

Permanent Process of Area Allocations

Declaration and Commitment relative to Inabilities, Incompatibilities and Prohibitions, and other Circumstances

Foreign Legal Entities

Bogota, D.C.,(or City)____(day) of _____ (month) of 20__ (date of preparation)

The undersigned, (*full name*) identified with (*pertinent document*) issued in(*place*), acting in his capacity as Legal Representative (*Authorized Representative or Mandatary*) of (*Denomination or Corporate Name*), through the subscription to this document, under oath, which is understood as provided with the signature of its text:

Hereby represents:

- That the Legal Person represented has not been subject to declaration of State contract expiration for causes attributable to the Contractor's responsibility and diligence, pursuant to articles 18 of Law 80 of 1993 and 66 of Agreement 2 of 2017, nor has it been revoked an award decision on such Contracts for having proved that these were obtained through illegal means, pursuant to articles 9 of Law 150 of 2007 and 38 and 52 of Agreement 2 of 2017, in all events through a firm administrative act, during five (5) years preceding the presentation of this Form.
- That neither the Legal Person represented, nor its partners (*except for open corporations or those listed in Stock Exchanges*), administrators, representative or proxy, are involved in causes of inability, incompatibility or conflicts of interest to contract with the ANH, in accordance with the Political Constitution and the Law.

(The disabilities, incompatibilities, prohibitions and conflicts of interest are aimed at an objective, impartial contractual management; therefore, after the existence of one of these circumstances, prior or subsequent, has been identified or declared, the **ANH** must verify the factual assumptions making it up for law purposes).

(The regime of incompatibilities, inabilities, prohibitions and conflicts of interest is that provided for in the Political Constitution, laws 80 of 1993, 734 of 2002, 1474 of 2011, and other norms of the same hierarchy that regulate the matter, as well as in those that modify, add to, substitute or supplement them).

(In dealing with conflicts of interest, actions taken will be in accordance with the law, in particular, article 40 of Law 734 of 2002 and the Mission Contracting Manual of the **ANH**,

adopted by Agreement 1 of 2009, of the Steering Council, or norms that modify or add to it).

- That, in the event of occurrence of any of the aforementioned causes of Incompatibility, Inability, Prohibition or Conflict of Interest, it formally and irrevocably undertakes to report them immediately to the ANH, as well as to waive its Proposals or Counterproposals, or to assign the legal business entered into or its participation therein, with express prior, written authorization of the ANH, or to terminate them by mutual agreement.
- That the Legal Person represented is NOT involved in a judiciary winding up process or similar circumstance according to the law of the country of origin, such as bankruptcy, voluntary or forced liquidation and, in general, any process or situation that would result in the extinction of the legal person, nor does it have pending litigation, jurisdictional processes underway, nor is it involved in other situation or contingency that could materially compromise the timely, effective and efficient fulfillment of the services, obligations and commitments derived from the request for Qualification, the filing of a Proposal or Counterproposal, or the entering into, performance or settlement of the legal business(es) that could be awarded to it in furtherance of this Selection Procedure. *(Otherwise, the statement must specify in detail such litigation, processes, circumstances and situations, indicating their nature, concept, amount, current status, risks and provisions.)*

(In the event of pending litigation, ongoing judicial proceedings or other similar situation or contingency, which may materially compromise the fulfillment of services, obligations and commitments derived from the request for Qualification, the filing of the Proposal or Counterproposal, and the entering into, performance, termination and settlement of the Contract(s) executed in furtherance of this Procedure, the ANH reserves the right to verify the sufficiency of the provisions and/or guarantees established to support its materialization, and/or demand additional guarantee).

- That it formally undertakes that the legal person that it represents will establish a branch in Colombia or extend the object and valid term of the existing one, if applicable, in the case of interested foreign legal entities not domiciled in the country, as well as to timely fulfill all the obligations of such branches, in the event of allocation or award of the proposed Contract(s).
- That it undertakes to designate a proxy in Colombia, domiciled in the national territory, with the capacity of representing it judicially and extra-judicially in this country, with the necessary attributions, in compliance with law requirements and until the establishment of the branch, in the event of award of an Area or Areas. (In dealing with a foreign corporation without domicile or branch in the country)

(Full name)
(Identification Number)
(Capacity for signing)
(Name of the Represented Legal Person)