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## REQUEST FOR PROPOSAL

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### DESAFÍA FOODTECH GERMANY

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**ICEX SPAIN TRADE AND INVESTMENT, E.P.E. (“ICEX”)**, in collaboration with the Economic and Commercial Office of the Embassy of Spain in Dusseldorf (“OFECOMES Dusseldorf”), is issuing this Request for Proposal to seek proposals from operators with proven previous track records managing landing pad programs.

#### **DESAFÍA FOODTECH GERMANY**

DESAFIA is a public initiative to help Spanish technology companies scale faster and globally. It is sponsored by ICEX (the Internationalisation Agency of the Spanish Government) and, in some cases, by Red.es (the agency of the Spanish Government responsible for implementing and executing the Spanish Digital Agenda).

Companies that apply to Desafía Foodtech (Germany) must have a product or service of high technological value, a sustainable business model and ideally, previous international experience; it is not aimed at early-stage entrepreneurs. The program has two objectives: to introduce the participants to the German ecosystem, so that they can benefit from lessons that allow them to grow as successful entrepreneurs, and to help them and successfully in the German market.

DESAFIA FOODTECH GERMANY focuses on the challenges that Spanish Foodtech companies encounter to grow and become global. Spanish startups taking part in DESAFIA FOODTECH GERMANY should have a product or service related to one or more of the following areas: alternative proteins, next generation ingredients, food safety, traceability, circular economy.

ICEX will invite a cohort of Spanish startups to participate in the immersion programme. C-Level officers and founders will participate in workshops, meetings and activities that not only inspire them but help them assess the strategic position of the company, plot improvements to ramp-up growth, define a roadmap based on strategic and tactical considerations and start working on it.

OFECOMES Dusseldorf, on behalf of ICEX, requests proposals for the provision of the service for the management of DESAFIA FOODTECH GERMANY.

#### **SCOPE OF WORKS**

The scope of the contract will be as follows:

- **Information and advisory services.**

The awardee is expected to collaborate with ICEX in attracting suitable candidates to DESAFIA FOODTECH GERMANY, therefore knowledge and a professional network within the Spanish start-up ecosystem would be appreciated.

The awardee is expected to collaborate with ICEX managing enquiries from stakeholders about DESAFIA FOODTECH GERMANY coming from public entities, media, potential applicants, etc.

Project Leaders are expected to travel to Spain once a year during the term of the contract:

- One trip during Food4Future 2024 to Bilbao

Programme Managers will be required to travel to Spain twice a year during the contract period:

- One trip during the scouting phase (visiting Madrid and 2 or 3 additional cities)
- One trip during Food4Future 2024 to Bilbao

Additional team members could travel to Spain for both the scouting phase and the Food4Future activity if the awardee deems this necessary for the proper execution of the project.

No extra funds will be provided for these trips.

#### - **Immersion programme**

Aimed at founders and C-level executives of Spanish companies with the greatest potential to successfully tackle the global market and transform their companies after the experience. Participants will be selected by ICEX; support from the awardee is requested during the selection process, including proposal of evaluation criteria, prioritising of applications and detailed explanation of scores. An example of an Excel template for the evaluation of the application is attached. The assessment will be delivered one week after the closing date of the call for participants.

The awardee must organize one (1) immersion programme – cohort - before the end of 2024 with at least 8 participants, expecting 10 participants.

The immersion programme will have the following structure:

- **Pre-immersion phase.** This phase includes personalised mentoring (the matchmaking process for this mentoring should consider the specific needs of the different participants), accompaniment, and a follow-up system by a local expert before the start of the second phase. These sessions are designed to identify business opportunities in the German market and guide the company through all phases of the programme. This phase is online, but some of the activities will take place on-site during the Food4Future event (Bilbao, 23-25 April 2024). The aim of this part of the pre-immersion is to create community with other cohorts of DESAFIA foodtech programmes, as well as connections with international players. During the sessions in Bilbao, the successful bidder is expected to have a programme of workshops/meetings (including, among other topics, pitch training oriented to the German market) that will cover at least 2 mornings of work.
- **Immersion phase.** The immersion phase will include group meetings with key agents of Dusseldorf/Germany's ecosystem (mentors, investors, entrepreneurs, advisors, etc.).

Based on previous experience, we would expect a time frame of 5 to 7 working days, with full day workshops in the case of 5 working days. In any case, bidders may propose a different solution within the time limit.

The aim of these days is to enable companies to get in touch first-hand with the main players, institutions (universities, incubators, accelerators...), companies and specialised investment funds in this ecosystem, and to learn about the local business culture.

We expect the awardee to deliver a very personalised and high quality programme, including 1-to-1 sessions.

- **Post-immersion phase.** Designed to follow up on the contacts made during the immersion and to finalise and conclude the programme. This phase is online. It will last a maximum of 6 weeks, taking into account that all activities, including the reporting phase, must be completed before 31 December 2024.

Prior to the pre-immersion phase, a kick-off meeting will be held online between ICEX, the awardee and the Spanish participants to explain the scope of the programme to be developed in Germany and Bilbao.

Bidders must specify the reference locations for their proposed activities.

In the event of borders being closed for whatever reason, the immersion programme will take place virtually. If long quarantines are required, ICEX will decide whether to run the immersion programme in person or virtually.

- **DESAFIA FOODTECH GERMANY community and strategic alliances.**

In collaboration with ICEX, the awardee will build and maintain a network of strategic alliances, consisting of:

- External mentors in Germany and Spain that give support to DESAFIA participants for the duration of the programme, with the possibility of extending their involvement further if they wish to.
- Alumni: we are seeking ways to strengthen the ties between alumni and expect the agency to offer proposals in this area.

- **Preparation of reports.**

Preparation and delivery of, at least, the following reports (in English or Spanish):

- One technical report for the cohort. The report must include feedback from participants via specific surveys.

- **Marketing and communication plan.**

The awardee will develop marketing and communication activities in Spain and Germany to:

- Raise awareness of DESAFIA FOODTECH GERMANY
- Attract potential Spanish candidates to DESAFIA FOODTECH GERMANY
- Build a professional community and forge strategic alliances
- Create awareness among relevant German stakeholders on the potential of participants in DESAFIA GERMANY

The awardee is expected to use his/her social networks. In addition, he/she will create content (news, articles or videos based on material provided by ICEX/participants) for the DESAFIA section of the ICEX website, following the technical instructions proposed by the ICEX team.

Bidders are welcome to make detailed proposals on the services described above. Innovative suggestions adapted to the local environment will be positively assessed by ICEX in the evaluation process. For more information on previous DESAFIA Foodtech programmes in other locations visit the following website.

[DESAFIA FOODTECH NETHERLANDS 2023 \(foodswinesfromspain.com\)](http://foodswinesfromspain.com)

### **PLACE OF SUPPLY OF SERVICES**

Activities forming part of the immersion phase will be developed in person in Düsseldorf and/or any other location in Germany chosen by the awardee, unless borders have been closed for any reason, in which case ICEX will decide how to proceed.

As stated above, part of the pre-immersion phase will take place in Bilbao and we expect the Programme Manager to take part in the scouting trip.

The awardee and the participating companies will take part in an online kick-off meeting prior to the start of the programme. The aim is to prepare and explain to the participating companies the scope of the activities to be developed in Bilbao and Germany.

### **FINANCIAL PROPOSAL**

The financial proposal must be in euros (EUR) exclusive of VAT.

Maximum budget: one hundred seventy-five thousand euros (175.000 EUR). Excluding VAT.

The contract is expected to enter into force in January 2024 and will terminate on December 31<sup>st</sup> 2024, or failing that, upon completion of the planned programme.

The **estimated value** of the contract (value of the main contract and its possible extensions) will be 175.000 EUR, VAT excluded, according to the following:

- **Main contract** maximum budget: **175.000 EUR**.

**Proposals exceeding the maximum available budget of 175.000 EUR, excluding taxes, will not be considered.**

**ICEX is a Spanish institution based in Spain for all purposes.**

**The proposals should include a breakdown in which the price offered, and taxes must be clearly described and separated.**

**ICEX will evaluate the proposals on the basis of the offered prices, excluding taxes.**

### **AWARD PROCEDURE**

The bids will be assessed according to the following criteria:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
<p><b><u>Financial proposal</u></b> Bid price scoring will be assigned according to the following criteria (only for bids not considered disproportionate or anomalous):</p> <ul style="list-style-type: none"> <li>- The bidder with the lowest price will obtain the maximum score, the remaining offers will be awarded the proportional score.</li> </ul>	<b>20</b>
<p><b><u>Technical proposal</u></b> The technical proposal provided will be assessed as follows:</p> <ol style="list-style-type: none"> <li>1. Proposed programme for the pre-immersion phase, including the activities during Food4Future 2024. Degree of adequacy will be valued up to a <b>maximum of 10 points</b></li> <li>2. Proposed programme for the immersion phase, including, for example, workshops, demo day and/or visits. Degree of adequacy will be valued up to a <b>maximum of 20 points</b></li> <li>3. Strategic partnerships with international and Germany stakeholders. Quality of companies and people that could engage with Spanish companies. <b>Maximum 15 points.</b></li> <li>4. Unique and innovative solutions on the delivery of DESAFIA GERMANY. Innovative solutions with added value should not involve any additional costs to ICEX and must be clearly specified in the proposal. <b>Maximum 10 points.</b></li> </ol> <p><i><b>(The proposals that do not receive at least 30 points in this section will be automatically excluded)</b></i></p>	<b>55</b>
<p><b><u>Team</u></b> <b>Beyond the minimum requirements (see below), the team members will be assessed as follows:</b></p> <p>Project Leader (fully involved in the project):</p> <ol style="list-style-type: none"> <li>1. Set-up of technology-based companies, either as an entrepreneur or as a member of the founder team. To be valued: number and relevance of companies established either in Germany or abroad. <b>Maximum 2 points</b></li> <li>2. Management of incubation and acceleration programmes. To be valued: number and relevance of programmes related to foodtech</li> </ol>	<b>25</b>

<p>in Germany and international foodtech ecosystems. <b>Maximum 6 points</b></p> <p>3. Networks in Germany related to the bid’s main purpose (investors, mentors, corporates...). To be valued: number and relevance for the foodtech ecosystem. <b>Maximum 5 points</b></p> <p>4. Managing of direct or indirect Investment fund operations for start-ups in different stages of growth: number, value and relevance. <b>Maximum 2 points</b></p> <p>5. Links to the Spanish start-up ecosystem so as to contribute in the attraction of potential DESAFIA candidates. Number and relevance of previous projects/alliances/collaborations. <b>Maximum 2 points.</b></p> <p>Programme Manager:</p> <p>1. Coordination of incubation and acceleration programmes. To be valued: number and relevance of programmes related to foodtech in Germany and international foodtech ecosystems. <b>Maximum 6 points</b></p> <p>2. Managing of direct or indirect investment fund operations for start-ups in different stages of growth: number, value and relevance. <b>Maximum 2 points.</b></p>	
<b>TOTAL</b>	<b>100</b>

Responses, other than price (Technical proposal and Teams), will be scored as follows:

0% of allocated points	Major Reservations/C onstraints	<p><b>Technical proposal criteria:</b> The response simply states that the bidder can meet some of the requirements set out, but has not provided any information or detail on how they will do so.</p> <p><b>Team criteria:</b> No significant improvements beyond the minimum requirements</p>
50% of allocated points	Compliant	<p><b>Technical proposal criteria:</b> The bidder has provided some information about how they propose to meet most of the requirements. There is some doubt regarding their ability to consistently meet the full range of requirements.</p> <p><b>Team criteria:</b> Medium level of the above indicators (number, quality, diversity, etc.)</p>

75% of allocated points	Fully Compliant	<b>Technical proposal criteria:</b> The bidder has provided detailed information covering all elements, detailing how they propose to meet all the requirements. This gives full confidence in their ability to consistently meet the full range of our requirements. <b>Team criteria:</b> Significant level of the above indicators (number, quality, diversity, etc.)
100% of allocated points	Exceeds Requirements	<b>Technical proposal criteria:</b> The bidder meets the required standard in all respects and exceeds some or all the major requirements, which in turn leads to added value within the contract. <b>Team criteria:</b> Outstanding level of the above indicators (number, quality, diversity, etc.)

Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous.

Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget; in case there are fewer than three bidders.
- The financial proposal is 20% under the arithmetic mean of the bids submitted; in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, OFECOMES DUSSELDORF and ICEX will decide, upon technical advice, if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

The different bids will be compared on equal terms.

### **PROCUREMENT BOARD**

Appointed members of the Procurement Board:

President	María Naranjo Crespo	Director of Food Industry
Substitute	Salomé Martínez Aparicio	Deputy Director of Food Industry
Member	José María Cases	Head of Department for Investment Goods Spanish Economic & Commercial Office

Substitute	Manuel Uzcanga	Head of Department for Food Industry Spanish Economic & Commercial Office
Secretary	Pedro Patiño	Deputy Director of Procurement
Substitute	Isabel Arias	Member of the Procurement Department

### **REQUIREMENTS**

#### **BIDDERS:**

- **Bidders must have a strong and proven track record in providing similar services.** The technical solvency shall be demonstrated by submitting information about similar projects carried out since 2018 in Germany (or from the date of incorporation, if it is later).
- **Financial solvency:** All competing bidders will be required to provide a solvency report, including their financial accounts for the best of the last three accounting (3) years. The minimum annual total income requirement is an amount equivalent to 175.000 euros, in the best of the past three (3) accounting years (2022, 2021 and 2020).
- As the programme will take place in Germany, bidders **must be based or have an office in Germany** with the ability to execute the programme.

#### **TEAM:**

- **Project Leader:**  
Minimum of 5 years' leading experience in accelerator and incubation programmes, fundraising networks and strategic partnerships in Germany. Full English competence required; Spanish is desirable. He or she must be fully engaged with ICEX, with OFECOMES Düsseldorf and with participant companies (the project manager must not be a mere supervisor).
- **Programme Manager (who must be a different person from the Project Leader):**  
Minimum of 2 years' leading experience in PR, accelerator and incubation programs and fundraising networks. Full English competence required; Spanish is desirable. Proactive and customer oriented.
- **Additional team members:**  
Incorporating other members who specialize in administration, invoicing, and other supporting activities is possible if they meet the minimum 2 years' proven track record in the tasks required.

Non-compliance with any of the requirements established in the present briefing will result in the disqualification of the bidder concerned.

It is expected that the key team members assigned to the project remain as part of the team for the duration of the contract.



In case of substitution of team members, fifteen (15) days in advance, the successful bidder will have to:

- Submit a change request explaining the reason for the change.
- Submit the curriculum vitae of the new team member, who should have at least the same qualifications and experience as the one to be replaced.
- Assume the costs of knowledge transfer and overlapping of both profiles.

The incorporation, substitution or dismissal of the persons designated by the contractor shall require coordination with ICEX.

The role of each team member assigned to the project shall be specified in the bid. In addition, their CV must be included in the proposal. The awardee must designate a primary contact person that is informed of all aspects of the program, including administrative matters, and has direct continuous communication with ICEX, represented by OFECOMES Dusseldorf.

### **PROPOSALS**

Proposals must be detailed and must be divided into **3 separate documents** as follows:

#### **DOCUMENT 1**

- Brief introduction of the bidder's experience on previous similar projects.
- Financial accounts for the last three years.
- Team assigned to the project, along with an indication of each person's role and CVs.

#### **DOCUMENT 2**

- Technical project, including workshops.

#### **DOCUMENT 3**

- Bid offer (in euros) for the contract (1 programme). The price contained in the economic offer shall not be included in Documents 1 or 2.
- ICEX will evaluate tenders based on the prices quoted, excluding taxes. The tenders should include a breakdown in which the price quoted and taxes, if applicable, must be clearly separated.

**Proposals exceeding the maximum available budget of 175.000 euros, taxes excluded, will not be considered.**

This briefing will be circulated to multiple bidders and will be published in the OFECOMES DUSSELDORF website. Questions can be submitted up to 3 business days before the deadline for submitting offers.

Queries regarding this tender must only be addressed in writing, by emailing [ONLY \*\*tenders@icex.es\*\*](mailto:tenders@icex.es) . **Queries submission deadline: Check exact date and time in OFECOMES websiteby.** In the interest of fairness, questions posed by participating companies, as well as the answers provided by ICEX, may be shared with all other participating companies. ICEX will not be able to answer questions formulated after the above deadline.

**All documents must be submitted either in English or in Spanish. Interested companies or individuals should send their bids in electronic format ONLY to [tenders@icex.es](mailto:tenders@icex.es). Term for submission of offers: 21 calendar days from the day after publication. Check exact date and time in OFECOMES portal.**

In case the bid is bigger than 4 Mb, please send it via WeTransfer or similar.

ICEX and OFECOMES Dusseldorf may declare no winning bidder if the proposals do not meet the requirements.

All competing companies submitting a proposal should be aware that ICEX Legal Services will review the documentation submitted by each company in order to ensure that they comply with the requirements of this briefing. After verifying compliance with the prerequisites, the technical offer will be reviewed and evaluated. Once the scores have been assigned, the economic offer will be evaluated. The price will not be known until that moment.

#### **Documentation evidencing beneficial ownership (projects financed by the Recovery, Transformation and Resilience Plan)**

In addition to the documentation to be included in the bid, the contracting body may request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (RTRP).

Failure on the part of the tendering companies to submit the documentation evidencing their beneficial ownership in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated will be grounds for exclusion from this procedure.

#### **AWARD NOTIFICATION DEADLINE**

ICEX and OFECOMES Dusseldorf will assess the proposals submitted within the deadline. Final decision about the award will be notified properly and on time to the bidder that best fits the purposes of this Request for Proposal. The awarded company, upon notification, should submit the ANNEX 1 – Multiple Declaration of the Awardee of the Contract Financed by the Recovery, Transformation and Resilience Plan – and ANNEX 2 – Request for Information on Beneficial - signed.

If the first selected bidder does not submit the corresponding documentation within the established term or resigns, the contract may be awarded to the next bidder according to the order established by the Procurement Board.

#### **SIGNING OF THE CONTRACT**

A contract between the awardee and OFECOMES Dusseldorf will be signed as soon as possible after the bidding process is over and a decision is made.

The contract will expire after the execution of the immersion programme, as planned, latest on December 31<sup>st</sup> 2024.

### **EXTENSION OF THE CONTRACT**

The contract is not subject to extension.

### **PAYMENTS**

The awardee will be entitled to payment for the services provided as set out in the contract.

Payment will be made **after the immersion program**, including the alumni phase and final reports, upon submission of invoice and the acceptance by ICEX of the services provided on that period. Invoices will be paid within 30 days of ICEX's approval.

The price for the cohort/immersion programme will not change whether the number of companies is slightly greater than the established range of 8-10 companies.

Administrative requirements for billing:

- Invoicing details:

All invoices must be billed to:  
ICEX España Exportación e Inversiones, E.P.E.  
Paseo de la Castellana 278  
E-28046 Madrid (Spain)  
VAT number: ESQ - 2891001F (ICEX is VAT registered in Spain)

And dispatched to:  
Spanish Economic and Commercial Office,  
Jägerhofstr. 32  
40479 Düsseldorf  
Germany

Please note that ICEX does not pay any advances.

No expense on behalf of ICEX can be incurred before the date of signature of the corresponding contract and prior written approval.

### **SUPERVISION OF THE WORKS**

ICEX and OFECOMES Dusseldorf will directly monitor the development of the project; for this purpose, the awardee must facilitate examination of any process or phases of the work to ICEX representatives assigned in each case.

### **LIABILITIES OF THE AWARDEE**

The awardee will be responsible for the technical quality of the work, performance and services performed under the contract, and for any consequences for ICEX and third parties derived from omissions, errors, inadequate methods, or incorrect conclusions in the execution of the contract.

The awardee will answer to ICEX and OFECOMES Dusseldorf for any possible claims brought by third parties based on the awardee's activity.

### **APPLICABLE LEGISLATION & JURISDICTION**

Once the Agency has been selected, a contract will be signed between ICEX and the Agency.

German substantive law shall apply to the content of this tender.

All disputes arising from the contract, including those concerning its validity, shall be settled by an arbitral tribunal in accordance with the Rules of the German Institution for Arbitration Jurisdiction (DIS Deutsche Institution für Schiedsgerichtbarkeit), to the exclusion of ordinary legal proceedings. The arbitral tribunal shall also decide on the validity of this arbitration and conciliation clause, and in case of invalidity of the arbitration and conciliation clause para. 139 BGB shall not apply. The place of the arbitration proceedings shall be Düsseldorf and the language of the arbitration proceedings shall be German.

### **RECOVERY AND RESILIENCE FACILITY (RRF)**

This contract promoted by ICEX España Exportación e Inversiones E.P.E., responds to the priorities of Spanish and European economic policies aimed at promoting and internationalizing SMEs and strengthening the ecosystem of fast-growing companies, and contributes to the achievement of CID's objective 213, which is to reach at least 3,000 companies, 2,500 of which must be SMEs participating in internationalization support projects.

The contract is part of the investment project to strengthen the Spanish ecosystem of fast-growing companies (C13.I5). It is a support and assistance programme for fast-growing and high-potential companies, whose main challenges and objectives are the following:

**-Main challenges:** the Spanish entrepreneurial ecosystem is maturing, but it is still difficult to find companies that grow rapidly, and, above all, that reach a large size. Part of the problem lies in the capabilities of entrepreneurs, who must become true entrepreneurs, which requires different management skills and networks of contacts, many of which also transcend our borders (funders, clients, technology partners, etc.).

**-Objectives:** the objective is to build bridges globally and thus facilitate the growth of companies and entrepreneurs to contribute to the maturity of the Spanish entrepreneurial ecosystem, which is addressed through 3 lines of action:

-Specialized training and master classes to acquire the skills and contacts necessary for the growth of the company.

-Approach to world hubs of entrepreneurship and technology through the creation of a network of programs that facilitate the access of entrepreneurs to reference ecosystems in the world. Activities will be carried out in ecosystems of interest to Spanish companies through the establishment of a local service network and structure that will be made available to Spanish companies at each of the “DESAFIA” locations. “DESAFIA’S” are foreseen in San Francisco, Tel Aviv, London, The Hague, Singapore, Berlin, New York, etc... This is an estimate of possible locations and may vary as the program evolves.

-Community DESAFIA. A cornerstone of DESAFIA is to create and manage the alumni community so they benefit from business contacts and shared networks.

This contract is framed in the second of the lines of action: approach of Spanish companies to entrepreneurship hubs.

This contract is funded by the European Union Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094, of December 14, 2020, which establishes a European Union Recovery Instrument for support the recovery after the COVID-19 crisis, and regulated according to Regulation (EU) 2021/241 of the European Parliament and of the Council of February 12, 2021, which establishes the Recovery and Resilience Facility.

Its financing is foreseen entirely from the credits of the service 50 "Recovery and Resilience Facility", from the budget of the Ministry of Industry, Commerce and Tourism through the corresponding capital transfers from the Secretary of State for Commerce to ICEX during the years 2022, 2023 and 2024.

ICEX Board of Directors  
By Delegation (Resolution of September 30<sup>th</sup> 2021,  
BOE [Official State Gazette] October 11<sup>th</sup> 2021).

Manuel Ledesma  
Commercial Attaché of the Spanish Commercial Office in Düsseldorf

**This service/activity can be subject to European Union’s financing through the Recovery and Resilience Facility (RRF)**

## ANNEX 1

### MULTIPLE DECLARATION OF THE AWARDEE OF THE CONTRACT FINANCED BY THE RECOVERY, TRANSFORMATION AND RESILIENCE PLAN,

Contract number X027-15-2023, the object of which is "DESAFÍA FOODTECH Germany"

#### a) Declaration Form for the transfer and processing of data in relation to the implementation of actions for the Recovery, Transformation and Resilience Plan (PRTR)

Mr/Ms ....., national ID no. ...., as Managing Director/Manager/ of the entity ....., with tax ID no. ...., and fiscal address a..... participating as a contractor in the execution of actions necessary to achieve the objectives defined in Component 13 "Impulso a la PYME" declares they are aware of the applicable regulations, in particular the following paragraphs of Article 22 of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Mechanism:

1. Paragraph 2(d): "to collect, for the purpose of auditing and monitoring the use of funds in relation to measures for implementing reforms and investment projects under the Recovery and Resilience Plan, in a searchable electronic format and in a single database, the following standardised categories of data:

- i. The name of the end recipient of the funds;
- ii. the name of the contractor and of the subcontractor, where the end recipient of the funds is a contracting authority in accordance with Union or national public procurement law;
- iii. the names and dates of birth of the beneficial owners of the recipient of the funds or of the contractor, as defined in Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council (26);
- iv. a list of measures for implementing reforms and investment projects under the Recovery and Resilience Plan, together with the total amount of public funding for these measures and indicating the amount of funds disbursed under the Facility and other Union funds".

2. Paragraph 3: "The personal data referred to in Paragraph 2(d) of this Article shall be processed by the Member States and by the Commission only for the purposes and for the duration of the relevant discharge audit and control procedures relating to the use of funds in connection with the implementation of the agreements referred to in Articles 15(2) and 23(1). As part of the Commission's discharge procedure, in accordance with Article 319 of the TFEU, the Facility shall be subject to reporting within the framework of the integrated financial and accountability reporting referred to in Article 247 of the Financial Regulation and, in particular, separately in the annual management and performance report".

In accordance with the aforementioned legal framework, the above party agrees to the transfer and processing of the data for the purposes expressly stated in the aforementioned articles.

**b) Declaration of Commitment in relation to the implementation of actions under the Recovery, Transformation and Resilience Plan (PRTR)**

The undersigned, as contractor, **declares the commitment** of the person/entity it represents to the highest standards in relation to compliance with legal, ethical and moral rules, adopting the necessary measures to prevent and detect fraud, corruption and conflicts of interest, reporting any non-compliance observed to the appropriate authorities.

In addition, in accordance with the content of the PRTR, it undertakes to respect the principles of the circular economy and to avoid significant negative impacts on the environment ("do no significant harm") in executing the actions carried out within the framework of this Plan , as well as the cross-cutting principles established in the PRTR that may affect the subject matter of the contract.

**c) Declaration of Commitment in relation to proof of inscription fiscal registry or similar.**

The undersigned declares his commitment, when required by the contracting administration, to proof the inscription in the Registry of Companies, Professionals and Withholders of the Tax Administration Service which applies to him.

If there are subcontractors, he or she must also provide the multiple declarations of those subcontractors affected by the contract.

**d) Declaration of Commitment in the obligation of the use of EU logos by contractor**, according to art.9.3.b) of HFP 1030/2021

**e) Declaration of acceptance of the transfer of data between the Public Administrations involved.**

The undersigned undertakes to accept the transfer of data between the Public Administrations involved in order to comply with the provisions of the European regulations that apply and in accordance with the Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and guarantee of digital rights.

*(Provide name of subcontractors, if applicable)*

....., XX ..... 202X

Signature: .....

Role: .....

## **ANNEX 2**

### **REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP**

Contract number X027-15-2023, the object of which is "DESAFÍA FOODTECH Germany"

#### **ANNEX. REQUEST FOR INFORMATION ON BENEFICIAL OWNERSHIP**

For the attention of the manager of the entity XXX:

Within the framework of protecting the European Union's financial interests, and in particular Article 22 of Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 establishing the Recovery and Resilience Mechanism, the European Commission requires that the beneficial owners of the contracting or beneficiary companies under the Recovery, Transformation and Resilience Plan are identified, as defined in Article 3(6) of Directive (EU) 2015/849 of the European Parliament and of the Council.

As the information on beneficial ownership is not available in the databases held by the Spanish authorities that are being used for this purpose, it is necessary to request it directly from the relevant contractor or beneficiary.

As a minimum, the information to be collected on beneficial ownership shall include the following details of the natural person who is the beneficial owner of the entity awarded the contract:

- a) Identification number.
- b) Country that has issued the identification number.
- c) Forename.
- d) Surname.
- e) Date of birth.

For this reason, we kindly ask you to send the information to the following address XXXXXXXXXXXX as soon as possible. In order to ensure the reliability of the data submitted and as required by the European Commission, we would be grateful if you could provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.