

	Luis Muñoz Marín International Airport (SJU)	Page 1 of 6	
	ADDITIONAL TERMS AND CONDITIONS	Version 4/2022	Rev. April 7, 2022

Provider must comply with the obligations stated herein. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

I. Compliance with Laws, Rules and Regulations: The Provider will, at all times, obey and comply, at its own cost and expense, with any and all applicable laws and regulations of the Commonwealth of Puerto Rico, federal laws and regulations, municipal ordinances, Federal Aviation Administration (“FAA”) and the Transportation Security Administration (“TSA”) regulations and statutes, any other law referred to in this document, any judicial or administrative court order, any other statute, regulation, interpretation, ordinance, rule, mandate and/or code established by any governmental entity, now existing or later in effect, in relation to the services, occupation and/or operation covered by the Agreement. The Provider must also comply with any and all of the regulations, standards, guidance and/or orders, among others, issued by Aerostar Airport Holdings, LLC (“Aerostar”) from time to time, as pertaining to the Agreement.

The obligations of the Provider in complying with the provisions of this document, will be subject to applicable laws, regulation and/or judicial disposition, provided that the same is in force and only to the extent required thereunder, as the same may be amended from time to time.

The Provider must notify Aerostar within seven (7) days after having received a notification from a governmental entity stating that the Provider has or may have violated any of the previously mentioned laws or provisions. The Provider shall pay or reimburse Aerostar any imposed fine or penalty to Aerostar in relation to the Provider’s non-compliance as stipulated in this document.

II. Non-Discrimination Laws:

- a) The Provider is under the obligation to comply with all of the anti-discrimination laws, including: (i) the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. (1981); (ii) the Civil Rights Act of 1991, P.L. 102-166; (iii) Executive Order Number 11246, 30 Fed. Reg. 12,319 (1965), published in 42 U.S.C. § 2000 (e) note, as amended by the Executive Order Number 11375, 32 Fed. Reg. 14,303 (1967) and by the Executive Order Number 12086, 43 Fed. Reg. 46,501 (1978); (iv) the Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); (v) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34 (1967); (vi) the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); (vii) the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq. (1990); (viii) Law No. 100 of the Commonwealth of Puerto Rico’s Legislature adopted in June of 1959, 29 P.R. Ann Laws. § 146 et seq., as amended (“Act 100”); (ix) Law No. 17 of the Commonwealth of Puerto Rico’s Legislature, adopted on April 22 of 1988, 29 P.R. Ann Laws. § 155 et seq., as amended (“Act 17”); and (x) Law No. 69 of the Commonwealth of Puerto Rico’s Legislature, adopted on June 6 of 1985, 29 P.R. Ann Laws. § 1321 et seq., as amended (“Act 29”).
- b) According to federal regulations enacted under the “Americans with Disabilities Act”, 28 C.F.R. § 35.101 et seq., the Provider must ensure that no individual with disabilities is excluded from participating in any promulgated activity under the Agreement using individual’s disability as base for the exclusion. The Provider will comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and any other promulgated regulation under the Article II of the Americans with Disabilities Act, which may be applicable to the benefit, services, programs, and/or offered activities by Aerostar through contractors. The Provider will be held responsible of and agrees to compensate, indemnify and hold harmless Aerostar from all damages, expenses, costs, honorariums and lawyers’ fees, lawsuits, and/or any type of judicial action that is taken against Aerostar as a result of the lack of compliance with this section b.
- c) The Agreement is subject to the requirements of the United States Department of Transportation’s regulations, 49 CFR Part 23. The Provider agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

The Provider agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.

- d) The Provider shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Provider shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Aerostar’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the Agreement.

	Luis Muñoz Marín International Airport (SJU)	Page 2 of 6	
	ADDITIONAL TERMS AND CONDITIONS	Version 4/2022	Rev. April 7, 2022

The Provider, its sub recipient or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Provider or its subcontractors to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Aerostar deems appropriate.

- e) The Provider agrees to comply with any and all applicable local, state or federal regulations, statutes or ordinances.

III. Commonwealth Non-Discrimination / Sexual Harassment Clause: As provided by Act 100, Act 17 and Act 29, the Provider agrees to the following terms:

- a) In hiring employees to offer services or any other required activity under the Agreement or any other subcontract, the Provider, any contractor of the Provider or anyone that acts in representation of the Provider, may not discriminate against any person that is available and qualified to perform the necessary functions that the job requires because of race, religion, skin color, nationality or sex.
- b) The Provider, any contractor of the Provider or anyone that acts in representation of the Provider, cannot, for reasons of race, religion, skin color, nationality or sex, intimidate or discriminate against any employee related to activities or services to be provided under the Agreement.
- c) The Provider and any contractor of the Provider must establish and maintain a written sexual harassment policy and inform all employees of this policy. The policy must contain a notice that sexual harassment will not be tolerated and that any employee who participates in sexual harassment activities shall be disciplined.
- d) The Provider cannot, for reasons of race, religion, skin color, nationality, or sex, intimidate or discriminate against any employee in relation to activities or services to be provided under the Agreement.
- e) The Provider must include all of the provisions of this document in all subcontracts, in doing so, obligating all the Provider's contractors to comply.
- f) If the Provider violates any of the terms or conditions of this document, Aerostar may terminate the Agreement and Provider agrees to indemnify and hold harmless Aerostar from all losses, demands, suits and claims brought up by any party, against Aerostar, as a result of Provider's failure to comply with the provisions of this Section.

IV. Tax Certificates and Compliance:

- a) The Provider, for itself, and each of its equity participants (if Provider is a partnership under the New P.R. Revenue Code) certify and guarantee that at the moment the Agreement was signed, all tax returns for the previous five (5) years to the Agreement were submitted and that, to the best of its knowledge, (i) no taxes are owed to the Commonwealth of Puerto Rico or to the of Municipal Revenue Collection Center ("CRIM", for its Spanish acronym) or (ii) is under a payment plan with set terms and conditions which are being fulfilled.
- b) The Provider and its equity partners (if the Provider is a partnership under the New P.R. Revenue Code) must provide the following certifications to Aerostar prior to the signing of the Agreement:
 - (i) Certificate of tax returns filed for the last five (5) years, issued by the Puerto Rico Department of Treasury ("*Departamento de Hacienda*");
 - (ii) A negative debt certificate or a payment plan and compliance therewith, issued by the Puerto Rico Department of Treasury;
 - (iii) A negative debt certificate, or a payment plan and compliance therewith, with respect to real and personal property taxes issued by the CRIM;
 - (iv) A certificate of no debt, or a payment plan and compliance therewith, for unemployment insurance, temporary disability (workmen's compensation) and chauffeur's social security issued by the Department of Labor and Human Resources; and,
 - (v) A negative debt certificate issued by the State Insurance Fund.
- c) All of Provider's sub-contractors, permitted by Aerostar, if any, must also comply with the aforementioned certification requirements.

	Luis Muñoz Marín International Airport (SJU)	Page 3 of 6	
	ADDITIONAL TERMS AND CONDITIONS	Version 4/2022	Rev. April 7, 2022

d) The Provider will be responsible of requiring the same certifications from all its sub-contractors, permitted by Aerostar, if any, and notify Aerostar of the compliance up to date. This requirement will be continued throughout the duration of the Agreement.

V. **Non-Collusion and Acceptance:** The Provider, under penalty of perjury, declares to its best knowledge that no representative of the Provider, directly or indirectly, offered or agreed, to enter into a conspiracy to receive or pay any amount of money or any other consideration in regards to the execution of the Agreement besides the ones that are expressly incorporated in the Agreement.

VI. **Local good and Services:** Pursuant to Article 10 of Act No. 14 of the Legislative Assembly of Puerto Rico, enacted on January 8, 2004, 3 P.R. Laws Ann. § 930 et seq., Provider shall use, to the greatest extent possible and as permitted by applicable law, goods that are extracted, produced, assembled, packaged, bottled and/or distributed in Puerto Rico by the corporations that operate in Puerto Rico or distributed by agents established in Puerto Rico.

VII. **Integrity:**

- a) The Provider must maintain the highest standards of integrity in the performance of the Agreement and will not act in violation of state or federal laws. The Provider certifies that it does not represent particular interests in cases or issues that may imply a conflict of interests or of public policy between Aerostar and the interests it represents.
- b) The Provider covenants and agrees to not disclose, divulge or use, for its own or a third party's benefit, any information, confidential or otherwise acquired, learned or otherwise developed during the course of the contractual arrangements with Aerostar, except if such disclosure is: (i) authorized in writing by Aerostar; ii) required by law; or iii) ordered by a competent court, or Puerto Rico or Federal governmental body or entity with jurisdiction in the course of a litigation or administrative proceeding relating to Aerostar; provided, however, that the Provider shall give Aerostar prompt notice prior to such disclosure to allow Aerostar to undertake reasonable efforts to obtain a protective order or otherwise protect the confidentiality of such information.
- c) The Provider covenants and agrees that any Confidential Information disclosed or shared is under strict confidentiality. The Provider shall use reasonable care, but in no event less care than a reasonable businessperson uses to safeguard and protect its own confidential information, to protect the Confidential Information. Except as otherwise specifically provided in this Agreement, the Provider shall not: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from Aerostar; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.
- d) The Provider acknowledges and accepts that any unauthorized use or disclosure of Aerostar's Confidential Information is likely to cause injury not readily measurable in monetary damages and therefore irreparable to Aerostar. Therefore, the Provider acknowledges and accepts that if the Provider breaches any of its obligations with respect to confidentiality and unauthorized use of the Confidential Information hereunder, Aerostar shall be entitled, without waiving any other rights or remedies, to equitable relief to protect its interest therein, including but not limited to, injunctive relief without the necessity of posting bond, as well as money damages notwithstanding anything to the contrary contained herein.
- e) Notwithstanding the duration of the Agreement, the obligations set forth in this section will: (i) apply to any Confidential Information disclosed to the Provider before and/or after the execution of the Agreement, and (ii) be maintained until such time as said information shall become available to the general public without restriction, not as a result of any action or omission of the Provider, its affiliates, officers, directors, shareholders, trustees, employees, contractors, subcontractors, and/or agents.
- f) For the purpose of this Agreement "Confidential Information" means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. "Confidential Information" includes, without limiting the generality of the foregoing, the terms of this Agreement, and information: (i) relating to Aerostar's business or operations, including but not limited to technical data, know-how, systems, corporate structuring, trade secrets, access passwords, policies, rules, manuals, list of suppliers, fees and clients; (ii) concerning persons or entities who obtain products or services from Aerostar; or (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.

- g) The Provider will not, in regards to the Agreement, or any other agreement with Aerostar, directly or indirectly, offer, grant or accept any monetary benefit as compensation for the decision, opinion, recommendation, vote or any other exercise of the discretion or violation of a legal right of any director, functionary, member or employee of Aerostar.
- h) The Provider will not, in regards to the Agreement or any other agreement with Aerostar, directly or indirectly offer, give, or promise any gratuity for the benefit or under the directive or application of any Aerostar director, officer, member or employee. For the purpose of this document, “gratuity” refers to any payment that surpasses the nominal monetary value in the form of capital or cash, paid travel, entertainment, gifts, food, lodging, loans, subscriptions, cash advances, money deposits, services, employment, or contracts of any kind.
- i) The Provider will not accept or agree to accept from, or give or agree to give any Aerostar director, officer, member or employee, any sort of bonus, from any person, in regards to the Agreement that is intended by the provider of said bonus to be an important incentive to sign the Agreement or any other agreement.
- j) The Provider, upon receiving information that any of the provisions of this document has been or could be violated, shall immediately notify Aerostar in writing.
- k) The Provider, through the execution of the Agreement and any request of indemnification within the Agreement, certifies and declares that it has not violated any of the provisions of this document.
- l) The Provider certifies that no public official, employee of the Puerto Rico Ports Authority, employee of Aerostar, nor any member of their family (whichever be appropriate), has a direct or indirect personal or monetary interest in the Agreement.
- m) The Provider certifies that it does not receive any sort of payment or compensation for services rendered under the nomination of any agency, body, public corporation, municipality or any corresponding public instrumentality.
- n) If the Provider violates any of the provisions of this document, Aerostar could terminate the Agreement and any other agreement with the Provider and could also exclude and suspend the Provider from any further business with Aerostar.

These rights and claims are cumulative, and the use or lack of use of any of them will not become an obstacle for the overall use of claims established in the Agreement or any other legal claim or anything of any other nature available to Aerostar under the Agreement. These rights and claims are in addition to those available to Aerostar by law, statute, rule, or any other norm.

VIII. Tax Liabilities: The Provider shall inform Aerostar if, at any point during the term of the Agreement, it defaults on the payment of taxes imposed by any government agency or the Commonwealth of Puerto Rico.

IX. Sub-contracts: As permitted by applicable law, the Provider must include the provisions of this document in all subcontract, if any, and/or any contract of services or suppliers related to the Agreement, in such a way that the provisions of this document be mandatory for the Provider’s contractors.

X. Governmental Contractor Code of Ethics: Provider must comply with the requirements of the Code of Ethics for Contractor, Suppliers and Solicitors of Economic Incentives from Executive Agencies of the Commonwealth of Puerto Rico pursuant to Title III of Act No. 2-2018.

XI. Duty to inform Criminal Investigations: The Provider shall inform Aerostar if, at any moment during the term of the Agreement, it becomes the object of an investigation of penal nature related to any act of corruption, or any act related to public funds, public faith, a public function, or expenses related to public funds or goods.

XII. Practice of Engineering, Architecture and Other Professions in the Commonwealth of Puerto Rico: To the extent that the performance of any of the services described in the Agreement involves the performance of architectural, engineering, land surveying, and landscape architecture services governed by Act No. 173 of the Legislative Assembly of Puerto Rico, enacted on August 12, 1988, 20 P.R. Laws Ann. § 711 et seq., as amended, then (a) the Provider shall comply (and shall require its subcontractors or agents, if any, to comply) with such Act No. 173 and (b) the Provider shall monitor compliance by its subcontractors and agents with such Act No. 173.

XIII. General Civil Rights Provisions: The Provider agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be

excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Provider transfers its obligation to another, the transferee is obligated in the same manner as the Provider.

This provision obligates the Provider for the period during which the property is owned, used or possessed by the Provider and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

XIV. Compliance with Nondiscrimination Requirements: During the performance of the Agreement, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

XV. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

- A. The Provider for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Provider will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.
- B. In the event of breach of any of the above nondiscrimination covenants, Aerostar will have the right to terminate the Agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if the Agreement had never been made or issued.

	Luis Muñoz Marín International Airport (SJU)	Page 6 of 6	
	ADDITIONAL TERMS AND CONDITIONS	Version 4/2022	Rev. April 7, 2022

XVI. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of the Agreement, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).