



ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN DÜSSELDORF

Dirección: Jägerhofstr. 31
40479 Dusseldorf
E-mail: tenders@icex.es

Date: December 19, 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
**Closing: January 20, 2026 17:00 Central
European Time (Düsseldorf)**

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Düsseldorf
Contract number	X027-30-2025
Proposal's request	The purpose of the contract is to provide professional services for the architectural, construction, or artistic design of a 150 m ² temporary installation in the park adjacent to the Instituto Cervantes in Frankfurt, including management, technical production, operational coordination, international logistics, assembly, and dismantling. The installation must be fully built and open to visitors by April 20, 2026.
Timing, dates and number possible of renewals	Signed date until June 30 th 2026 with no extensions. The installation must be fully built and open to visitors by April 20, 2026.
Max. budget for contract excluding renewals	€ 413.000 (Four hundred and thirteen thousand euro), tax excluded
Qualifying prerequisites	<ul style="list-style-type: none"> - Financial solvency: financial accounts for the best of the last three years and minimum of € 413.000. - Technical solvency: proven international track record in projects related to events, exhibitions, and ephemeral architecture developed in its country of origin and in other countries during the past three years. - Team requirements: a minimum of two staff members and a designate primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical (max 70 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none"> - The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by January 20, 2026, at 17:00 p.m. (CET, Düsseldorf time) All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: <ol style="list-style-type: none"> 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) 3. Financial offer (price)
Contact for questions	Only written questions by email before January 16, 2026 15:00 Central European Time (Düsseldorf) to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Düsseldorf, invites companies to submit their proposals for the architectural, construction, or artistic design of a 150 m² temporary installation in the park adjacent to the Instituto Cervantes in Frankfurt, including management, technical production, operational coordination, international logistics, assembly, and dismantling. The installation must be fully built and open to visitors by April 20, 2026.

ICEX (www.icex.es) is a Spanish public organization, established in 1982, whose main purpose is to promote the internationalization of the Spanish economy. ICEX depends on the Ministry of Economy, Commerce and Business of the Government of Spain (www.mineco.gob.es), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

As part of the international promotion campaign for Spanish architecture and construction materials, ICEX Spain Trade and Investment is organizing the participation of a Spanish materials installation within the activity program of the Frankfurt RheinMain Region World Design Capital 2026. Under the theme “Design for Democracy. Atmospheres for a Better Life,” this international event aims to showcase how design and architecture can serve as tools for the collective good, focusing on innovative and sustainable projects.

Spain will celebrate the Gaudí Centennial 2026 with a temporary installation of 150 m² in the park adjacent to the Instituto Cervantes in Frankfurt. Conceived as a meeting point between creativity, innovation, and sustainability, it represents an opportunity to showcase to the world the excellence of Spanish materials. The project aligns with the values of the New European Bauhaus — more beautiful, more sustainable, more inclusive — and is conceived with a travelling spirit, designed to be dismantled and taken to other countries as an ambassador of our material culture and of the transformative capacity of Spanish design.

The installation will be the result of a collaboration between ICEX, the Spanish companies providing materials for the project, and a specialized technical team responsible for coordinating production, international logistics, and the cultural activation of the installation. The goal is to ensure that Spanish materials are presented not only as a construction material but as a living expression of identity, innovation, and future vision. It will be a space to discover, be inspired, and experience how Mediterranean tradition dialogues with contemporary challenges, projecting Gaudí’s legacy to new global audiences and reinforcing Spain’s position as an international reference in creativity, industry, and urban culture.

The contract covers the provision of professional services for the management, technical production, operational coordination, international logistics, assembly, and dismantling of this temporary installation, as well as the development of its architectural, construction, or artistic design. This design phase will be carried out under the guidance, supervision, and approval of ICEX, in order to ensure that the final concept properly meets the strategic objectives of the initiative — the promotion of the Spanish sector and alignment with the Gaudí Centennial 2026 —

as well as the technical, functional, and operational requirements necessary for its implementation and international travel. The proposal shall create a compelling narrative that blends Mediterranean tradition, contemporary values, and Gaudí's legacy. It should also be aligned with ICEX's cultural mission and its goal of serving as an ambassador for Spanish design.

This installation will serve as a venue for various promotional activities from other sectors, and therefore it must function as a space capable of hosting diverse events, ranging from musical performances to fashion shows.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The company will be in charge of:

- 2.1.** Conceptualization and construction / Production of the installation including illumination. Design and geometric development of the installation.
On-site assembly: including licenses, insurance, personnel, assembly supervision, and per diems or travel expenses if required.
Audiovisual documentation in a making-of format that comprehensively captures the creative process and the production phases of the architectural project until it is fully assembled on site (up to 15 minutes in its edited version).
Dismantling and packaging.
Logistics / transport: including the mechanical equipment necessary to move the packages and/or structures.

As it is an outdoor installation, a solution must be provided to cover it when necessary in order to ensure that the scheduled events can take place.

It is not necessary for the proposal to specify the Spanish manufacturing brands participating in the project. This final selection may be made once the contract has been awarded. If necessary, ICEX will facilitate communication with the manufacturers of the materials selected by the successful bidder.

Plans of the space are available upon request via e-mail at tenders@icex.es. We can provide the following plans: The garden, where the installation will be built, and the auditorium, which provides access to the garden from the main building.

- 2.2.** Bids that do not include all the activities / tasks requested in the briefing will be automatically excluded.

3. TERM AND EXTENSION OF THE AGREEMENT

- 3.1. Term.** The described services in the contract will run from the date the agreement is signed by both parties until June 30th 2026.

- 3.2. Extension.** This Agreement will not be renewed

4. BUDGET

4.1. Maximum Budget (all tax excluded): the maximum budget for the execution of the project will be € 413.000 (Four hundred and thirteen thousand euro Bids will be made in Euro **excluding taxes**.

However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.

4.2. Estimated contract value: The estimated total contract includes the value of the contract and the value of its possible extensions of its modifications, excluding any applicable taxes. According to the latter, the total estimated total contract value of this contract is of a maximum of € 413.000 (Four hundred and thirteen thousand euro excluding taxes).

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

5. PAYMENTS AND INVOICES

5.1. Contract Amount. Only the activities, budgets and procedures included in the Contract will be binding for the Parties. No expense on behalf of ICEX can be incurred by the company before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic & Commercial Office of Spain in Düsseldorf.

5.2. Payment currency. Payments to the company will be made in the currency of the Contract, which is **Euro**. Any currency exchange costs will be borne by the bidder.

Payment schedule. ICEX will ensure the following Payment Schedule

- 25% of the total amount, upon delivery and approval of the final technical project, including final design, drawings, technical report, schedule, and list of materials. 50% of the total amount, once the installation has been fully assembled at the designated location and verified by the client.
- The remaining balance, upon completion of the activity related to the installation

5.3. Invoice details. All the invoices should be addressed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Number: ES-Q2891001F

But **dispatched to:**

Spanish Economic and Commercial Office,
Jägerhofstr. 32
40479 Düsseldorf (Germany)

The Company's invoice will contain the following elements:

Company letterhead / logo
Address

Date
Invoice number
VAT number
Description of the item/s
Total amount due

6. REQUIREMENTS

- 6.1 Financial solvency requirements.** All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of € 413.000, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in projects related to events, exhibitions, and ephemeral architecture developed in its country of origin and in other countries.
The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in its country of origin and in other countries.
- 6.3 Team requirements.** The role of each team member assigned to this project shall be specified in the tender. In addition their curriculum vitae must be included in the proposal. The company must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, represented by the Economic and Commercial Office.

A minimum of 2 staff members assigned to this project is expected.

Team Leader: verifiable experience in ephemeral construction, exhibitions, stands, temporary structures, or similar works, as well as construction of complex geometries and technical solutions. Ability to coordinate multidisciplinary teams (structural engineers, lighting designers, production teams)

Architect: verifiable experience in ephemeral architecture, exhibition design, stands, temporary structures, or similar works, as well as architectural or artistic design, including the development of complex geometries and technical solutions

The company will notify the Economic and Commercial Office of any changes to the team that may have an impact on the development of the project. Any member leaving the team will have to be replaced with a person that meets the requirements of this briefing. The company team will regularly hold meetings with the team of the Economic and Commercial Office in Düsseldorf to monitor the development of the project. These meetings can be held via videoconference.

- 6.4 Assignment.** The assignment of the contract is not allowed.

7. EVALUATION CRITERIA

- 7.1. Evaluation criteria.** All proposals will be evaluated and compared on equal terms using the following criteria and weighting:

EVALUATION CRITERIA		Scores (Max.)
I. Price competitiveness of the tender		30
<p>The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.</p> <ul style="list-style-type: none"> Financial Proposals that exceed the maximum available contract budget will not be considered. 		
II. Technical Proposal		70
<ul style="list-style-type: none"> ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the events, assigning points to each of the components of the Technical Proposal, as described below. Technical Proposals that do not receive at least 35 points in this section will be automatically excluded. 		
1) Adequacy and Suitability of the Proposal as a Whole (55 points)		
Aspects to be Assessed	Evaluation Elements	Maximum Score
1. Conceptual Strength and Narrative Coherence	Assessment of how well the proposal: Interprets and develops the theme “ Design for Democracy. Atmospheres for a Better Life. ” Reflects the values of the New European Bauhaus (beautiful, sustainable, inclusive). Connects meaningfully with the Gaudí Centennial 2026 in a contemporary, non-literal way. Articulates a compelling narrative that highlights Spanish creativity, material culture, and innovation	15
2. Creative and Innovative Use of Spanish Materials	The proposal demonstrates knowledge of the Spanish construction materials sector and its potential for creative and innovative uses in architecture and design. Evaluation of originality and expressiveness in the use of Spanish construction materials and technical and aesthetic demonstration of the potential of Spanish materials.	10
3. Technical, Constructive, and Sustainability Feasibility	The proposal will be assessed by the following aspects: Technical rigor - clarity of preliminary constructive solutions, and safety considerations. Suitability of the proposal for the outdoor site adjacent to Instituto Cervantes Frankfurt. Integration of sustainability criteria: life cycle, low environmental impact, modularity, reusability. Compliance with applicable regulations and international standards.	10
4. Versatility of the installation allowing its use as a venue for different types of events	The proposal will be evaluated based on the versatility of the installation and its suitability for use across different types of events.	10
5. Portability and Capacity for International Itinerary	Evaluation of the project’s ability to: Be efficiently dismantled, packed, transported, and reassembled in other countries. Maintain structural quality and experiential consistency in its itinerant format. Use modular, lightweight, or logistically efficient systems.	5

<p>6. Cultural, Social, and Experiential Value</p> <p>2) Team (15 points)</p> <p><u>Team Leader:</u> For having more than the minimum 5 years of verifiable experience in ephemeral construction, exhibitions, stands, temporary structures, or similar works, as well as construction of complex geometries and technical solutions. Ability to coordinate multidisciplinary teams (structural engineers, lighting designers, production teams): 1 point per additional year, up to a maximum of 10 points.</p> <p><u>Architect:</u> For having more than the minimum 2 years of verifiable experience in ephemeral architecture, exhibition design, stands, temporary structures, or similar works, as well as architectural or artistic design, including the development of complex geometries and technical solutions: 1 point per additional year, up to a maximum of 5 points.</p>	<p>Evaluation of the proposal's ability to generate visitor engagement, inspiration, and meaningful experiences, its potential as a tool for cultural activation and as an ambassador of Spanish design and contribution to the objectives of the World Design Capital Frankfurt RheinMain 2026.</p> <p>5</p>	
TOTAL		100

The elements of the proposals - other than price and automatic criteria- will be scored as follows:

0% of allocated points	Not enough information
1% up to 25% of allocated points	Almost adequate
26% up to 50% of allocated points	Adequate
51% up to 75% of allocated points	Very good
76% up to 100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. Proposal content. Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial Proposal)**, as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

8.2. Document 1: Administrative Requirements (PDF file). All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than € 619.500 in the best of the last three years.

- Bidders must clearly state in their offer if they use any of these options (joint ventures, subcontracting) to meet the requirements providing documentation that legally demonstrates the extent and seriousness of the relationship.
- **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 will 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 (PRTR).

All competing companies must 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.

In addition to this document, bidders must complete all requested data in Annex 2 and include the completed **Annex 1** in Document 1.

Failure on the part of the tendering companies to submit 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

- 8.3. Document 2: Technical Proposal (PDF file).** The technical proposal should not make any reference to price. All competing companies must present a detailed work proposal, that includes:

Conceptualization and construction / Production of the installation including illumination.

Design and geometric development of the installation.

On-site assembly: including licenses, insurance, personnel, assembly supervision, and per diems or travel expenses if required.

Audiovisual documentation in a making-of format that comprehensively captures the creative process and the production phases of the architectural project until it is fully assembled on site (up to 15 minutes in its edited version).

Dismantling and packaging.

Logistics / transport: including the mechanical equipment necessary to move the packages and/or structures.

- 1.1. Document 3: Financial proposal (MS Excel file).** All competing companies must present a financial proposal, including a detailed budget for the project and its breakdown for each area of activity.

1.1.1. Taxes. ICEX will evaluate the Financial Proposal based on the offered prices, excluding taxes. Therefore, the proposals should include a breakdown with the price offered, where taxes are clearly separated.

1.1.2. Currency. The proposal will be drafted in Euro.

2. SUBMISSION OF PROPOSALS

- 2.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in Düsseldorf, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Düsseldorf.
- 2.2. Submission of proposals.** The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before January, 20, 2026 17:00 Central European Time (Düsseldorf). Proposals not submitted within the deadline will be automatically excluded.
- 2.2.1. Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).
- 2.2.2. Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
- 2.2.3. Language.** The proposal will be drafted and presented in Spanish or English
- 2.2.4. Acceptance of terms.** Submission of a proposal and participation in this tender implies the express acceptance by the competing companies of all the clauses contained in this brief.
- 2.3. Amendment of proposals.** Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.
- 2.4. Clarification of proposals.** Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.
- 2.5. Compliance of proposals.** All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.
- 2.6. Assessment of proposals.** The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.
- 2.7. Selection of company.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified via e-mail to all competing companies, in order to enable the selected company to begin work promptly.
- 2.8. Contact persons.** Questions related to this briefing might be addressed in written form until January 16, 2026 15:00 Central European Time (Düsseldorf) only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

3. PROCUREMENT BOARD

3.1. Appointed members of the Procurement Board for purposes of this tender will be

President	José María Cases	Head of the Capital Goods Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf
Substitute	Manuel Uzcanga	Head of the Agri-food Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf
Member	José Loira	Head of the ICEX Department for Construction and Tourism Solutions
Substitute	Eva Pulido Rodriguez	Creative Industries Deputy Director. ICEX Headquarters
Member	Raul Saez	Deputy Head of Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf
Substitute	Antonio Martínez	Head of the Habitat Department at ICEX, Economic and Commercial Office of Spain in Düsseldorf
Member	Carolina Fernández	Sector Manager at ICEX, Department for Construction and Tourism Solutions
Substitute	Paula Cantero	Sector Manager at ICEX, Department for Construction and Tourism Solutions
Secretary	Pedro Patiño	Deputy Director of Procurement at ICEX
Substitute	Isabel Arias	Procurement Officer at ICEX

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] n°. 67 of 19 March 2025

Manuel Ledesma Sánchez
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Düsseldorf

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. 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 10% 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, ICEX will decide, upon technical advice if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

Tiebreaker Criteria. In the event of a tie in the score obtained by two or more bidders, it will be resolved by applying the social criteria stated below, in order and referred to at the end of the deadline for submission of proposals. The supporting documentation for the tiebreaker criteria referred to in this clause will be provided by the bidders at the time the tie occurs, and not previously.

- Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

- a. **Technical Quality.** The company awardee shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the company awardee shall be responsible for:
- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
 - Compliance with the time-limits agreed with ICEX in each case.
 - Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
 - The personnel forming part of the project team assigned to the development and performance of the Contract, with the company bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
 - The processing of any information and data made available to it.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.

- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.
 - iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company 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.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. 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.
 - i. The company 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 company 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 company or subcontracted by it.
 - ii. The company 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.
 - iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the company for any liability that might be applicable.

3. CANCELLATIONS

- a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the company in accordance with the instructions received from ICEX, if any of the deadlines applicable to the company are not met, or if there is any failure to fulfil the obligations established in the contract. All of the above is without prejudice to any claims for damages that might arise.
- b. **Cancellation, postponement or modifications of actions.**
 - i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date 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 company must submit all documentary invoices of the expenses incurred up to that date.

- ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.
- iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in any dispute shall be Spanish. Spanish legislation shall be applicable to the contents of this Tender.

5. DATA PROTECTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in

The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose to manage the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

The affected interested parties may exercise their rights of access, rectification, deletion, opposition, limitation of processing, portability by contacting Parties. In case you consider that your data protection rights have been violated, you can contact the Authority on Data Protection.

6. EUROPEAN FUNDING

Recovery and Resilience Facility (RRF). The present file, promoted by ICEX Spain Trade and Investment, E.P.E. ("ICEX"), aligns with the priorities of national and European economic policies aimed at revitalizing and modernizing the productive fabric. It is part of the Recovery, Transformation and Resilience Plan (PRTR), financed by the European Union through the Next Generation EU Fund.

The modification of the PRTR through the DANA Addendum, approved by the Council of Ministers by Resolution of September 16th, 2025, and published in the Official State Gazette (BOE) on September 17th, 2025, is not merely a support measure for recovery and resilience in response to natural disasters. It represents a commitment to revitalizing and modernizing the productive fabric, while strengthening the country's capacity to respond to increasingly frequent external shocks, whether natural disasters linked to climate change or economic disruptions arising from international circumstances, such as sudden changes in tariff policies.

The Council Implementing Decision amending the Implementing Decision of 13 July 2021 concerning the approval of the assessment of Spain's Recovery and Resilience Plan, adopted at the Economic and Financial Affairs Council of the European Union on 10 October 2025, approves the addendum to the Recovery, Transformation and Resilience Plan. This addendum includes a new Component 32 ('Support for recovery and resilience in response to natural disasters'), whose Investment 5 is dedicated to support programmes for the internationalisation of companies located in territories affected by the DANA and to address the tariff crisis.

Within the DANA Addendum, the Recovery, Transformation and Resilience Plan includes, among other initiatives, the strategic program "Business Internationalization Programs," linked to ICEX Spain Trade and Investment's area of competence. The actions under this new component contribute to four of the six pillars of the Recovery and Resilience Facility:

1. A decisive contribution to the green transition
2. Support for the digital transformation of society
3. Promotion of smart, sustainable, and inclusive growth
4. Strengthening of social and territorial cohesion

The new component will finance, with Next Generation EU funds, a series of investments that can be executed before mid-2026, the deadline for the implementation of the Recovery, Transformation and Resilience Plan.

This procurement file is financed by the European Union's Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094 of December 14 and Regulation (EU) 2021/241 of February 12, 2021, of the European Parliament and the Council, which regulate and approve the European Union Recovery Instrument to support recovery following the COVID-19 crisis, and the Recovery and Resilience Facility (RRF). Specifically, this action falls under Component 32 related to Support for Recovery and Resilience in response to natural disasters, and within it, Investment 05 on the evaluation of support programs for the internationalization of companies in territories affected by the DANA and to address the tariff crisis.

Its financing is expected to be fully covered by appropriations from service 50 "Recovery and Resilience Facility," under the budget of the Ministry of Economy, Trade and Enterprise through corresponding capital transfers from the State Secretariat for Trade to ICEX during fiscal years 2025 and the first half of 2026.