

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
TRADE COMMISSION OF SPAIN IN DÜSSELDORF
Dirección: Jägerhofstr. 3240479 Düsseldorf (Germany)
E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 30th April 2025 09:00 CET

Date: 01/04/2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Düsseldorf
Contract number	X027-04-2025
Proposal's request	Selection of a specialized interior design PR, Communication and Marketing agency to organize, manage and implement an event aimed at promoting Spanish design brands (furniture, lighting, home textiles, etc.) among German architects and interior designers
Timing, dates and number possible of renewals	Signed date until December 10 th , 2025, with four extensions
Max. budget for contract excluding renewals	EUR 50.000,00 (fifty thousand), tax excluded
Contract value including renewals	EUR 250,000,00 (Two hundred fifty thousand), Total term + extensions + modifications, tax excluded
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years and minimum of EUR 75.000 - Technical solvency: 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, during the past three years. - 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.
Points to be assigned based on evaluation of your proposal	Technical and Design (max 70 points), Price (max 30 points),
Documents to be submitted separately, which together are the proposal	- The proposal: Consists of 3 separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by 09:00 am CET on April 30th, 2025. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service. - The three submissions: 1. Documentation demonstrating qualifying prerequisites, and administrative requisites. 2. Technical offer (the work proposal / scope of work) and Graphical Proposal 3. Financial offer (price)
Contact for questions	Only written questions by email before 09:00 CET on April 25th, 2025 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 qualified Agencies (hereinafter, the Agency), to submit a proposal to support the Office in the successful implementation of a promotional Event “Spanish Interior Design Germany” for the Target-Group Architects in Germany, under the umbrella brand of Interior from Spain.

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.

Interiors from Spain is ICEX’s registered trademark for the international promotion of Spanish Design and Architecture firms (for the Habitat sector including furniture, lighting, home textiles and decorative objects); therefore, all the activities organised in the context of this plan should preferably be implemented under this trademark, as its umbrella brand.

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

1. PROJECT DESCRIPTION

1.1. Scope of the tender

The scope of the tender is to select a PR/Marketing agency specialized in interior design promotion to ensure the efficient proposal, management, and successful execution of the ICEX/*Interiors from Spain* promotional event in the German market. The selected agency will be responsible for the organizational and communication tasks required for the event’s conception and implementation. These will include, among others, the attraction of Interior designers and architects to attend the event (its target group) and some of them to participate as speakers.

Terms and project description for the development of proposals

The aim of the promotional activity is to organize a high-value event that enhances the image and visibility of Spanish interior design in the German market. This initiative seeks to highlight the quality, creativity, and innovation of Spanish companies in the fields of furniture, lighting, home textiles, carpets and rugs, flooring, ceramic wall coverings, and general home décor.

- **Objectives**

- To attract German architects, interior designers, and industry professionals to the event, fostering an environment where they can discover Spain's latest interior design trends and product offerings.
- To facilitate meaningful connections between Spanish design brands and potential business partners in the German market, thereby increasing their market presence.

Event Concept Program: *Spanisches Design für den Wohn- und Objektbereich.*

- **Nature of the Activity: Technical Session**

This is a multidisciplinary event that includes:

- A product exhibition featuring a group of Spanish companies showcasing their offerings in the sectors of furniture, lighting, home textiles, carpets and rugs, flooring and ceramic wall coverings, as well as general home décor.
- The event will be complemented by a specialized lecture on Spanish design for interior spaces.

Each company will have a dedicated exhibition space, with an expected participation of between 6 and 12 companies. For an event of this nature, the optimal number of participants is considered to be 10.

Additionally, the lecture will highlight key aspects of Spanish design for interior spaces that are of professional interest to German architects and interior designers. The speaker will be an expert interior architect, either Spanish or German, with extensive knowledge of the subject.

- **Format: Target Group**

This activity is directed towards German architects, interior designers and other industry professionals, aiming to achieve participation from around **140 to 150 attendees**.

- **City and Date**

The event is scheduled to take place in **Hamburg** in 2025, with the specific date yet to be confirmed, though it is expected to occur on either October 23rd or November 6th. A Thursday is preferred, ensuring that the chosen date does not coincide with other local events.

In 2026, the event will be hosted in Frankfurt, in recognition of the city's designation as World Design Capital for that year. For the years 2027 to 2029, the event is planned to be held in Munich, Düsseldorf, and Stuttgart, respectively.

- **Event Location**

The event venue in each city must be carefully selected, and the proposal for the location will be evaluated as part of the offer in this tender.

Requirements for the proposed venue:

- The location should be unique or architecturally interesting, easily accessible, and preferably have parking facilities.
- It should have a **minimum suitable space of approximately 500 m²**, large enough to accommodate both the product presentation and the lecture. The expected attendance is around 200 people, with 140-150 architects and the rest being event staff and company representatives showcasing their products.

- **Event Schedule Guideline**

The event must take place after the architects' workday, *from 6:00 PM to 11:00 PM (without Open-End)*. After the guests arrive, the event begins with a *Get-Together*, followed by the lecture (*maximum duration of one hour*). Once the lecture ends, catering is served. The event concludes with networking until closing time.

- **Promotional Strategy**

The event follows a PR and commercial contact approach that simultaneously combines product exhibition, an informative lecture, and a networking event. These elements are presented to German professionals in a setting aligned with the target group and complemented by a catering service for attendees.

This is a promotional activity with a generic branding focus, as it enhances the image of Spanish architecture and design for interiors through both the lecture content and the product exhibition, specifically targeting architects.

For companies, it serves as a platform for product presentation, facilitating commercial connections with industry professionals who act as key specifiers—a group that is typically difficult to reach in daily export activities.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The company will be in charge of:

2.1. Description of Agency's Services (Included in the Budget):

- Overall advisory services to the Economic and Commercial Office of the Embassy of Spain in Dusseldorf on organizational and communication matters regarding the German market.
- Search, selection, proposal and contracting of the event venue.
- Selection, proposal, and contracting of catering (finger food).
- Selection, proposal, and contracting of the speaker.
- Communication with the market, particularly with the target group of architects, will necessarily include:
 - A. Selection of sources or databases for architect invitations, in full compliance with data protection regulations.
 - B. Create elements of interaction with the target group.
 - 1. Save the date
 - 2. Invitation card
 - 3. Microweb for registration and information
 - 4. Confirmation of participation
 - 5. Individual event access/entry document
 - C. Design of a graphic concept for all communication tools during the 2025-2029 period.
 - D. Guest logistics, attendance control when accessing the event (registration), moderation, and coordination of the event execution under ICEX's supervision.
 - E. Press release.
 - F. Final results report and DDBB of the attendants to be shared with the participating Spanish companies.

The following are **not** included in the agency's services:

- The invitation and recruitment of Spanish companies, nor the organizational communication with them.
- The organization of product transportation or the location of companies at the exhibition venue.
- The setup or breakdown of products at the exhibition venue.

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 at latest December 10th.
- 3.2. Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for 4 additional years the initial Agreement was effected without convening a new tender, if both contracting parties agree in the contractual provisions. Price revisions will not be allowed.

The awardee company will be obligated to renew the contract providing it is notified of its requirement at least 2 (two) months before renewal. The general terms and conditions of the Bidding Specifications governing this Tender shall apply to the extension. Each renewal will be signed by both parties.

4. BUDGET

- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will EUR 50.000,00 (fifty thousand euros).
Bids will be made in EUR **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 a maximum of 250.000,00 EUR excluding taxes, which includes the following maximum amounts:
- Main contract maximum budget: 50.000 EUR
 - Renewal (first) maximum budget for 2026; 50.000 EUR
 - Renewal (second) maximum budget for 2027: 50.000 EUR
 - Renewal (third) maximum budget for 2028: 50.000 EUR
 - Renewal (fourth) maximum budget for 2029: 50.000 EUR

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 **EUR**. Any currency exchange costs will be borne by the bidder.

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.

5.3. Payment schedule. ICEX will ensure that payment is made after the completion of the Event as agreed in the contract and upon delivery of report with graphic support and of DDBB of attendants to be shared with Spanish participating companies.
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.

5.4. 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,
Habitat Dept.
Jägerhofstr. 32
40479 Düsseldorf (Germany)

The Agency 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 EUR 75.000,00 on the best of the past three years.

6.2 Technical solvency requirements. The company must have a strong and proven track record in similar scales and scope activities. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years in Germany.

6.3 Agency profile. ICEX is seeking a PR / Event Management / Communication Agency with demonstrated expertise in the German Market for Interior Design and Architecture.

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

7. EVALUATION CRITERIA

7.1. Evaluation criteria.

Once compliance with the participation requirements outlined in **Document 1, Requirements of the Agency**, has been verified by the bidders, the following aspects will be evaluated separately and will contribute to the overall score:

TABLE 1. Evaluation criteria	
Evaluation Criteria	Scores (maximum)
DOCUMENT 2. TECHNICAL & GRAPHICAL PROPOSAL:	70
The selection process for attracting event attendees will be evaluated, considering the proposed sources, the gradual communication strategy with architects, the choice of the most suitable venue, the speaker's proposal and lecture topic, the detailed execution of the event (with special attention to attendee management and company presentations), and the selection of appropriate catering for the event. This will be valued at 40 points out of 100. The bidding company must present a graphic concept, including a slogan accompanying the "Interiors from Spain" tagline that serves as a cohesive thread throughout. The concept should be consistent in terms of image, colour, and typography, and applicable to all communication materials created for the promotional activity (notification emails, invitation cards, registration micro-site, participation confirmation messages, personalized ticket delivery, booklet catalogue, etc.). The aesthetic should be sober, elegant, and subtle, preferably not flashy or multi-coloured. This will be valued at 30 points out of 100. In total, Document 2, which outlines the technical and graphic proposal, has a rating of 70 out of 100 points. ICEX will award up to 40 points for the quality of the proposed content, evaluating the overall quality of the plan and its effectiveness in meeting the activity's objectives. The assessment will also consider the feasibility, reach, and quality of the specific initiatives proposed, as well as the methods outlined to achieve the set objectives. ICEX will award points to each of these elements as follows: • Selection of sources for engagement with the target audience (10) ○ Qualitative source for the development of DDBB -5 points ○ Number of contacts to send the activity -5 points • Communication strategy (20) <i>As described in point 2.1, subsection B</i> • Selection of venue (5) ○ Suitability of the venue for the activity -2 points ○ Accessibility (public transport, parking lot, etc.) – 2 points ○ Architectural value – 1 points • Selection of speaker (5): Relevance of the speaker's profile (Architect/Designer)	

- **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 EUR 75.000,00 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.

The requirements are mandatory. Agencies that do not comply with 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.

- 8.3. Document 2: Technical & Graphical Proposal (PDF file).** The technical proposal should not make any reference to price. All applicants must submit a detailed proposal for the Event Promotion “Spanish Design for Architects excluding any reference to price, and a work plan in line with the above strategy and objectives.

The technical proposal will focus on the strategy for engaging and establishing dialogue with the target group of German architects and interior designers, using the communication tools defined in subsection 2, Scope of Work, or additional ones, if necessary, to achieve the objective of attracting the desired professionals and reaching the intended quorum of 140-150 architects.

This proposal will also include the selection of the most suitable venue for the event, as well as the choice of the speaker and the topic of the conference to be included in the program.

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.

The agency will present a graphic communication concept specifically designed for the implementation of this activity from 2025 to 2029. This concept should include a slogan and a design format or graphic proposal for all communication materials developed to support the event (microsite, booklet, invitation card, save-the-date (RSVP), etc.).

- 8.4. 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.

8.4.1. 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 excluded.

8.4.2. Currency. The proposal will be drafted in **EUR**.

As mentioned above, Document 1 will be a prerequisite for admission to the tender, while Documents 2 and 3 will be evaluated according to the criteria described earlier.

9. SUBMISSION OF PROPOSALS

- 9.1. 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 (<https://www.icex.es/es/quienes-somos/donde-estamos/red-exterior-de-comercio/DE/inicio>).
- 9.2. 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 **09:00 am CET on April 30th, 2025**. Proposals not submitted within the deadline will be automatically excluded.
- 9.2.1. 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).
- 9.2.2. 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.
- 9.2.3. Language.** The proposal will be drafted and presented in English or in Spanish.
- 9.2.4. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. Assessment of proposals.** Document 1 (Administrative Requirements) will be the first to be opened and assessed. Only after verifying that the competing company complies with every requirement set out in this brief will Document 2 (Technical & Graphical Proposal) be opened, assessed, and assigned evaluation scores. This will be followed by Document 3 (Financial Proposal), which will be opened, assessed, and evaluated. The final score will be obtained by adding the scores from Documents 2 and 3.
- 9.7. 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.

9.8. Contact persons. Questions related to this briefing might be addressed in written form until **09:00 CET on April 25th, 2025** 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.

10. PROCUREMENT BOARD

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

Chair	Erik Rovina Mardones	Creative Industries Director. ICEX Headquarters
Substitute	Eva Pulido Rodriguez	Creative Industries Deputy Director. ICEX Headquarters
Committee member	Marina García del Soto	Head Department Habitat. ICEX Headquarters
Substitute	Adelaida Sanchis-Bayarri	Deputy Head of Department Habitat - ICEX Headquarter
Committee member	José María Casés Pey	Head of Department – Industry Goods ICEX Germany
Substitute	Pablo Calvo Cruz	Head of Wine Department –ICEX Germany
Committee member	Raúl Sáez Cabrera	Head of the Fashion Department - ICEX Germany
Substitute	Manuel Uzcanga Meinecke	Head of the Food Department - ICEX Germany
Secretary	Pedro Patiño Segura	Deputy Director of Procurement. ICEX Headquarters
Substitute	Isabel Arias Elvira	Member of the Procurement Department. ICEX Headquarters

ICEX's Board of Directors
By Delegation (Resolution of 5 March 2025 BOE
[Official State Gazette] nº. 67 of 19 March 2025

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

ADMINISTRATIVE CLAUSES

1. 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.

2. 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. **Cancelation.** 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 cancelation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.

3. CONTRACT AND JURISDICTION

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.

4. 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.

5. EUROPEAN FUNDING

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund. 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 2013¹, and, in particular, 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 will 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: 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”.

¹ Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006. <http://data.europa.eu/eli/reg/2013/1303/2020-12-29>