly carried out. The corresponding taxes will be deducted from the total cost.

2. Payment will be made on delivery of an invoice or bill in triplicate.

3. The contractor will not be able to charge the Administration with any kind of tax, duty or levy.

4. The present contract does not include any clause of revision of the charge.

TENTH EXPIRY DATE OF THE CONTRACT

1. The period of completion of this contract is established in the table of characteristics of these specifications and will commence on notification of the awarding of this contract, and can not be more than one year. Nevertheless, the contract can be modified or extended by agreement between the two parties before the expiry date is over.

2. Should there be any delay in the completion of the contract for any reason not attributable to the contractor and he offers to carry out his commitments by means of an extension of the terms, the contracting organism may concede this extension for

a term equivalent to the time lost, without affecting the contractor's right to request a shorter term.

ELEVENTH PREROGATIVES OF THE ADMINISTRATION

1. The Administration has the right to supervise the study or work; to interpret the terms agreed; to modify the prestation at its own convenience, and to suspend execution for reasons of public benefit, indemnifying the contractor, if applicable, for any damage that may have been occasioned, in the terms established in the legislation of contracts of the State.

2. If the object of the contract is a publication, the Generalitat has the exclusive rights for the first edition. If necessary, the number of copies will be established in the specifications for particular technical conditions.

TWELFTH PERMITS

The work covered by the present contract will have to be cleared by the relevant professional association when so established by the regulations directly applicable or by the Statutes and Rules of the professional association.

THIRTEENTH CAUSES FOR THE TERMINATION OF THE CONTRACT

The contract will be terminated for the reasons established in the legislation of contracts of the State.

FOURTEENTH SUBMISSION TO THE LITIGIOUS JURISDICTION

The contractor submits to the decisions of the administrative authorities and the Litigious-Administrative Jurisdiction for the

litigious matters arising from the interpretation, modification, resolution and effects of this contract.

Barcelona, 14th February 1992

I declare that the present specifications correspond with the standard model approved by Order of the Councillor on 16th July 1991, with the respective report of the legal service of the same date.

Barcelona, 14th February 1992

HEAD OF THE CONTRACTS,

HERITAGE AND EXPROPRIATIONS SERVICE

SPECIFICATIONS FOR TECHNICAL PRESCRIPTIONS GOVERNING THE CONTRACTING OF THE ASSISTANCE AND SUPPORT SERVICES ON OCCASIONAL ISSUES

1. Object.-

The object of this document is to establish the characteristics and conditions for advising the Department on certain environmental issues that will be listed later.

2. Contents.-

The awardee will work directly with the Councillor's Cabinet in the fulfillment of the following activities:

2.1 Activities relating to the Barcelona Olympic Games

The awardee will travel to the different sites at which the Games are being held and where events connected with the Games are being held, to assess the possible effects of these events on the environment. All this work will be carried out in time for the Department to adopt or, if necessary, propose the adoption of suitable measures.

The awardee will also study and propose an environmental education campaign on the occasion of the Olympic Games, which will include a campaign publicizing the department's actions.

2.2 Relationships with the E.P.A. of the United States.

In view of the long history of this Agency, the first governmental organization to have competence in

environmental issues, we feel it is very important to keep in touch with it so as to contrast experiences and benefit from the knowledge built up during these years of performance in an industrialized country with considerable pressure from different social groups.

2.3 Assistance to the Department

The awardee will give assistance and assessment when required on all those occasional issues raised by the Department of the Environment.

2.4 Education Campaigns

The different public administrations worldwide which have carried out actions of environmental education and diffusion have seen the importance and the difficulties involved in the realization of such actions aimed at young people. We therefore consider that it is very important that we have the assistance of somebody with a direct knowledge of the experience and formulations of the American Administration in this field. We also consider that it is very important to take advantage of these experiences so as to show the general public how different environmental problems are affecting them.

2.5 Internal organization and legislation.

The awardee will collaborate with the Department in the work of internal organization and in the elaboration of the Department's own legislation, assessing the proposals and

solutions from the point of view of those adopted by the American Administration.

2.6 Other organizations

He will collaborate and assist the Department in the development of relationships with other Communities in the European sphere and in relation with the different environmental organizations which have been constituted worldwide.

3. Travel, accommodation and other expenses

The Department of the Environment will pay the travelling (round trip) and accommodation expenses arising from the fulfillment of this contract.

Similarly, the Department of the Environment will cover all the awardee's expenses incurred in the fulfillment of this work, such as translations, telephone calls, telefax, etc.

4. Confidentiality

The results of the study and the reports carried out will be the property of the Generalitat de Catalunya, and the awardee may at no time transfer them to third persons or publicize them.

Should the awardee assess or give support to third persons with whom there could be a conflict of interests, the awardee may only intervene to solve them with the agreement of both parties.

The awardee and his collaborators are obliged to comply with the current legislation of the United States of America and its rules and standards; in particular they will have to comply with the Foreign Agents Registration Act and the Federal Regulation Lobbying Act.

HEAD OF THE CONTRACTS, HERITAGE AND EXPROPRIATIONS SERVICE

Josep Martí i Pacho

Barcelona, 14th February 1992