

WINES FROM SPAIN PROMOTIONS ACTIVITIES AT PROWEIN

TASTINGS MASTERCLASSES & FREE TASTING ZONE

GERMANY 2024

**BRIEFING/
CONTRACTUAL CONDITIONS
CALL FOR BIDS
FROM EU AGENCIES**

OCTOBER 2024

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E. P. E.
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN DÜSSELDORF (GERMANY)

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ICEX Spain Trade and Investment, E.P.E. (hereinafter, **ICEX**), represented in Düsseldorf (Germany) by the Economic and Commercial Office of the Spanish Embassy (hereinafter, the Office), invites qualified Agencies (hereinafter, the Agency), to submit a proposal to support the Office in the successful implementation of a wide array of promotional activities at the Spanish Pavilion at ProWein for Wines from Spain (hereinafter, FWFS) in Germany.

ICEX is a public corporation that is part of the Ministry of Economy, Trade and Companies through the State Secretariat for Trade, established and governed by Royal Decree-Act 4/2011, dated 8 April, and with its headquarters in Madrid (Spain). ICEX's remit is to promote exports by Spanish Agencies and support their internationalization to improve their competitiveness and attract and promote foreign investment in Spain. ICEX operates in Germany through the Economic and Commercial Office in Düsseldorf.

Wines from Spain (FWS) is ICEX's registered trademark for the international promotion of Spanish food, wines and gastronomy; therefore, all the activities organised in the context of this plan should preferably be implemented under this trademark.

1.-	Contracting Authority:	ICEX España Exportación e Inversiones, E.P.E. (ICEX Spain Trade and Investment) VAT No. Q2891001F
2.-	Case Number:	X027-19-2024
3.-	Scope of the contract:	To select a wine and food specialized communications and event marketing agency to deliver the efficient proposal, management, and success of Implementation of the ESDS program involving the organization of promotions in specialized stores and restaurants, as well as Workshops as defined in this tender.
4.-	Submission of tenders:	The 3 separate documents that represent the proposal need to be sent via email EXCLUSIVELY to tenders@icex.es by November 13th, 2024 , at 9:00 AM CET. Attachments should not exceed a total of 4MB in size; in the event that they are larger, a tried and tested file transfer service should be used.

TERMS OF REFERENCE. CALL FOR BIDS

1. ICEX

ICEX, the Spanish Agency for the promotion of trade and investment

ICEX (www.icex.es) is a Spanish public body established in 1982 whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is attached to the Ministry of Economy, Trade and Companies) and is responsible for developing and implementing the Ministry's international economic policy. However, ICEX is not part of the state administration, and has a degree of operational and budgetary autonomy.

ICEX SPAIN TRADE AND INVESTMENT, E.P.E. ("ICEX"), in collaboration with the Economic and Commercial Office of the Embassy of Spain in Dusseldorf ("Office Dusseldorf"), is organising this public tender to receive bids for the organisation of the Eat Spain Drink Spain (ESDS) promotions that will allow us to select a specialised Agency capable of achieving the objectives set by ICEX for this programme.

2. SCOPE OF THE CONTRACT

Scope of the contract

The scope of the contract is to select a wine specialized communications and event marketing agency to deliver the efficient proposal, management and success in the execution of the ICEX/FWFS promotional activities during ProWein 2025 involving the organization of Masterclasses, open Tasting Area and the awards ceremony of the Wines from Spain Awards, as defined in this tender.

ICEX/FoodsWinesFromSpain Promotional Activities at ProWein 2025:

Terms and project description for the development of proposals

The aim of the promotional activities is to organise high-value promotional activities to enhance the image and visibility of Spanish wines among the exhibiting countries from all over the world as well as to increase the presence of high-quality Spanish wines in the international markets.

- **Objectives**

- To attract international trade visitors to the fair to visit the Spanish Pavilion and to learn more about Spain's current wine offer and trends in the Spanish wine sector.
- To increase the presence and listings of Spanish wines and wineries in the on-trade and off-trade in international markets
- To increase the general image of quality and variety of Spanish wines to an international professional audience highlighting the winner wines of the Wines

from Spain Awards in different categories of types of wines and medium-high price ranges.

- To design promotional activities during ProWein 2025 including 3 modules as defined below that will be successful due to its attractiveness for the visitors of ProWein.
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- **ICEX/FoodsWinesFromSpain Promotional Activities at ProWein 2025: Project description for proposals**
ICEX/FWFS promotional activities at ProWein 2025 will contain 3 lines of promotional activities focused on international trade, gastronomy, press, opinion leaders and educators, all visitors of ProWein 2025.

 1. **OPEN TASTING AREA of the winner wines of the WFS AWARDS 24/25**
 2. **MASTERCLASSES at the tasting area of ICEX/FWFS at ProWein 2025**
 - **Support AWARDS CEREMONY of the WFS AWARDS 24/25 at ProWein 2025**
 3. **DIGITAL COMMUNICATION CAMPAIGN**

1. OPEN TASTING AREA

a) In 2025 for the winner wines of the WFS AWARDS 24/25.

Within the booth of ICEX/FWFS there will be the OPEN TASTING AREA designed and equipped with furniture, storage and coolers by ICEX. Please find Fotos from the last edition in Anex "Fotos Tasting Areas Fotos".

In this area ICEX/FWFS will present in 2025 for the first time the 100 winner wines of the Wines from Spain Award celebrated in cooperation with MundusVini to the international professional audience.

The 100 wines are awarded with GOLD. Among these 100 wines, the best wine of each category will be awarded as GRAND GOLD. Furthermore, there are 3 "special mentions" for the Best Wine of the Competition, the Best Organic Wine and the Best Discovery Wine.

- The agency will ask the winning wineries of the WFS AWARDS for sample wines to be stored first at a logistics company such as WMS and then exhibited and tasted in the ICEX tasting area at ProWein.

The categories that will be presented are the following:

The awarded agency will receive the information of the awarded wines from ICEX & Mundus Vini GmbH.

Still Wines

1. *Super Premium Red Wine (30 € EXW and over)*
2. *Premium Red Wine (15 € up to 29,99 € EXW)*
3. *Premium White Wine (15 € up to 29,99 € EXW)*
4. *Premium Rosé Wine (15 € up to 29,99 € EXW)*
5. *Red Wine over 10 € (10 € up to 14,99 € EXW)*
6. *White Wine over 10 € (10 € up to 14,99 € EXW)*
7. *Red Wine over 7,50 € EXW (7,50 € up to 9,99 € EXW)*
8. *White Wine over 7,50 € EXW (7,50 € up to 9,99 € EXW)*
9. *Rosé Wine over 7,50 € EXW (7,50 € up to 9,99 € EXW)*
10. *Red Wine between 3,00 and 7,50 € EXW (3 to 7,49 € EXW)*
11. *White Wine between 3,00 and 7,50 € EXW (3 to 7,49 € EXW)*
12. *Rosé Wine between 3,00 and 7,50 € EXW (3 to 7,49 € EXW)*

Sparkling wines

- 13. Premium Sparkling Wine (10€ EXW and more than 10 €)
- 14. Sparkling Wine (up to 9,99 € EXW)

Fortified wines

- 15. Premium Fortified Wine (10€ and more than 10 €)
- 16. Fortified Wine (up to 9,99 € EXW)

Special mentions.

The following special mentions will also be awarded from among the winning wines

- o Best wine of the competition*
- o Best Organic Wine*
- o Best Discovery Wine*

The selected agency must care for the open tasting area during the 3 days of the fair as well as during the day before when the fair is built up. The tasks include the following:

1.1. Preparation & coordination of the OPEN TASTING AREA and set up.

Organisation & coordination of the tasting and cleaning equipment, order of the service staff (1 person) & Spanish Wine Educator; coordination, briefing and correspondence with educator & service staff, coordination of all external partners. On site coordination Saturday 15, March until Tuesday 18, March 25.

A list of Certified Spanish Wine Educators will be provided to the awarded company to select one in coordination with ICEX.

In detail, the coordination of the Open Tasting Area means rental of wine glasses including glass breakage & loss, rental and loss of spit tools, rental of 4 additional coolers and ice cubes, drop stops for the bottles. The service staff will be in charge of the Wine handling (reception at the stand delivered from a logistic company in charge of the reception before the fair in Germany like WMS, inventory, cooling of the poured wines on site, preparing the open tasting area, arrangement of approx. 100 bottles, the glasses, spittoons and further equipment such as putting the wine cards into the card holder, if necessary, frequent cleaning of the area, coordination with the glass/equipment supplier on site, dismantling of the tunnel inventory especially the tasting equipment + coordination of equipment pick up on 18 March

1.2. Wine Handling in advance

All the winner wines exposed at the open tasting area will be delivered from the winner wineries in advance, for example to a logistic company like e.g. WMS.

The agency must calculate the coordination with this company as well as the costs that will occur for this service.

We estimate a need of at least 6 bottles of each wine exposed.

1.3. Invitation Management & Communication

The invitation for the Open Tasting Area must be always included in the invitation activities for the Masterclasses done by the agency and the Award Ceremony communication plan of Mundus Vini/Meininger. (see 3.5. Invitation Management & Communication)

Communication Plan for Open Tasting Area (see 4.-Communication Plan)

1.4. Follow up / Report

Report on all aspects of the event (collecting all documents realized by agency, selection of pictures, short report about eco of visitors).

The report must be in English and will be delivered at the end of the activity in order to be able to pay the corresponding invoice.

The agency will have to carry out a continuous budget control throughout the execution of the event prior to the issuance of the invoice.

b) In alternating years with the WfS Awards, thematic wine exhibition as decided

The agency will be in charge of the same activities described in point 2.a) above for the wines to be exhibited in the free tasting area in the years alternating with the years in which the FWS Awards are held and which will be organized with the theme decided by ICEX each year in accordance with the call for wineries and wines published by ICEX for the participation of wineries and wines in this activity.

2. MASTERCLASSES at the TASTING AREA of ICEX/FWFS at ProWein

The awarded agency is requested to organize before and during the fair a total of 6 (8) Masterclasses on Sunday and Monday of ProWein.

In non-WFS AWARD years, there are 8 masterclasses. In WfS AWARD years, there is a prize-giving ceremony and a masterclass for the Grand GOLD winners in each category on Mondays.

The Masterclasses will take place within the booth of ICEX/FWFS which is fully equipped with furniture, audio-equipment and TV Monitor. The maximum capacity is 40 seated persons, some more could attend from the side wall.

The Masterclasses will take place on Sunday (4 MCs) and Monday (Award Ceremony + 3 MCs)

The agency is requested to execute the following tasks:

3.1. Organisation and coordination

Organisation & coordination of all set-up for workshop area in general: waste management, organisation of cleaning utensils, spittoons, coolers, dropstops, napkins, bread, water, glasses, ice for additional wine cooling, booking service staff, water, exhibitor parking ticket and exhibitor tickets for staff (given without cost by ICEX), Coordination and correspondence with commentators, Coordination of external providers.

The agency must take into account and to budget the following costs for each Masterclass:

Rental of wine glasses, glass breakage, rental of spittoons, bread baskets, rental of ice bowls (champagne bowls), ice for coolers, dropstops for bottles, pens, napkins, water from a Spanish water supplier (20 bottles 0,5/ per MC), waste management (by ICEX), cleaning utensils + knife for cutting bread, exhibitor parking permit and exhibitor tickets for staff by ICEX.

The agency should note that the WFS AWARDS ceremony will take place with standing tables that will be provided by the ICEX stand set-up team.

The agency must take into account and to budget and any other cost that has not been taken into account and that the bidding agency considers necessary for its offer

(indicating it to be taken into account) for each Masterclass:**3.2. Attendance at Masterclasses**

Supervisor agency and 2 local service staff. Preparing tasting samples (4 bottles per reference, 8 references per MC, 6 (8) Masterclasses), set-up of tables with 4 glasses per person (including water glass), cleaning all spittoon for each MC + new set-ups, preparing bread-baskets, water, napkins, one pager, coasters, questionnaires (to imprint by agency and digitally provided by ICEX). Pouring of wine, cleaning of tables after each Tasting, dismantling.

Be in charge of registration via Scan-To-Lead System acquired by ICEX.

3.3. Coordination Commentators

Coordination, communication and ordering of commentators for 6 (8) Masterclasses following the price rules of ICEX.

(Masterclass WFS Awards will be done by editorial Team Mundus Vini. No costs for commentators, no coordination costs with commentators).

Costs established for the Masterclass commentators by ICEX are:

- 1 Seminar-tasting one day Master of Wine: **2.300€** all costs included
- 2 different Seminars-Tastings one day Master of Wine: **3.000€** all costs included
- 1 Seminar-tasting one day Expert: **1.500€** all costs included
- 2 different Seminars-Tastings one day Expert: **2.200€** all costs included

Masterclasses contracted with Regulatory Councils will have no component costs as they are paid directly by the CRDOs.

Masterclasses on specific topics proposed by ICEX will be paid from this budget.

Since the number of tastings of Regulatory Councils or the number of ICEX thematic tastings for wineries depends on the final registrations in the call published by ICEX each year for Prowein, the maximum possible cost for the extreme case of having 5 thematic tastings and only 3 of CRDOs whose speakers are not paid from this budget item will be taken into account for this budget item to indicate the cost of the speakers.

Maximum possible budget of commentators:

5 thematic tastings 'maximum at 2.300 €/tasting by Master of Wine = 11.500 €.
+ 5 * 500 € (one overnight flat rate stay maximum per commentator) = 2.500€
Total = 14.000 €

In this way, considering the maximum budget case, we will have enough budget to pay the commentators for any number of tastings that may arise according to the ICEX call for entries.

The surplus budget of speakers resulting from the final tastings and the final cost of each speaker will be used for the communication campaign.

Please calculate the budget for 6 (8) Tastings including coordination costs agency.

3.4. Wine Handling

Wine order and coordination of wine delivery in advance with ICEX and sectors/wineries participating in the Masterclasses. 8 wineries per Masterclass. 6 (8) Masterclasses.

(Masterclass WFS Awards wines will be ordered by Mundus Vini and send to logistic partner in advance).

Wine handling, e.g. with logistic company WMS: reception, inventory, stock, repackaging + water handling with a supplier of Spanish water. 6 (8) Masterclasses x 8 wines x 4 bottles

Labelling of wines for identification of different workshops

Clustering of wines into 6 (8) Masterclasses within wine KUKIS

Delivery of wines, water, promotional material, tasting sheets, questionnaires, etc.

3.5. Invitation Management

a) Invitation Management

The agency is requested to organize the invitation management and to send out several digital mailings, posts and publications (see 4.- Communication Plan) to inform and invite the international visitors of Prowein from the international markets to the ICEX WFS Masterclasses and the Open Tasting Area.

Save the Date: text creation, set up mail, mailing to German market (all professional groups wine sector) and facilitate to ICEX FWFS (see 4.- Communication Plan) and other Commercial Offices

Invitation: text adaption, set up mail, mailing to German market (all professional groups wine sector) and facilitate to ICEX FWFS and other Commercial Offices

Accreditation Mails: text creation/personalized in frequent slots; concept first come first serve

Fee for mailing

Registration via Google-Forms done by agency and uploaded on FWFS website sending a link to ICEX - FWFS ([Upcoming Events Register](#))

Registration at Prowein: Scan to Lead

3.6. Production of Tasting Sheets (PDF Tasting notes and QR-Code One Pager)

Contact, coordination and correspondence to sectors/wineries/ICEX to get the technical information to elaborate 6 (8) pdf tasting notes based on an existing design. Example can be seen here: <https://www.foodswinesfromspain.com/en/upcoming-events/trade-shows-detail-two/prowein-2024/news/tasting-area-masterclasses-with-top-speakers-and-masters-of-wine> (Please see the pdf to download).

Creation of 6 (8) different QR Codes

Creation of 6 (8) x One Pagers connected with the technical data sheets/Tasting notes PDFs for each Masterclass based on data sheets of every wine supplied by the respective sectors or wineries.

Coordination and costs of Imprint of all print material (6-8 one-pager/7x40 pages print outs) and questionnaires black and white (6-8x3x40 pages print outs)

3.7. Follow up and Reports

Report on all aspects of the MASTERCLASSES-TASTINGS PROGRAM (collecting all documents realized by agency, selection of pictures, short report about eco of visitors); for ICEX / WINERIES / CRDOs -Sectors involved

The report must be in English and will be delivered at the end of the activity in order to be able to pay the corresponding invoice

A brief documented report for each MASTERCLASS must be prepared for distribution among the CRDOs contracting tastings or WINERIES participating in thematic tastings.

The agency will have to carry out a continuous budget control throughout the execution of the event prior to the issuance of the invoice.

3.8. Support AWARDS CEREMONY of the WFS AWARDS 24/25 at ProWein 2025

An Award Ceremony in cooperation with Mundus Vini GmbH (Meininger Verlag) at ICEX stand is planned on Monday. The objective is the announcement of the results and the handover of the Top 100 certificates to the award winners in person.

Mundus Vini is in charge of a photographic documentation of the ceremony, providing the photos to ICEX and the award winners.

The agency is in charge of the attention and logistic support of the Ceremony at ProWein and the coordination of the list of attendees invited by Mundus Vini and the Commercial Offices of UK, USA, Japan, Netherlands, Switzerland. Agency is in charge of Scan-To-lead (Messe Düsseldorf) for registration at the booth.

The ceremony will take place on Monday morning at 11 a.m. in the Masterclass/Open Tasting Area and is followed by the tasting of a selection of winner wines that will take place at the Masterclass Area for the international press.

Note: Please budget the number of Tastings/ Masterclasses in brackets separately for the years to come

3. DIGITAL COMMUNICATION CAMPAIGN

The agency is requested to submit a proposal for a digital communication campaign and content creation for the international digital communication campaign of the OPEN TASTING AREA and MASTERCLASSES TASTING ZONE promotional activities to be carried out in the Spanish Pavilion organized by ICEX at Prowein as well as the ICEX Spain Pavilion exhibitors' catalogue at Prowein.

The goal of the digital communication campaign is, to optimize the online advertising strategy to reach the target groups in the markets of the most important Prowein visitor countries and in particular the following target groups,

- buyers from the international wine trade
- international trade press, multipliers and influencers for wines and spirits
- decision-makers and trendsetters in the international Horeca channel such as sommeliers, sommelier associations as well as sommelier and hotel management schools and students of specialized courses and masters (WSET etc.).

in order to maximize the impact and visibility of the promotional activities OPEN TASTING AREA and MASTERCLASSES TASTING AREA as well as the EXHIBITOR CATALOGUE of the ICEX Spanish Pavilion at Prowein.

The proposal will include a proposed calendar for the production of content and publications mainly before and during the promotional activities at Prowein, without forgetting the basic communications afterwards.

The basic invitation tools included in “3.5. Invitation Management” (save the date, invitations, reminders) should be used and integrated in this digital communication campaign.

In this Paid Media proposal for the communication campaign, we indicate below some instruments that we consider mandatory to budget for:

1. **Paid Media of Messe-Düsseldorf/Prowein.**

Promotion activities of ICEX are to be included in the **general promotional activities program of the official website of Prowein**. WWW. PROWEIN.DE Homepage. ICEX will publish the Masterclass-program at the general program on prowein.de. Organised and paid directly by ICEX.

The agency is requested also to send the pdf-tasting notes on time to ICEX so ICEX can publish them on prowein.de and on www.foodsandwinesfromspain.es

The agency is requested to adapt online banner (ICEX- FWFS existing creativity must be adapted in terms of text and size) to the different media.

2. Specialized digital paid media in Germany

Agency is required to quote the cost of Insertion and adaptation of banners in the German digital media:

- Wein + Markt Newsletter,
- Meininger's International Newsletter, and
- Weinwirtschaft Newsletter for the promotional campaign for Germany.

All banners adapted to English with the creativity given by ICEX - FWFS will be linked to the FWFS website <https://www.foodswinesfromspain.com/> in the “Upcoming Events” section.

3. Social Media Campaign

Assignment:

3.1.- Campaign preceding the Prowein fair

The task is the design and execution of a paid SM and advertising campaign is requested to the agency in ICEX Foods & Wines from Spain channels during at least 2 weeks before the fair takes place, with the **goal** to attract wine professionals (trade, press and horeca) to participate in the promotional activities taking place in the ICEX pavilion and visit the exhibitors of the ICEX Pavilion.

Instagram: <https://www.instagram.com/Spainfoodwine>

Facebook <https://www.facebook.com/FoodsWinesFromSpain>

3.2.- Social Media coverage during Prowein

The task will consist of presenting a plan to post in Instagram (stories only) about what it is taking place at ICEX Pavilion and all the activities within to generate interest of wine professionals.

3.3. Final WRAP-UP Reel

Following the event, post event wrap-up reel with the highlights of ICEX participation at Prowein.

3.4.- Estimated budget

The budget dedicated to SM, both the basic ones and the additional ones that the agencies may wish to present, is left free to the agencies, taking into account the total amount for which the bid is submitted, and the objectives proposed.

3.5. Report & Documentation

The agency should deliver a Report with graphic documentation for each activity in the Digital Communication Campaign

WEB SITE www.foodswinesfromspain.com/en/upcoming-events (FWFS)

Dedicated event web page on the foodswinesfromspain.com website, which will serve as the home for all event communications, attendee registration.

The agency is required to budget the necessary contents for the uploading of the

<https://www.foodswinesfromspain.com/en/upcoming-events/trade-shows-detail-two/prowein-2024/event-gallery>

on the FWFS website, which will be in English and German with the corresponding graphic material (photos, videos, news). The final reports of the activities will also be uploaded.

ICEX will provide the awarded agency with the guide to create the contents of each of the sections of Upcoming Events Prowein 2025(tbd):

"HOME, ABOUT, EXHIBITORS, EVENTS and TASTINGS, OPEN TASTING AREA, NEWS, PAST EDITIONS and CONTACT US."

Below is the link as an example of Prowein 2024 which will be adapted and the structure communicated to the awarding agency for Prowein 2025:

<https://www.foodswinesfromspain.com/en/upcoming-events/trade-shows-detail-two/prowein-2024/event-gallery>

FWFS Newsletter - A news item on everything that will happen at Prowein will be prepared once everything is planned and the online information on FWFS is published and will be circulated before the event in the FWFS newsletter.

All the contents produced by the awarded agency are property of ICEX according to the contract to be signed with the awarded agency.

All these contents published in the FWFS PORTAL, as well as the INVITATIONS and SAVE THE DATE etc. created by the agency will be used to be disseminated by the rest of ICEX Büros worldwide and may be used in the international newsletter form FWFS to achieve the ICEX - International campaign effect.

LOGOS

Icex will provide the necessary logos for all the materials needed in the campaign

3. AGENCY PROFILES AND STAFFING REQUIREMENTS

3.1.- Agency profile.

- ICEX is seeking a PR / Event Management / Communication Agency with demonstrated expertise in the German wine, gourmet & gastronomy sector.

3.2- Staffing Requirements of the Agency:

- **Project references** The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing. This technical capability of the agency shall be demonstrated by **submitting examples of works of similar scales and scope, executed in Germany.**

The adequacy and sufficiency of human resources presented by each bidder will be assessed in the document of evaluation in the document 2 "TEAM PROPOSAL" in accordance with the criteria detailed in this detailed in this briefing. To this effect, the Team proposal must be included in the corresponding exclusively in the corresponding TEAM PROPOSAL document and not here.

- **Financial solvency.** All participating Agencies must submit a solvency report that includes the financial accounts for the last three financial years (2021, 2022 and 2023). Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds 120.000 € Where the Agency tendering will be sub-contracting or engaging in a joint venture with another Agency or other Agencies for the purposes of this contract, the financial requirements specified above will apply to the Agencies jointly, not singly.
- **Non-compliance.** Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating Agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting Agencies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, Agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the Agencies involved.

- **Letter of acceptance.** All participating Agencies must submit a letter of acceptance, signed by a legal representative of the Agency, accepting each and every one of the terms and conditions stipulated in these specifications.

The requirements are mandatory. Agencies that do not comply all the requirements, will be excluded.

However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, providing documentation that legally demonstrates the stated relationship.

4. CONTRACT TERM, APPLICABLE LEGISLATION AND JURISDICTION

3.1. Contract Term

The contract will be in force from the date of signature until the end of April 2025 when all services described in the contract are scheduled to be completed.

A maximum of 4 (four) renewals of the main contract will be considered provided that a budget is approved each year for this purpose.

Renewals cannot be tacit.

Price revisions will not be allowed.

Each renewal will be signed by both parties.

3.2. Applicable Legislation and Jurisdiction

- a. **Campaign contract.** Once the successful Agency has been selected, a **contract will be signed between ICEX and the Agency** (hereinafter referred to as the Contract) which will include copyright and intellectual property clauses, activities to be carried out, payment terms and conditions, and other details.

A model contract is attached as an appendix and will be completed with the winning agency's offer. Participation in this competition implies acceptance of this model contract.

- b. **Applicable legislation.** 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.

5. CONTRACT BUDGET

Base tender budget.

The total **maximum available budget** for the contract is € **80.000,00 EUR** (excluding taxes), inclusive of Agency fees, and any third-party expenses.

Contract Budget:

- Max. Budget contract € **80.000 EUR** Taxes excluded.

Extensions Budget:

- Max. Budget per extension will be € 80.000 EUR Taxes excluded.

Under no circumstances can the budget for each campaign be exceeded. The economic proposal will be considered based on offered prices, excluding taxes, which must be clearly described and separated.

Estimated value of the contract.

The total estimated value of the contract considers the value of the first contract (2024) and the value of its possible extensions (2025 -2028), excluding any applicable taxes.

According to the latter, the total estimated total contract value of these contracts is of a maximum of €400.000,00 EUR,

Contract. (2025)	€ 80.000 EUR
First Extension (2026)	80.000 EUR
Second Extension (2027)	80.000 EUR
Third Extension (2028)	80.000 EUR
Fourth Extension (2029)	80.000 EUR

6. BILLING, PAYMENTS AND REPORTING

The awardees will be entitled for payment of the agreed prices of the services/works accomplished in accordance with the contractual agreement.

Administrative requirements for billing and substantiating the execution of activities:

ICEX will expect to be invoiced once each activity involved has been completed and approved.

In the contract, the parties may agree on a schedule of payments per block of activities of this tender after verification of the completion of the activities.

Services provided by Germany-based Agencies are subject to the reverse charge and **will not attract VAT**, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of Germany VAT.

Payments will be made after the completion of the activities as agreed in the contract and upon delivery of reports with graphic support.

A final report will also be required, containing material relating to and photographs of all the activities carried out.

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

ICEX does not pay any advances. The assignment of the contract is not allowed.

Should any of the planned activities/services not be carried out the budget allocated to the respective activity/service will be deducted from the overall budget.

Replacement activity/service, of a similar nature to and up to a maximum cost of the activity that has been cancelled will need to be agreed prior to implementation and it may be necessary for the contract to be amended accordingly via an Appendix.

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,

Wines From Spain Dept.

Jägerhofstr. 32

40479 Düsseldorf (Germany)

7. CONTENT OF PROPOSALS

Participating Agencies must submit three separate documents.

Document 1. Staffing Requirements of the Agency

- **Project references** The Agency must have the human and material resources necessary for the successful implementation of the project outlined in this briefing. This technical capability of the agency shall be demonstrated by **submitting examples here in Document 1 of works of similar scales and scope, executed in Germany.**

The adequacy and sufficiency of human resources presented by each bidder will be assessed in the document of evaluation in the document 3 "TEAM PROPOSAL" in accordance with the criteria detailed in this detailed in this briefing. To this effect, the proposal must be included in the corresponding exclusively in the corresponding TEAM PROPOSAL (document 3) and not here.

- **Financial solvency.** All participating Agencies must submit a solvency report that includes the financial accounts for the last three financial years (2021, 2022 and 2023). Financial solvency will be deemed established when the annual turnover, based on the best year of the last three (3) financial years available, and depending also on the date on which the tenderer was incorporated or commenced trading and the date on which the tender was submitted, equals or exceeds .120.000 € Where the Agency tendering will be sub-contracting or engaging in a joint venture with another Agency or other Agencies for the purposes of this contract, the financial requirements specified above will apply to the Agencies jointly, not singly.
- **Non-compliance.** Failure to comply with any of the requirements set out in this section will result in the disqualification of the Agency in question. However, ICEX allows participating Agencies to demonstrate compliance with the requirements set out in this briefing by subcontracting Agencies that do fulfil those requirements, by setting up joint ventures or by entering into other business cooperation agreements that make it possible to show compliance with the solvency conditions specified. In this case, Agencies must clearly indicate in their bid whether or not they are using any of these options to fulfil the requirements set out in these specifications, as well as provide documentation that legally demonstrates the scope and commitment of the relationship between the Agencies involved.
- **Letter of acceptance.** All participating Agencies must submit a letter of acceptance, signed by a legal representative of the Agency, accepting each and every one of the terms and conditions stipulated in these specifications.

The requirements are mandatory. Agencies that do not comply all the requirements, will be excluded.

However, it is possible to comply with the requirements through subcontracting or joint ventures, among others, providing documentation that legally demonstrates the stated relationship.

Document 2.- Technical proposal (in PDF format).

All applicants must submit a detailed proposal for the **Wines from Spain Promotions Activities at PROWEIN Campaign** excluding any reference to price, and a work plan in line with the above strategy and objectives.

Proposals that include economic details of project fees in this Document “Technical proposal” will not be considered and will automatically be excluded from the tender process.

If the proposal submitted simply states that the Agency can meet some or all the requirements but does not provide information or detail on how they will do so, the technical proposal will be assigned a score of 0.

Document 3.- Team Proposal. (MS Excel file + PDFs) + Financial Proposal (MS Excel file).

The dossier must detail the human resources available for the project. In its proposal, the Agency must provide details of the team of employees to be assigned to this contract (hereinafter referred to as the Team), specifying the professional qualifications and previous projects undertaken by Team members, as well as a description of the functions and tasks to be performed, so as to ensure that the Team has sufficient resources and is capable of carrying out the tasks required by the campaign.

The requirements set out in this section are mandatory, and Agencies that do not propose a team that meets all these requirements will be excluded. While the Agency may meet the requirements set out in this briefing through subcontracting, joint ventures or other business cooperation arrangements, the proposal must give clear details of which functions are to be provided via subcontracting.

The role of each team member assigned to the campaign's different programme areas must be **clearly** specified here. In addition, their **detailed** CVs must be included in the proposal.

Should any member of staff assigned to our account leave the project during the term of the contract, they must be substituted by a person of at least the same qualifications.

The Agency must designate a primary contact person who is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, as represented by the Office. It is expected that all key team members assigned by the Agency to each of the contracts have specific knowledge of and professional expertise in promotional activities similar to those covered by this bidding process and remain as part of the team for the duration of the contract period.

Staffing team must consist of a minimum of three different members, with each member exclusively responsible for only one of the following roles:

- **Senior Agency Manager:** Senior Agency member exclusively responsible for the planning, organisation, and overall implementation of the programme.
This person should have a minimum 5 (five) years of verifiable experience in senior management positions.
- **Senior PR Events Manager:** Agency member exclusively responsible for the planning and implementation of the organizations and actions described in the Technical Specifications of the briefing. Will be responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX.
Must have a minimum of 3 (three) years' experience.
- **Senior Social Media Manager** designated team member, with a minimum of 2 (two) years' experience in social media marketing campaigns.

Financial Proposal. All participating Agencies must submit a financial proposal in EUR, including a detailed project budget and a breakdown of all costs, as per the table in Annex III (Excel file) of this brief. Proposals that exceed the base tender budget excluding taxes, will not be considered.

8. PRESENTATION OF PROPOSALS

- Invitation to tender.** ICEX, represented by the Spanish Economic and Commercial Office in Düsseldorf, will published on the <https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/DE/inicio>
- Submission of proposals.** Agencies wishing to take part in the tender process must send the following documentation, in digital format, **to the following e-mail address ONLY:**

tenders@icex.es, by 09:00 am CET on **November 13th, 2024**. Proposals not submitted by the deadline will automatically be excluded.

- i. **Electronic files.** The bid must be presented in three separate electronic files, and the contents of these files must be as detailed in these general conditions. All files must be in digital format (PDF and MS Excel) only. Neither the e-mails nor the individual files sent as attachments may exceed 4MB in size. In the case of larger files, participating Agencies must use a previously verified file transfer service (e.g., WeTransfer, Dropbox or similar). They will be opened sequentially.
- ii. **Costs.** All costs incurred by the participating Agencies in the preparation of proposals, submissions and quotations will be borne by the Agencies themselves. Bid submission will not entail the payment of any fee or the reimbursement of any expenses by ICEX.
- iii. **Language.** Proposal must be written and submitted in English, in English/Deutsch or in Spanish.
- iv. **Acceptance of terms and conditions.** Submission of a proposal and participation in this tender implies the express acceptance of all clauses contained in these terms and conditions by the participating Agency.
- c. **Modification of proposals.** Once a proposal has been submitted, ICEX will not accept the submission of any modifications, additions, or corrections, unless such modifications, additions or corrections are in response to a clarification requested by ICEX.
- d. **Clarification of proposals.** ICEX may invite participating Agencies that comply with the administrative requirements of this tender document to clarify specific aspects of their technical or financial proposals. This must be done in writing.
- c. **Conformity of proposals.** All Agencies submitting a proposal should be aware that ICEX's Contracting Department will review the documentation submitted by each Agency to ensure compliance with all the requirements set out in this tender document (document 1). Failure to comply with any of the requirements set out in this tender document will result in the disqualification of the Agency in question.
- f. **Evaluation of proposals.**

Agency Requirements (Document 1) will be evaluated first.

Once it has been verified that the participating Agency complies with all the requirements set out in these specifications, Document 2 (Technical Proposal) will be opened, evaluated, and assigned a score.

Then Document 3 (Team Proposal and Financial Proposal) will be opened, evaluated, and assigned a score.

Therefore, the financial proposal will not be known until this final stage.

g. **Selection of the Agency to be awarded the contract.** A decision will be taken as soon as possible after the published deadline for the submission of proposals. All participating Agencies will be notified of the decision by e-mail, and that decision will be published on the on the Düsseldorf's Office website, to enable the successful Agency to commence work as soon as possible.

h. **Vertrag**

"Once the tender has been awarded and the winning agency has been notified of the result, the contract for the execution of the planned activities may be signed.

The contract will always be executed with the corresponding prior budgetary approval by ICEX Madrid Central Services, and its signature is conditional upon compliance with all formal and economic requirements of ICEX internal processing".

Contrato

"Una vez adjudicado el concurso y notificado el resultado a la agencia ganadora, podrá procederse a la realización del contrato para la ejecución de las actividades previstas.

El contrato se realizará siempre contando con la correspondiente aprobación presupuestaria previa por los Servicios Centrales de ICEX Madrid, y su firma queda condicionada al cumplimiento de todos los requisitos formales y económicos de tramitación interna de ICEX."

h. **Queries and Contact persons.** Queries regarding this tender must only be addressed in writing, by emailing tenders@icex.es by **09:00 CET on November 8th, 2024**. In the interest of fairness, questions posed by participating Agencies, as well as the answers provided by ICEX, may be shared with all other participating Agencies.

9. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria

TABLE 1. Evaluation criteria			
Evaluation Criteria		Scores (maximum)	
DOCUMENT 2. TECHNICAL PROPOSAL:			45
<p>ICEX will award a maximum of 45 points to the quality of the proposed Content Plan. ICEX will assess the quality of the plan being proposed and the degree to which it effectively meets the aims of the activity; the quality, viability and reach of the specific initiatives proposed and the means by which it is proposed the objectives set be met. ICEX will award points to each of these elements as follows:</p> <p>Overall assessment (alignment with the campaign objectives, etc.) of the activities in the promotional campaign within the maximum budget assigned.</p> <p>The technical proposal provided will be assessed as follows:</p>			
<p>Non-compliant. The proposal does not meet the basic requirements and/or lacks the basic information or details that would allow it to be appropriately evaluated.</p> <p>Partially compliant. The proposal shows that the Company meets some, but not all, of the requirements and/or does not provide sufficient information or detail on how it will do so.</p> <p>Fully compliant. The proposal states that the Company can fulfil all the stipulated requirements and provides the necessary information and details on how it will do so.</p> <p>Exceeds the requirements. The proposal proves that the Company is able to fulfil all the stipulated requirements, provides detailed information on how it will do so and excels in presenting actions or approaches that add value.</p>	<p>0% of the maximum score</p> <p>50% of the maximum score</p> <p>75% of the maximum score</p> <p>100% of the maximum score</p>		

2.1. TECHNICAL PROPOSAL:		40	
Open Tasting Area		14	
Evaluation of Proposal for Preparation & coordination of the OPEN TASTING AREA and set up. The strategy and time planning for the implementation of the OPEN TASTING AREAS plan will be subject to assessment. Technical quality of the proposed activities, the set of procedures and means applied for the implementation of the proposed activities, i.e. the professional level of preparation, implementation and monitoring of the activities and the effectiveness of the proposed activities in achieving the objectives will be assessed. Points 7		7	
Evaluation of Wine Handling in advance proposal The logistical approach: reception, storage, labelling and handling of the wines. Points 6		6	
Follow up / Report Technical quality of the summary documentation of the report will be evaluated: *Documentation Points 0.5 * Results of the activities: attendance, attendance analysis with organisational and commercial conclusions Points 0.5		1	
Masterclasses Program		14	
Evaluation of Proposal for preparation & coordination of the MASTERCLASSES PROGRAM: The strategy and time planning of the implementation of the Masterclasses plan will be subject to assessment. * Technical quality of the proposed activities, the set of procedures and means applied for the implementation of the proposed activities, i.e. the professional level of preparation, implementation and monitoring of the activities and the effectiveness of the proposed activities in achieving the objectives will be assessed. Points 2		2	

Evaluation of the quantity and quality of support team for the attention of the master classes

The following will be evaluated

* The proposal of the table service team and wine presentation of:
Points 1

* The qualification of the personnel for the service of the tastings with the maximum score of
Points 2

* The logistical approach: reception, storage, labelling and handling of the wines.
Points 4

7

Evaluation of Invitation Management Proposal

- The effectiveness and efficiency of the activities proposed to achieve the objectives of inviting professionals to attend tastings, and promotional activities will be evaluated

-

* Recruitment and invitation activities
Points 1

* Quality and depth of the proposed sample of the invitation contact database.
Points 2

3

Evaluation of Follow up / Reports proposal

Technical quality of the summary documentation of the report will be evaluated:

* Documentation of all tastings
Points 1

* Results of the activities: attendance, attendance analysis with organizational and commercial conclusion
Points 1

2

Digital Communication Campaign

12

Evaluation of Paid Media Proposal

The adequacy of the online media proposed for the campaign for the insertion of the banners, or any other instrument proposed to achieve the following objectives will be evaluated with the maximum score indicated below:

- a) Attracting international trade visitors for the registration on the FWFS upcoming events Prowein web form

8

<p>b) Achievement of maximum visibility of the masterclass program with WfS awards and free tasting area on a international level.</p> <p>Quality / suitability of the proposed online media, excluding the obligatory media indicated in the briefing.</p> <p>Points 8</p> <p>Evaluation of SOCIAL MEDIA Campaign proposal: The specific international digital strategy to be implemented in SOCIAL MEDIA will be evaluated in order to achieve the following objectives:</p> <p>a) To achieve máximo international visibility b) Maximise visits to the FWFS Upcoming events Prowein web site to attract international professionals as well as registrations for promotional activities.</p> <p>Points 3</p> <p>The proposal of a follow-up report and analysis of the social media campaign Will be evaluated in order do draw conclusions on results and proposals for improvement to be applied in the following years.</p> <p>Points 1</p>	4		
<p>2.2.- TECHNICAL PROPOSAL Innovations and improvements</p> <p>ICEX will evaluate the innovations or improvements contained in the Technical Proposal</p> <p>ICEX will assess those elements of the proposal that involve notable innovations or improvements in terms of the design and/or execution of the Campaign / Activity (e.g., proposals for novel content, innovative forms of communication and other elements not covered in this brief).</p> <p>These innovations may not involve additional costs or exceed the amount of the tender.</p>		5	
<p>DOCUMENT 3. TEAM AND FINANCIAL PROPOSAL:</p>			55
<p>Doc.3.1 Financial proposal</p> <p>Bid price scoring will be assigned according to the following criteria (only for bids not considered disproportionate or anomalous):</p> <p>- Most economical offer receives maximum score.</p>		30	

- Rest of the offers will have the following formula applied:
points per offer =
(price of the most economical offer / price of each offer) x
maximum score (10).
- The Company must present the budget clearly according to the table in Annex III.

Doc 3.2.- Professional team assigned to the project

Senior Company Manager: Senior Company Manager member exclusively responsible for the planning, organisation, and overall implementation of the programme. This person should have a minimum 5 (five) years of verifiable experience.
5 years' experience minimum requirement = 0 points
1 point per additional year, up to a maximum of 12 points.

Senior Event Manager: Company member exclusively responsible for the planning and implementation of the organizations and actions described in the Technical Specifications of the briefing. Will be responsible for all reporting and accounting to ensure compliance on a timely basis with ICEX. Must have a minimum of 5 (five) years' experience in organising skills in activities of the scope of this Tender.

5 years' experience minimum requirement = 0 points

1 point per additional year, up to a maximum of 8 points.

Senior Social Media Manager designated team member, with a minimum of 2 (two) years' experience in social media marketing campaigns

2 years' experience minimum requirement= 0 points
1 point per additional year, up to a maximum of 5 points.

TOTAL

25

12

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5

100

- **Abnormally low bids.** Financial proposals will be evaluated to determine whether or not they may be considered disproportionate or abnormal. Bids will be considered abnormally low if

(a) they are 20% lower than the maximum budget permitted, when fewer than three tenders are presented, or if

(b) they are 10% lower than the average of all the bids submitted in the case that there are three or more tenderers, the highest price being excluded for the calculation of said average.

When a bid is considered to be abnormally low, the participating Agency will be asked to justify its bid and its terms and conditions within seventy-two (72) hours of receiving ICEX's notification. Once the claim has been received or this period of time has lapsed, ICEX will decide, if necessary and having obtained technical advice, whether or not the bid is to be considered abnormal and may exclude it accordingly.

This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

- **Tie-breaking criteria.** In the event of a tie in the points obtained by two or more tenders, this will be resolved by applying the social criteria indicated below, and in the order specified. These will apply to staff working for the Agency at the time of the deadline for the submission of proposals. The documentation supporting the tie-breaking criteria referred to in this clause must only be provided if a tie occurs, and not beforehand.
 - Highest percentage of workers with disabilities or who are in a situation of social exclusion in the workforce of each of the tied Agencies, with priority given, if the percentages are equal, to the Agency with the highest number of permanent workers with disabilities, or the highest number of socially excluded workers.
 - Lowest percentage of temporary contracts within the workforce of each of the tied Agencies.
 - Highest percentage of women employed by each of the tied Agencies.
 - If it is not possible to break the tie using the above criteria, lots will be drawn.

10. HIRING AWARD COMMITTEE

Members of the Hiring Award Committee

Chair	María Naranjo	Director - Foods & Wines from Spain. ICEX Headquarters
Substitute	Salomé Martínez	Deputy Director - Foods & Wines from Spain. ICEX Headquarters
Committee member	Sonja Overhage-Mrosk	Deputy Head of Wines from Spain. ICEX Germany
Substitute	Jose Cases Pey	Head of Department – Industry Goods - ICEX Germany
Committee member	Lidia Escribano García	Head of Department - Foods & Wines. ICEX Headquarters
Substitute	Lucía Bilyk	Deputy Head of Department – Foods & Wines. ICEX Headquarters
Committee member	Manuel Uzcanga	Head of foods from Spain. ICEX Germany
Substitute	Antonio Martinez Cestero	Head of the Department – Habitat from Spain - ICEX Germany
Secretary	Pedro Patiño	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias	Member of the Procurement Department. ICEX Headquarters

11. OBLIGATIONS

In terms of project management, the point of contact for the Agency will be the Spanish Economic and Commercial Office in Düsseldorf. In terms of invoicing, special care must be taken regarding the aspects established in clause 6, following the guidelines set by ICEX and adhering to the conditions established in the contract.

- a. **Technical quality.** The Agency will be responsible for the technical quality of the work and services performed over the course of this contract. The Agency will also be liable for the consequences of any errors, omissions, inadequate methodology or incorrect conclusions in the execution of the contract that may affect ICEX or third parties. Specifically, the consultant will be responsible for:

- ✓ Ensuring that both the implementation and the results of the work contracted comply with ICEX's quality specifications.
- ✓ Compliance with the deadlines agreed with ICEX in each case.

- ✓ Any omissions, errors, incorrect conclusions, or inadequate methodologies during the term of this contract.
- ✓ The staff forming part of the project team appointed to carry out the work stipulated in the contract. The Agency will bear sole responsibility for the conduct and work undertaken by the team working on the contract.
- ✓ The processing of the information and data made available to it.

- b. **Copyright and information rights.** All intellectual or industrial property rights in the work created by the Agency and all the information gathered by it in connection with the contract shall belong to ICEX.

The Agency shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as said claim is based on the allegation that the work carried out by the Agency within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

The Agency is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services.

The Agency shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The Agency shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the Agency or subcontracted by it.

The Agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.

This obligation shall remain in force both during and after the end of the activities to which the contract relates, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status.

Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the Agency for any liability that might be applicable.

- c. **Confidentiality.** The Agency accepts the obligation to maintain professional secrecy with regard to the information and documentation provided by ICEX for the performance of the services. This obligation will remain in force both during and after completion of the activities covered by the contract, until such time as said information enters the public domain or for any other legitimate reason ceases to be confidential. This clause does not apply to information which (i) is in the public domain, (ii) is already known to the party receiving it, (iii) is disclosed pursuant to a court order or legal obligation.

- i. The Agency will only grant access to confidential information to those persons who require access to it in order to carry out the activities and services foreseen in the contract. The Agency will be responsible for ensuring compliance with the confidentiality obligations by its staff and by persons or entities working in collaboration with the Agency or subcontracted by the Agency.
- ii. The Agency also undertakes not to use confidential information belonging to ICEX and to which it has access for its own or private purposes or for any other purposes.
- iii. Failure to comply with the above obligations will entitle ICEX to institute civil or even criminal proceedings against the Agency for any liability it may incur.

12. CANCELLATIONS AND TERMINATION

Force Majeure or restrictions imposed by the Authorities. The parties will not be responsible for the damages and losses caused to the other party because of delays or breaches of the contract due to force majeure or restrictions imposed by the Authorities. The duties of the contract will be considered suspended for as long as the situation of force majeure or restriction lasts, and the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

In any case, the party that has knowledge of these facts must inform the other as soon as possible so that said duties are suspended or that the measures deemed appropriate are adopted. If the cause of force Majeure or restriction extends in time for more than three months, either party will be entitled to request the termination of the contract without having to indemnify the other party for it.

Cancellation or postponement of events. In the event an activity is not held, ICEX shall solely satisfy the expenses incurred by the Agency from the date of signature of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the Agency must submit all documentary invoices of the expenses incurred up to that date.

In the event that an activity is postponed, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible.

Termination. ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the Agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the Agency are not met, or in the case of any breach of the obligations set out in the contract. This will be without prejudice to any additional claims for damages.

13. MODIFICATIONS OF THE CONTRACT

Once the contract has been formalised, the modifications considered necessary for its correct execution may be agreed, as long as they do not alter the global nature of the initial contract or imply a substantial modification.

In all cases, the successful tenderer shall provide in writing, at ICEX's request, proof of the pertinent technical, financial, or other requirements prior to any modification of the contract. The modification must be previously approved by ICEX, and the corresponding contract drawn up and signed.

14. EUROPEAN FUNDING

The activities contemplated under this briefing may be subject to European Union's financing through the European Regional Development Fund (ERDF).

The successful tenderer will be obliged to comply with the information and advertising 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 with the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem must appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.
- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: the emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto "A way of making Europe".

15. ORGANISATIONS

- a. **ICEX España Exportación e Inversiones, E.P.E.** is a public business entity attached to the Spanish Ministry of Industry, Trade and Tourism It is represented in Germany by the Spanish Economic and Commercial Office in Düsseldorf. ICEX's mission is to promote Spanish exports, support the international expansion of Spanish Agencies and promote foreign investment in Spain.

- b. **The Spanish Economic and Commercial Office in Düsseldorf** is responsible for promoting trade and investment between Spain and Germany within its sphere of competence.

Düsseldorf, on the date of signature

ICEX Board of Directors
By Delegation (Resolution dated 30 September 2021) Official State Bulletin (BOE)
of 11 October 2021

Manuel Ledesma

Head of the Economic and Commercial Office
SPANISH ECONOMIC AND COMMERCIAL OFFICE IN DÜSSELDORF