



PURA RAZA ESPAÑOL HORSE PROMOTION CAMPAIGN

**BRIEFING/CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM MARKETING AND COMMUNICATION AGENCIES**

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
ECONOMIC AND COMMERCIAL OFFICE OF SPAIN IN CHICAGO**



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ICEX SPAIN TRADE AND INVESTMENT, E.P.E. (“ICEX”), in collaboration with the Economic and Commercial Office of Spain in Chicago (“OFECOMES Chicago”), invites marketing and communication agencies to submit their proposals for the design, development and execution a Campaign for the Promotion of the Pura Raza Española Horse <https://www.ancce.es/en/> in the United States during the year 2024.

ICEX intends to hire a marketing and communication agency (hereinafter, the Agency) to carry out the Campaign. The Agency will be responsible for the execution of the actions proposed below.

1. TERMS OF REFERENCE

- Pura Raza Española (PRE) Horse

The PRE was first bred in the 16th century, in the midst of the Spanish Golden Age, and it is characterized by its beauty and temperance, a testament to the care and respect for maintaining racial purity, without crossbreeding and with a genetic quality that is passed on from generation to generation.

One of the most valued qualities of the PRE horse is its versatility: psychic balance, harmony of forms, willingness to work and intelligence.

<https://www.ancce.es/en/contenido/el-caballo-espanol>

Currently, 78% of the world's PRE herd is concentrated in Spain; the PRE is bred in 70 countries.

- The Royal National Association of PRE Horse-Breeders (ANCCE)

The Royal National Association of PRE Horse-Breeders (ANCCE) is the primary association for the PRE breed globally and the sole entity officially acknowledged by the Spanish Ministry of Agriculture to oversee the Stud Book and ensure the authenticity of this breed.

Currently, ANCCE is integrated by 704 breeders from all over the world, 276 sympathizing members, and 33 associations such as those from the United States (The US PRE Association), Germany, United Kingdom, Australia, France, Italy, Mexico, Nicaragua, Guatemala, Holland, Czech Republic, and Sweden.

<https://www.ancce.es/en/contenido/que-es-ancce>

<https://www.usprea.com>

- Objectives and strategy for the promotion campaign in 2024

The main goals of the PRE Horse promotion campaign in the US are as follows:



- Enhancing the market positioning of the PRE as a high-quality horse tailored to meet the demands of end consumers thanks to its wonderful character, ease of riding and training, stunning beauty, and outstanding athletic abilities.
- Increasing the understanding of PRE horses through specialized experts, prescribers and media platforms.

- **Target market**

Potential purchasers of PRE horses, especially young affluent females who compete/practice dressage and working equitation. These individuals rely on their trainer's recommendations when selecting a horse. They can also buy by traveling directly to Spain.

- **Promotion activities**

Agency proposals should focus on the following Digital Marketing strategies:

- Running promotional campaigns on specialized media platforms (advertising inserts and banners).
- Collaborating with equestrian influencers for promotional campaigns.
- Developing an English landing page to educate target audiences about the PRE Horse.

2. PURPOSE OF THE CONTRACT

The purpose of the contract is to implement the promotion campaign for the PRE Horse in the US in 2024.

3. CONTENT OF CONTRACT, APPLICABLE LAW AND JURISDICTION

- a. **Campaign contract.** Once the Agency has been selected, a contract will be signed between ICEX and the Agency (hereinafter, the Contract) which will include copyright clauses, activities to be performed, payment conditions, as well as other details.
- b. **Applicable legislation and dispute resolution.** The content of this tender is subject to Spanish legislation. All works shall be governed by the terms of the agreement between the awardee agency and the tender specifications, which shall be incorporated into the same, and in the absence of the above, Spanish legislation shall apply.



In order to resolve any disputes, disagreements, questions or claims that may arise from the execution of the agreement concluded with awardee agency, the matter will be submitted to the ordinary courts and tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language to be used in any dispute will be Spanish.

4. CONTRACT PERIOD

DURATION AND EXTENSIONS OF THE CONTRACT

The contract will be in effect from the date of signature until December 31, 2024.

The contract may be extended for a follow up campaign in 2025 with the awardee agency, subject to the continuity of the Framework Agreement between ICEX and ANCCE.

5. CONTRACT BUDGET

- a. **Maximum bidding budget.** The maximum available budget for the 2024 campaign of the PRE horse amounts to \$43,700 including the agency's fees and any third-party costs. The proposals will be evaluated on the basis of the price quoted, excluding taxes, which must be clearly and separately identified. In no case shall the contract budget be exceeded
- b. **Budget for possible contract extensions.** In case the contract is extended, the budget for the additional campaign shall be \$43,700 excluding taxes.
- c. **Estimated value of the Campaign contract.** The estimated value of the campaign contract will be \$87,400 excluding taxes, based on the assumption that the contract could last for 2 years, including the original term and an additional potential extension.

6. PAYMENTS AND INVOICING

- a. **Contract amount.** The Parties are only bound by the content, budget and procedures specified in the Contract. The Agency may not incur any expenses on behalf of ICEX prior to the date of signature of the contract and will require prior approval of ICEX, represented by the Spanish Economic and Commercial Office in Chicago.



- b. **Invoice.** ICEX expects to receive the corresponding invoices once each communication and advertising action has been contracted, implemented, completed, and approved by ICEX.

1. **Invoice details.** All invoices submitted to ICEX must be issued as follows:

ICEX España Exportación e Inversiones, E.P.E.
CIF: Q 2891001 F
Paseo de la Castellana, 278
E-28046 Madrid
VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

And must be sent to:

ICEX España Exportación e Inversiones, E.P.E.
Economic and Commercial Office of Spain in Chicago
500 North Michigan Avenue, Suite 1500,
Chicago, IL 60611, United States

2. The Agency invoice will contain the following elements:

Full Company name
Company letterhead / logo
Address
Date
Invoice number
VAT number
Description of the item/s
price and VAT, or indication of tax exemption
Total amount due

3. All expenditures will be verified in accordance with the terms of the contract. The Agency is responsible for providing all necessary materials and documentation in the same order as invoices to streamline ICEX monitoring and auditing processes.
4. In order to approve all expenses paid to suppliers or third parties outside the Agency, a copy of the original supplier's invoice must be provided and may be subject to payment verification. ICEX has the right to conduct verifications through independent auditors to confirm the accuracy of the transactions and resources obtained.



5. **Not executed actions.** Not executed actions will not be compensated by ICEX. Payment will only be made for actions that have been carried out. Any communication action that is not executed will result in deductions of the corresponding agency fees.
 6. **Changes and modifications.** Any changes or alterations to the communication plan during the execution phase must be approved in advance by ICEX. Any modifications to the media plan that are made without ICEX's explicit approval will not be reimbursed.
- c. **Assignment of the contract.** Assignment of the contract to a third party is not permitted.

7. AGENCY PROFILE AND REQUIREMENTS

- a. **Agency profile.** ICEX is searching for an integrated marketing and communication agency that has proven experience in executing Digital Marketing campaigns involving Online advertising content, social media platforms, and Influencer partnerships. While prior experience in the equestrian industry is not required, it will be considered in the technical proposal based on the agency's understanding of the market through the proposed profiles. The selected agency must possess the adequate human and material resources essential for the effective implementation of the Campaign outlined in this briefing.
 1. **Meetings.** The Agency shall be able to schedule regular and timely meetings with ICEX, represented by the Economic and Commercial Office of Spain in Chicago. These meetings can be online.
 2. **Languages.** The Campaign proposal shall be written in English. Communication between ICEX and the Agency shall be in English.
- b. **Administrative requirements.**
 1. **Project references.** To assess its technical ability to complete the Campaign, the Agency must include in its proposal references of similar projects carried out in size and scope within the past three years. The references provided should specify the dates and a brief description of the tasks performed. The winning bidder must be able to implement and organize the above activities efficiently using marketing strategies that maximize their impact.
 2. **Project Resources.** The Agency must show that it has the necessary resources to successfully carry out the Campaign described in this document.



3. **Financial Solvency.** Competing agencies must submit annual accounts for the best of the last three (3) accounting years. The minimum annual turnover requirement is an amount equivalent to \$43.700 for the best of the last three (3) accounting years (2021, 2022 and 2023 or 2020, 2021 and 2022 if the turnover for 2023 is not available).
4. **Non-compliance.** Failure to comply with any of the requirements set forth in this section will result in the disqualification of the agency concerned. However, ICEX allows competing agencies to comply with the requirements set forth in this briefing through subcontracting, joint ventures or other business cooperation agreements. In this case, the agencies submitting bids must explicitly state whether they are utilizing any of these options to adhere to those requirements. Additionally, they must submit documentation that legally proves the extent and significance of the relationship between the companies collaborating.

8. CONTENT OF PROPOSALS

- a. **Content of proposals.** Agencies participating in the bidding process are required to submit a proposal consisting of three (3) distinct documents: Administrative Requirements, Technical Proposal, and Financial Proposal. Failure to include any of these documents will result in the proposal being deemed incomplete and excluded from consideration.
- b. **Document 1: Administrative requirements (PDF format).** All agencies submitting bids must present an electronic file in PDF format containing the following documents:
 - **Project references.** The document should outline previous marketing projects of comparable size and extent, as specified in section 7.b.
 - **Project Resources.** The document should provide a thorough description of the project's available resources, as outlined in clause 7.c.

1. Project Team. The Agency shall detail in its proposal the team of employees assigned to this contract (hereinafter, the Team), specifying their professional qualifications and previous projects as well as a description of the functions and tasks they will perform, so as to ensure that the Team is sufficient and capable of carrying out the tasks required in the Campaign.

1.1 The requirements set forth in this section are mandatory, and agencies that do not submit a team in their proposal that meets all requirements will be excluded. While the Agency may meet the requirements set forth in this document through subcontracting, joint ventures or other business cooperation arrangements, the proposal must clearly detail which functions will be provided through subcontracting. ICEX expects that all key team members assigned by the Agency to the contract will stay dedicated to the Campaign for its entire duration.



1.2 The proposal submitted by the Agency should outline the responsibilities of each Team member for the different program areas within the Campaign. Additionally, detailed resumes of all Team members must be included in the proposal following the format provided in Annex I (MS Excel file).

1.3 **Team Leader.** The Agency must appoint a senior member of the Team responsible for the overall planning, organization, and execution of the Campaign. This member must have a minimum of (5) years of experience in the advertising and communications industry.

1.4 **Team Account Manager.** The Agency must appoint a Team Account Manager who will be responsible for all reporting and accounting activities to guarantee timely compliance. This member may be the same person referenced in section 1.3 and must have at least two (2) years of experience in these tasks.

1.5. **Team contact person.** The Agency must designate a single contact person who has a thorough understanding of all contract details, including administrative aspects, and who has direct communication with ICEX, represented by the Spanish Economic and Commercial Office in Chicago. This member should have at least three (3) years of proven experience in the advertising and communication industry and can be chosen from the two mentioned in sections 1.3 and 1.4.

1.6 **Financial solvency.** All bidding agencies must submit the annual accounts corresponding to the best of the last three (3) accounting years (2023, 2022 and 2021), as indicated in clause 7.e.

- c. **Document 2: Technical proposal (PDF format).** All competing agencies must submit a detailed proposal and a work plan in line with the above objectives and strategy, while excluding any pricing information. Proposals that mention pricing will be disqualified.
- **Work plan.** The Agency will present a detailed work proposal for the campaign to promote the PRE Horse, with a schedule of actions.
- d. **Document 3: Financial proposal (MS Excel format).** In order to participate, all agencies must provide a financial proposal for the Campaign that includes a detailed budget and cost breakdown according to the table in Annex II (Excel file) of this briefing. The proposal must clearly outline the agency's fees and their ratio to the overall campaign costs. Any applicable taxes should be included in a separate section of the bid. Proposals that exceed the maximum budget specified in clause 5.a., excluding taxes, will be disqualified.
- **Agency fees.** Agencies must specify the cost of the different actions and their fees. In addition, ICEX reserves the right to assess whether any of the amounts not included in the fees should also be considered as such. The fee is considered the commission charged by the agency for various promotional activities within the scope, such as media placements and influencer partnerships.



- **Taxes.** ICEX will evaluate the Financial Proposal based on the ratio between the total price offered and the agency fees, excluding taxes. Therefore, proposals should provide a detailed breakdown that clearly separates bid price and taxes.

9. SUBMISSION OF PROPOSALS

- a. **Call for tenders.** ICEX, represented by the Economic and Commercial Office of Spain in Chicago, will send this briefing to different marketing and communication agencies. It will also be published on the Economic and Commercial Office website.
- b. **Submission of proposals.** To participate in this bidding process, agencies must submit their proposals in USD and in digital format (PDF) only to tenders@icex.es by May 8th, 2024, at 23:59 Chicago time. Any submissions received after the deadline will not be considered.
 - i. **Electronic files.** The bid should be submitted in three electronic files as outlined in the General Conditions. All files must be in PDF and MS Excel formats only. Files must not exceed 4 MB in size; for larger files, agencies must use a verified file transfer service such as WeTransfer or Dropbox. Files will be opened sequentially.
 - ii. **Expenses.** Competing agencies are responsible for covering all costs associated with preparing proposals, presentations, and quotations. ICEX will not reimburse any such expenses.
 - iii. **Language.** The proposal shall be written and submitted in English.
 - iv. **Acceptance of the terms.** By submitting a proposal and participating in this bidding, bidding agencies explicitly accept all the terms outlined in this bidding document.
- c. **Modification of proposals.** After the bidding agencies have submitted their proposals and the deadline has passed, ICEX will only consider modifications, additions, or corrections if they are a result of a clarification requested by ICEX.



- d. **Clarification of proposals.** Competing Agencies that meet the administrative requirements of this RFP may be asked by ICEX to provide, for clarification, further information on specific aspects of their technical or economic proposals in writing.
- e. **Compliance of proposals.** Any bidding agency that submits a proposal should be aware that ICEX Legal Services will carefully review all documentation to ensure compliance with the requirements outlined in this document. Failure to meet any of these requirements will lead to disqualification of the agency.
- f. **Evaluation of proposals.** The evaluation process will begin with Document 1 (Administrative Requirements) being opened and assessed first. If the bidding agency meets all the requirements in this document, Document 2 (Technical Proposal) will then be opened, evaluated, and scored. Document 3 (Financial Proposal) will be the final document to be opened, evaluated, and assigned a score. This means that price included in the financial proposal will only be revealed at that stage.
- g. **Selection of the agency.** Agency selection will occur promptly following the submission of proposals. The selected agency will be notified via email, and the decision will be published on the Ofecomes website to enable a swift start to work.
- h. **Contact persons.** Questions related to this call for proposals may only be submitted in writing until May 6th 2024, Chicago time via e-mail to tenders@icex.es. In the interest of fairness, questions from competing agencies, as well as the corresponding ICEX responses, may be shared with all other agencies.

10. EVALUATION CRITERIA

The Offers will be evaluated, and the contract will be awarded based on the following scale

Criterios de Evaluación	Puntuaciones (Máx.)
I. Financial Proposal	30
<p>- ICEX will assess the financial proposal based on the following two criteria:</p> <p>I.1. The cost of designing a Landing Page (see point 1), with a maximum score of 15 points.</p> <p>In evaluating the design of the Landing Page, a formula will be used that is inversely proportional to the cost. The offer with the lowest cost will receive the highest score.</p> <p>*VERY IMPORTANT: the funds that are not used for the Landing Page will be allocated to the remaining activities. The total budget of \$43,700 must be fully utilized for all subsequent actions.</p>	



<p>I.2. The lowest ratio of fees** over the total amount (excluding taxes) on proposed activities of advertising insertions and collaborations with Influencers. The offer with the lowest ratio will receive the highest score possible, up to 15 points.</p> <p>** If necessary, ICEX will consider as fees not only those specified by an agency, but also other amounts specified for each activity that may be considered as such.</p> <p>Financial Proposals must exhaust the maximum budget available for the contract (excluding taxes), without exceeding it. Any Financial Proposals that go over the maximum budget available for the contract (excluding taxes) will not be accepted.</p>									
<p>II. Technical Proposal</p>	<p>70</p>								
<ul style="list-style-type: none"> - ICEX will evaluate the quality of the proposed promotional activities and how well they align with the Campaign's goal, assigning points to each of the components of the Technical Proposal, as described below. - Technical Proposals scoring below 40 points will be automatically disqualified. - ICEX will evaluate and assign points to the Technical Proposal as follows: <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">Insufficient. The proposal lacks basic information that would allow it to be properly evaluated.</td> <td style="padding-left: 20px;">0% of maximum score</td> </tr> <tr> <td style="padding-left: 20px;">Partially compliant. The proposal may meet some of the objectives, but not all and lacks sufficient information or detail on how it will achieve them.</td> <td style="padding-left: 20px;">50% of maximum score</td> </tr> <tr> <td style="padding-left: 20px;">Fully in compliance. The proposal meets all objectives and includes thorough information and detail on how these objectives will be achieved.</td> <td style="padding-left: 20px;">75% of maximum score</td> </tr> <tr> <td style="padding-left: 20px;">Exceeds requirements. The proposal meets all requirements, thoroughly explains how it will achieve them and excels in presenting actions or approaches of value</td> <td style="padding-left: 20px;">100% of maximum score</td> </tr> </table>	Insufficient. The proposal lacks basic information that would allow it to be properly evaluated.	0% of maximum score	Partially compliant. The proposal may meet some of the objectives, but not all and lacks sufficient information or detail on how it will achieve them.	50% of maximum score	Fully in compliance. The proposal meets all objectives and includes thorough information and detail on how these objectives will be achieved.	75% of maximum score	Exceeds requirements. The proposal meets all requirements, thoroughly explains how it will achieve them and excels in presenting actions or approaches of value	100% of maximum score	
Insufficient. The proposal lacks basic information that would allow it to be properly evaluated.	0% of maximum score								
Partially compliant. The proposal may meet some of the objectives, but not all and lacks sufficient information or detail on how it will achieve them.	50% of maximum score								
Fully in compliance. The proposal meets all objectives and includes thorough information and detail on how these objectives will be achieved.	75% of maximum score								
Exceeds requirements. The proposal meets all requirements, thoroughly explains how it will achieve them and excels in presenting actions or approaches of value	100% of maximum score								
<p>II.1.a. Technical quality of proposed activities</p> <p>ICEX will assess the promotional measures proposed on a scale of up to 70 points. Evaluation will consider how well the content plan meets Campaign objectives, the feasibility and effectiveness of specific proposed actions, and the resources planned to achieve objectives. Points will be awarded for each of these factors as follows:</p> <p>II.1.a.1. The level of technical excellence in the work plan will be assessed by evaluating the methods and resources utilized to execute the proposed</p>									



<p>activities, with consideration given to the planning, implementation, and monitoring of the tasks (maximum score of 5 points).</p> <p>II.1.a.2. The media plan will be assessed for its effectiveness in reaching the campaign objectives and target audience by considering the placement of ads in chosen publications (maximum score of 15 points).</p> <p>II.1.a.3. The Bloggers and Influencers being considered will be assessed according to their follower count and engagement with equestrian topics, while also considering the campaign's goals and intended audience (maximum score of 15 points).</p> <p>II.1.a.4. The Landing page will be assessed on the bases of its design and ability to effectively convey the right content to reach the set objectives (maximum score of 20 points).</p> <p>II.1.a.5. It Will also be assessed the extent to which the proposal enhances the image of the PRE horse with positive reinforcement, showcasing high quality, tradition, and authenticity (Maximum score of 5 points).</p> <p>II.1.b. Experience of the team in the equestrian industry</p> <p>ICEX will value having developed promotional campaigns related to the equestrian sector, taking into account the number and scope of such campaigns (Maximum score 10 points, obtained by averaging the score assigned to each of the proposed profiles)</p>	
TOTAL	100

- a. **Irregular economic proposals.** Financial Bids will be assessed to determine if they are disproportionately low or irregular. Bids that fall (a) 20% below the maximum available budget, with less than three bidders, or (b) 10% below the average of all bids, excluding the highest bid if there are three or more bidders, will be classified as irregular. If a bid is deemed abnormal, the agency would be requested by ICEX to explain its proposal within 72 hours of being notified. ICEX will then review the explanation with the possibility of seeking technical advice if needed and decide if the bid should be excluded.
- b. **Tie-breaking criteria.** In cases of a tie in scores between bidders, the following social criteria will be used to break the tie, in the order listed, after the deadline for bid submission. The documentation accrediting the tie-breaking criteria referred to in this clause shall be provided by the bidders at the time the tie occurs, and not before.
 - higher percentage of workers with disabilities or in social exclusion in each company's workforce. In cases of equality, preference will be given to the percentage of permanent workers with disabilities or workers in social exclusion in the company's workforce..



- Lower percentage of temporary contracts in the workforce.
- Higher percentage of female employees in the workforce.
- The drawing of lots. if the application of the above criteria had not resulted in a tiebreaker.

11. OBLIGATIONS

The Spanish Economic and Commercial Office in Chicago will serve as the primary point of contact for managing the campaign, overseeing all activities. It is crucial to adhere to budgetary guidelines set by ICEX and the contract conditions during invoicing, ensuring careful management of funds. No advance payments will be made for promotional campaign activities.

- Technical quality.** The Agency is accountable for ensuring the technical quality of the work and services provided under the contract. It is also responsible for any negative impacts on ICEX or third parties resulting from errors, omissions, improper methods, or incorrect conclusions during the contract performance. Specifically, the Agency will be held liable for:
 - Ensure that the services and work provided meet the quality standards specified by ICEX.
 - Accept responsibility for any errors, omissions, incorrect conclusions, or improper methods used during the contract duration.
 - The Agency is accountable for the behavior and performance of the personnel assigned to the project team
 - Handle information and data provided in a secure and appropriate manner.
- Progress reports.** The Agency will provide ICEX with partial activity reports documenting and evaluating the actions implemented within the framework of the Campaign, as well as a planning of pending actions. In these reports the Agency will also provide a detailed update of the ongoing budget and financial situation of the Campaign, including expenditures and commitments.
- Final report.** Upon completion of the Campaign, the Agency is required to provide a Final Report within ten (10) days. The Final Report will include: (i) an executive summary; (ii) a detailed report on all activities and funds used in the Campaign with evaluations and improvement suggestions; (iii) a list of participating media outlets; and (iv) all developed content during the Campaign.



- d. **Copyright and information rights.** The intellectual or industrial property rights of all works created by the Agency, as well as all information collected by the Agency on behalf of ICEX in connection with this contract, shall belong to ICEX, at no additional cost, upon payment of all consulting fees and relevant expenses agreed herein. ICEX will have the right to use, reproduce, modify, publicly distribute, and display through online platforms all such works globally and for the full duration of copyright protection. This right applies to all file types, formats, and languages, and is subject to all legal provisions.
- i. All materials produced are the property of ICEX, including any intellectual property, printed material, photography, website, videos and other offline and online publications.
 - ii. The Agency will ensure that all vector files of the materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photo, video and social media files, which the Agency guarantees have been produced for ICEX and are not owned by third parties..
 - iii. The Agency will provide ICEX, in real-time, the placements created during the Campaign so they can be referenced on ICEX's various global social media accounts, such as ICEX and ICEX Food and Wine of Spain.
 - iv. The Agency will cover all costs to defend any claim or potential claim made by third parties against ICEX to the extent that such claim is based on the allegation that the work done by the Agency under the contract infringed on intellectual or industrial property rights of third parties, or that it misappropriated trade secrets of third parties.
- e. **Confidentiality.** The Agency is obliged to maintain professional secrecy in relation to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the completion of the activities covered by the contract, until such information becomes public knowledge or, for any other legitimate reason, loses its confidential nature. This clause shall not apply to information that (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed in compliance with court orders or pursuant to legal obligations, (iv) is disclosed in compliance with legal obligations, or (v) is disclosed in compliance with the provisions of the contract.
- i. Access to confidential information will be restricted to individuals with a demonstrated need-to-know for the purpose of fulfilling the activities and services outlined in the contract. The Agency will ensure that all personnel under its authority, as well as any collaborating individuals or entities, adhere to confidentiality obligations.



- ii. The Agency commits to refraining from using any ICEX's confidential information to which it may have access for its own or private purposes or for any other purpose.
- iii. Failure to comply with the aforementioned obligations shall entitle ICEX to bring civil or even criminal actions against the Agency for any liability it may incur.

12. TERMINATION

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the Agency does not perform the services as instructed by the Client, fails to meet deadlines, or breaches any obligations outlined in the contract. This decision does not waive any claims for damages that may be made.
- b. **Cancellation or postponement of actions.** In the event that an action is not concluded, ICEX shall be exclusively responsible for the expenses incurred by the Agency from the date of the contract (and in connection therewith) until the date of formal notification of cancellation by ICEX. The Agency must submit all invoices for expenses incurred up to that date in order to be reimbursed. If this action is delayed, both parties will work to reach an agreement in good faith that best serves their respective interests.

13. ORGANIZATIONS

- a. **ICEX Spain trade and Investment, E.P.E.** ICEX is a public entity within the Ministry of Economía, Comercio y Empresa. It is represented in the United States by the Spanish Economic and Commercial Offices. ICEX's goal is to boost Spanish exports, aid Spanish companies in their global expansion, and encourage foreign investment in Spain.
- b. **The Economic and Commercial Office of Spain in Chicago** is responsible for promoting trade and investment between Spain and the United States within the scope of its competence.
- c. **European Regional Development Fund (ERDF).** This Campaign may be financed by the European Union through the European Regional Development Fund. The successful bidder shall be obliged to comply with the information and publicity obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and, in particular, the following:
 - i. In the working documents, as well as in the reports and in any type of support used in the actions necessary for the object of the contract, the EU emblem must be prominently displayed as it makes explicit reference to the European Union and the European Regional Development Fund.



- ii. When sharing or mentioning the activities outlined in the contract in public, regardless of the format (such as brochures or posters), certain elements must be clearly visible. This includes the European Union emblem following the graphic standards, along with references to the European Union and the European Regional Development Fund, which should include the slogan "A way of doing Europe."
- iii. The bids submitted must include the following sentence in their technical bid documents: "This Campaign may be financed by the European Union through the European Regional Development Fund". In addition, the following logo must be included on the cover page:



ICEX Board of Directors
By delegation (Resolution dated September 2021) Official State Bulletin (BOE)
Of October 2021

María Jesús Fernández García
Trade Commissioner of the Economic and Commercial Office of Spain in Chicago