

DOCUMENT 1

CONTRATO DE ARRENDAMIENTO DE SERVICIOS PROFESIONALES

En Madrid a veinticinco de febrero de 2010.



Médiateur européen

- 6 MAI 2013

REUNIDOS

De una parte

Date d'arrivée

De otra parte **DONA BENITA FERRERO-WALDNER,**

INTERVIENEN

CORPORACION TECNOLOGICA, S.A., con domicilio social

GAMESA

GAMESA).

en adelante

Sociedad, actuando en ejecución del acuerdo del citado órgano de administración, adoptado en su sesión de 7 de octubre de 2009.

DONA BENITA FERRERO-WALDNER, en nombre y derecho propios (en adelante BFW).

Ambas partes reconociéndose capacidad y legitimación para contratar y obligarse, según intervienen,

EXPONEN

ESTIPULACIONES

Primera.- Objeto del contrato de arrendamiento de servicios.

Segunda.-Duración del contrato.

10. 11. 1991

Sexta.-Confidencialidad.

Séptima.-Exclusividad.

Octava.- Único contrato.

Novena.-Naturaleza del contrato. Legislación aplicable.

Décima.- Jurisdicción.

**GAMESA CORPORACION
TECNOLÓGICA S.A**

BENITA FERRERO-WALDNER

Fdo,

Fdo.

A. Ferrero Waldner

DOCUMENT 2

From: Benita Ferrero-Waldner [[mailto:](#)]
Sent: Monday, July 15, 2013 6:00 PM
To: DAY Catherine (SG)
Subject: Fwd: Ares(2013)2616070 - re Contract with Gamesa

Dear Secretary General,

I confirm receipt of your letter sent to me by e-mail on July 9 with regards to a request forwarded to you by the Ombudsman.

Before looking into the matter, I would like to ask you to please send me a copy of the contract that was mentioned in the letter as attached, but was never sent to me.

I have been waiting to receive an original letter that might have been sent by normal mail, but I did not receive any.

Therefore please let me have the copy of the contract by e-mail which will give me the chance to verify and answer in details.

Best regards

Benita Ferrero- Waldner

I have been waiting to receive an original letter that might have been sent by normal mail, but I did not receive any.

Therefore please let me have the copy of the contract by e-mail which will give me the chance to verify and answer in details.

Best regards

Benita Ferrero- Waldner

----- Forwarded message -----

From: **EC ARES NOREPLY** <DIGIT-NOREPLYARES@ec.europa.eu>

Date: 2013/7/9

Subject: Ares(2013)2616070 - re Contract with Gamesa

To: "FERRERO - WADNER Benita

Veillez trouver ci-joint le document Ares(2013)2616070 concernant "re Contract with Gamesa" envoyé par M/Mme DAY Catherine le 09/07/2013.

Please find attached document Ares(2013)2616070 concerning "re Contract with Gamesa" sent by Mr/Ms DAY Catherine on 09/07/2013.

Note: This e-mail was automatically generated by the European Commission's central mail registration system.

Replies by e-mail must be addressed to the original sender DAY Catherine (<mailto:Catherine.Day@ec.europa.eu>).

Remarque : Cet e-mail a été généré automatiquement par le système d'enregistrement central du courrier de la Commission européenne.

Toute réponse éventuelle par e-mail doit être adressée à l'expéditeur en personne, à savoir DAY Catherine (<mailto:Catherine.Day@ec.europa.eu>).

CONTRATO DE ARRENDAMIENTO DE SERVICIOS PROFESIONALES

En Madrid a veinticinco de febrero de 2010.



Médiateur européen

- 6 MAI 2013

REUNIDOS

De una parte

Date d'arrivée

De otra parte **DONA BENITA FERRERO-WALDNER,**

INTERVIENEN

ción de la
GAMESA

CORPORACION TECNOLOGICA, S.A.,

Sociedad, actuando en ejecución del acuerdo del citado órgano de administración, adoptado en su sesión de 7 de octubre de 2009.

DONA BENITA FERRERO-WALDNER, en nombre y derecho propios (en adelante BFW).

Ambas partes reconociéndose capacidad y legitimación para contratar y obligarse, según intervienen,

EXPONEN

ESTIPULACIONES

Primera.- Objeto del contrato de arrendamiento de servicios.

Segunda.-Duración del contrato.

Sexta.-Confidencialidad.

Séptima.-Exclusividad.

Octava.- Único contrato.

Novena.-Naturaleza del contrato. Legislación aplicable.

Décima.- Jurisdicción.

**GAMESA CORPORACION
TECNOLÓGICA S.A.**

BENITA FERRERO-WALDNER

Fdo.

Fdo.

A. Ferrero Waldner

DOCUMENT 3

Madrid, July 18 2013

SG/B4 Ares (2013)

Mrs. Benita Ferrero-Waldner

Secretary General of the European Commission

Mrs. Catherine Day

Berlin

Dear Secretary General,

Referring to your letter SG/B4 Ares (2013), sent to me by e-mail on July 9 and received together with the copy of the contract between Gamesa and myself only on July 16, I would like to comment as follows:

- 1- Indeed there exists a contract between myself and Gamesa, but verifying what you sent to me I have to state that the first page was manipulated by the "third Party", abolishing the name of the then President/CEO of Gamesa.

(For your information I enclose the correct copy of the contract).

- 2- For reasons of decency and justice, I would like to solicit to get the information, who the "third party" is. It does not seem fair to me, to be obliged to answer, when somebody anonymous tries to damage my image me.
- 3- As you mentioned in your letter, according to the Code of Conduct valid at the time, I duly notified the European Commission of my future role with the Supervisory Board of Gamesa on December 15, 2009, which was then approved by the European Commission on January 19, 2010.

The contract in question is developing in detail my professional activities in the framework of being a **non executive Member of the Supervisory Council**.

- 4- It is however subject to the following observations:

I quote:

And in another paragraph:

"

- That clearly means that these activities are no executive ones and there is a clear dependence on the Executive Organ, the President/CEO.
 - Gamesa, as a company of the IBEX 35, has to communicate the remuneration of the members of the Supervisory Council according to the Law "**Ley del Mercado de Valores**" to the "Comisión Nacional del Mercado de Valores", and it is published.
- 5- I never meant to conceal the activities mentioned in the contract.
- 6- Moreover, point number 6 of the contract (**confidencialidad**) advises against revealing any details of the contract to anybody.

In **conclusion** let me state, that I did not notify this contract in addition to the notification made of being a Counselor of the Supervisory Board of Gamesa, since I considered it included in my first notification because the Supervisory Council was the higher institution whereas the activity as advisor was a subordinated one.

This emanates also from the Protocol Act of the session of the Supervisory Council of Gamesa of 24 March 2010 (that can be proved by the Secretary of the Supervisory Council, _____, of which I quote the pertinent paragraphs to my nomination, as follows:

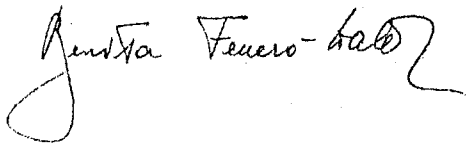
"

Je

Se establecen clausula de confidencialidad :

I hope that with this clarification and information who is the "third party", this issue can finally be closed.

Best Regards

A handwritten signature in black ink, appearing to read "Benita Ferrero-Waldner". The signature is fluid and cursive, with a large loop at the end.

Benita Ferrero-Waldner

DOCUMENT 4

Madrid, 18 December 2013-11-20

SG/B4 Ares (2013)

Mrs. Benita Ferrero-Waldner

Secretary General of the European Commission
Mrs. Catherine Day

Dear Secretary General,

I thank you for your letter dated 14 November 2013 and took note of the opinion of the "AD HOC" Ethical Committee's ex-post opinion of 1 October 2013 forwarded to me by you.

Although I really thought at the time of the conclusion of the contract, that it was done in implementation of my non-executive position of being a member of the Supervisory Board of GAMESA, approved by the Ethical Committee on January 14, 2010 I understand that I should probably have sent the contract of 25 February 2010 with GAMESA to the Commission again because it was a bit more operational than estimated.

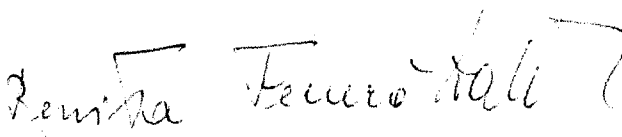
I feel sorry for the awkward situation that thus was created, but I would like to reiterate that, at the time, I was of the firm opinion that I had fulfilled all duties and requirements according to SEC(2004)1487/2, 1.1.1.

As President Barroso requested, I forward attached two written statements of our shared interpretation one from, GAMESA and one from myself, regarding the clause in the last paragraph of "Estipulación primera" of the above referred contract.

I also would like to inform that, whereas the Former CEO of GAMESA,

I left GAMESA end of February 2012.

Kind Regards


Benita Ferrero-Waldner

Statement

Neither in my function as _____ of Gamesa nor according to my services contract, was I ever involved in any commercial transaction where I could have used information or knowledge from my previous position as Commissioner for External Relations. I was particularly asked to _____

Also in _____

Therefore I would like to confirm that the Paragraph in the contract between GAMESA and myself '_____

_____ was put there in the clear understanding of the Code of Conduct for Commissioners, SEC(2004)1487/2, 1.1.1 and that I clearly showed our will to respect the compatibility clause for Former Commissioners.

I also give evidence that both Gamesa and myself interpreted the above mentioned paragraph in the spirit of article 245,2, thus accepting that a task or a mission that might have exceeded the integrity and discretion required by article 245 of the TFEU could have been refused by myself.


Benita Ferrero-Waldner

Gamesa



Mr.

GAMESA CORPORACIÓN TECNOLÓGICA, S.A.

Mrs. Catherine Day
Secretary General of the EUROPEAN COMMISSION

1049 Bruxelles
BELGIUM
CC/ Mrs. Benita Ferrero-Waldner

Zamudio, December 18th, 2013

Dear Secretary General,

Referring to the letter dated November 14th, 2013 (SG/B4 Ares (2013)), I hereby, as General Secretary of Gamesa Corporación Tecnológica, S.A. (hereinafter, Gamesa or the Company), issue the following

Statement

1. Mrs. Benita Ferrero-Waldner was appointed non-executive director of Gamesa on February 24th, 2010. On March 24th, 2010, the Board of Directors gives Mrs. Benita Ferrero-Waldner the assignment of,

2.

Gamesa Corporación Tecnológica

www.gamesacorp.com



3. As said before, she was particularly asked to

4.

interpreted in the understanding
that the functions assigned by the contract to Mrs. Benita
Ferrero-Waldner were fully compatible with the Code of Conduct applicable to Former
Commissioners, accepting that a task or a mission that might have exceeded the integrity
and discretion required by article 245 of the TFEU could have been refused by Mrs. Benita
Ferrero-Waldner.

Yours faithfully,