In accordance with the conditions established in the electronic contract of the Electronic Public Procurement System - SECOP II, the following clauses are attached, which are an integral part of it:

FIRST. OBJECT. It is established in the previous studies and in the electronic contract in the Electronic Public Procurement System - SECOP II - Information part of the "Description" process.

SECOND. SCOPE OF THE OBJECT. For the development of the object of the electronic contract, the CONTRACTOR undertakes to comply with it, in accordance with all the conditions established in the previous studies, analysis of the sector, electronic contract and other documents published in the Electronic Public Procurement System - SECOP II, which are an integral part of the contract.

THIRD. VALUE. The value is that established in the electronic contract of the Electronic Public Procurement System - SECOP II.

FOURTH. BUDGETARY IMPUTATION - SUBJECTION OF PAYMENTS TO BUDGET APPROPRIATION. The **INSTITUTE** will pay the expense caused by the electronic contract with the budgetary availability of the budget for the fiscal period two thousand and twenty (2020) in accordance with the provisions on budget harmonization that have been adopted by the INSTITUTE and that for all purposes the data are listed in "CONFIGURATION" and "PROCESS DOCUMENTS" and in "BUDGET INFORMATION" of the contract in the Electronic Public Procurement System - SECOP II.

FIFTH. WAY TO PAY. The National Institute of Legal Medicine and Forensic Sciences will pay to the **CONTRACTOR**, in accordance with what is established in the previous studies and in the electronic contract of the Electronic Public Procurement System - SECOP II.

SIXTH. TERM. The execution period is that established in the previous studies and in the electronic contract of the Electronic Public Procurement System - SECOP II.

SEVENTH. PLACE OF EXECUTION. The object of the contract will be carried out in accordance with the provisions of the previous studies and the electronic contract of the Electronic Public Procurement System - SECOP II.

EIGHTH. GUARANTEE. Not Applicable for this Contract.

NINTH. CONTRACTOR'S OBLIGATIONS. The **GENERAL OBLIGATIONS** and the **SPECIFIC OBLIGATIONS of the CONTRACTOR** are those established in the previous study, analysis of the sector and in the electronic contract. The **CONTRACTOR** undertakes to comply with all those obligations derived from the aforementioned documents, and which by their nature are considered essential for their correct execution.

TENTH. OBLIGATIONS OF THE INSTITUTE. The **INSTITUTE** undertakes to comply with the obligations established in the previous study and in the electronic contract.

ELEVENTH. SUPERVISION. Supervision will be exercised by the person (s) indicated in the previous study or by whoever takes their place or by whoever is appointed by the Entity's Expense Officer. Likewise, the supervision will sign the final certificate of receipt to satisfaction for payment and the liquidation certificate, in turn will generate the communications that are necessary during the execution of the contract and will coordinate all aspects related to the development of the contract and will promptly inform any anomaly to the respective instances (the previous activities described will be carried out only by the lead supervision in case it has been appointed). The supervision of the contract, in accordance with the provisions of Article 83 of Law 1474 of 2011, in harmony with the provisions of the DG-A-I-42 Instructions, will ensure that the **CONTRACTOR** complies with the obligations related to the execution of the contract and especially with the function of certifying the fulfillment or not of the object thereof, for the respective payment and will have the obligation to communicate in writing in a timely manner any irregularity that occurs in its execution, to the General Secretariat and copy to the National Contract Management Group in compliance with the Instructions DG-A-I-42 Supervision of Contracts adopted by the **INSTITUTE**. Said supervision must comply with the following actions, among others: **1)** Verify full compliance by the **CONTRACTOR** of the object and the obligations contained in the contract. **2)** Receive the services that are the object of the contract in accordance with the technical specifications. **3)** Sign the receipt to the satisfaction of the services object of the contract in accordance with the technical specifications. **4)** Inform in writing to the Expense Organizer with a copy to the National Contract Management Group of all the acts and facts constituting non-compliance by the **CONTRACTOR**, and in general, report to them of all the actions thereof constituting a sanction or penalty fee. **5)** Deliver in writing their observations, recommendations or suggestions, framed within the terms of the contract, and whenever they are pertinent in relation to the correct execution of the same. **6)** Request modifications to the contract when the service conditions require it. **7)** Certify regarding the **CONTRACTOR's** compliance, a document that constitutes a prerequisite for the payment that the **INSTITUTE** must make. **8)** Suggest, if necessary, the temporary suspension of the contract, for reasons of force majeure or fortuitous

event. **9)** Identify the eventualities that may affect the **CONTRACTOR's** work in order to correct them. Provide in writing to the **CONTRACTOR**, the instructions regarding the application of instruments for the development of supervision **10)** Prepare evaluation reports and / or supervision minutes, regarding the execution of the contract, as well as document the reasons for non-compliance incurred the **CONTRACTOR** so that the **INSTITUTE** adopts the pertinent measures based on what is established therein. **11)** Follow up on the organization, uploading and filing of the documents related to the contract in the Electronic Public Procurement System - SECOP II and the supervision under its responsibility. **12)** Promote the conciliation of conflicts between the parties in the event that they arise. **13)** Participate in the settlement of the contract, if applicable. **14)** The other attributions that are contemplated in the contract documents and in the Law or that are assigned by the Expense Authorizing Officer. **FIRST PARAGRAPH:** The supervisor will not be empowered, at any time, to adopt decisions that imply the modification of the terms and conditions provided in this contract, which may only be adopted by the parties, by signing modifications to the contract. **SECOND PARAGRAPH:** The supervisor will have the obligation to warn about possible breaches by the **CONTRACTOR** in the execution to the Expense Organizer. Likewise, report on the need for modifications or additions, eight (8) days prior to the expiration of the same. **THIRD PARAGRAPH:** In the event of a supervisor change, it will not be necessary to modify this contract and the appointment will be made by written communication from the **INSTITUTE's** Expense Authorizing Officer. **FOURTH PARAGRAPH:** For the purposes of payments made during the execution of the contract, the approval of the supervisor is required.

TWELFTH. TEMPORARY SUSPENSION OF THE CONTRACT. Due to circumstances of force majeure, fortuitous event or by common agreement when the contracting parties consider it pertinent, they may temporarily suspend the execution of this contract, by signing an Amendment in which the event is recorded, without for the purposes of the term of duration of the contract the time of suspension is computed. **FIRST PARAGRAPH.** Force majeure or unforeseeable circumstances are understood to be the situations contemplated and defined in the Law. **SECOND PARAGRAPH.** The **INSTITUTE** will not compensate the damages and losses suffered by the **CONTRACTOR** as a result of force majeure or a duly proven fortuitous event.

THIRTEENTH. ASSIGNMENT. In accordance with the provisions of Subsection 3 of Article 41 of Law 80 of 1993, the **CONTRACTOR** may not assign to any natural or legal person, the rights and obligations arising from the contract, without prior express authorization in writing by the **INSTITUTE**. **PARAGRAPH: SUBCONTRACTING.** In all cases, the **CONTRACTOR** is solely responsible for the execution of subcontracts and the Entity does not acquire any link with the subcontractors.

FOURTEENTH. MODIFICATION. The contract may be modified by mutual agreement between the parties through Amendment, which will become an integral part of the electronic contract.

FIFTEENTH. EXCLUSION FROM THE EMPLOYMENT RELATIONSHIP. The **CONTRACTOR** undertakes to develop the contractual object with technical and administrative autonomy and at its own risk and responsibility under its sole responsibility. Therefore, the electronic contract does not generate any labor link between the **CONTRACTOR** and the **INSTITUTE**, nor the latter in relation to the people employed by the **CONTRACTOR** for the execution thereof. The contract in no case will cause the payment of social benefits and others inherent to social security in favor of the **CONTRACTOR**.

SIXTEENTH. CAUSES OF TERMINATION. This contract will be terminated in any of the following events: **a)** By mutual agreement of the parties, provided that this does not cause damage to the Entity. The early termination of the contract will be recorded in an amendment signed by the parties. **b)** For the fulfillment of the contractual object. **c)** Due to exhaustion of the assigned budget, when applicable. **d)** Due to expiration of the term without an extension having been signed. **e)** Due to force majeure or unforeseeable circumstances that make it impossible to continue its execution. **PARAGRAPH:** In the termination events indicated in literal **a)** and **e)**, the contract will be settled and the payment will be made.

SEVENTEENTH. EXERCISE OF RIGHTS. The delay or omission on the part of the **INSTITUTE** in the exercise of the rights and actions that arise in its favor due to delay or breach of the obligations contracted by the **CONTRACTOR**, may not be interpreted as a waiver of the **INSTITUTE** to exercise them or as acceptance of the circumstances that led to delay or breach by the **CONTRACTOR**.

EIGHTEENTH. CONTRACT DOCUMENTS. All documents that are published in the Electronic Public Procurement System - SECOP II, determine, regulate, complement and make an integral part of this electronic contract and are binding on the **INSTITUTE** and the **CONTRACTOR**. Likewise, the other documents signed by the parties, during the term or execution of the contract, will be an integral part.

NINETEENTH. CONTRACTUAL ADDRESS, ADDRESS FOR NOTIFICATIONS AND ELECTRONIC NOTIFICATION. For all legal purposes of the electronic contract, the city of Bogotá D.C. will be the contractual address. **FIRST PARAGRAPH. ADDRESS FOR NOTIFICATIONS:** For notification purposes **THE INSTITUTE**, has its address at Calle 7A # 12A-51 in Bogotá D.C. and for the purposes of notification to the **CONTRACTOR**, it will be the correspondence address registered in the data and documents published on the SECOP II platform. **SECOND PARAGRAPH. ELECTRONIC NOTIFICATION:** The electronic

notification is accepted by the parties with the signing of this contract, in compliance with the provisions of Article 56 of the Code of Administrative Procedure and Administrative Contention. The notices, requests, communications and notifications that the **INSTITUTE** must make to the **CONTRACTOR**, in the development of this contract, will be made to the email registered in the documents registered in the SECOP, which are an integral part of the contract.

TWENTIETH. COPYRIGHT. The **INSTITUTE** knows and accepts that the patrimonial rights of the author are and will belong at all times to the **CONTRACTOR**, who is the manager and developer of the same, applying the criteria of independence for their execution, that is, without detailed plans or provided by the same contracting party, if applicable.

The parties know, understand and accept each and every one of the stipulations contained in the electronic contract and other documents that comprise it, for proof of this it is approved with the electronic signature of the parties in the Electronic Public Procurement System - SECOP II.