

**ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.**  
TRADE COMMISSION OF SPAIN IN NEW YORK  
405 Lexington Avenue, 47th floor  
New York, NY 10174

E-mail: [tenders@icex.es](mailto:tenders@icex.es)

Date: January 15, 2025

**REQUEST FOR PROPOSALS**

**Submission:** [tenders@icex.es](mailto:tenders@icex.es)  
**Closing: February 7, 2025, at 11:59 PM EST**

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in New York
Contract number	X054-76-2024
Proposal's request	To select a consulting firm/company, with proven experience in the fashion industry, to develop a tailored program for 10 Spanish fashion brands to support them in establishing successful representation agreements with agents in the USA and prepare them to export to and/or expand in the USA.
Timing, dates and number possible of renewals	Signed date until December 31st, 2025, with one extension
Max. budget for contract excluding renewals	45,000 USD (forty-five thousand US dollars), <b>tax excluded</b>
Contract value including renewals	99,000 USD (ninety-nine thousand US dollars), Total term + extension + modifications, <b>tax excluded</b>
Qualifying prerequisites	<ul style="list-style-type: none"> <li>- <b>Financial solvency:</b> financial accounts for the best of the last three years and minimum of 45,000 USD.</li> <li>- <b>Technical solvency:</b> proven track record in the fashion industry; access to a network of industry experts in the USA fashion market; conducted similar activities in the last 3 years in, at least, 3 Anglo-Saxon countries, being one of them the USA.</li> <li>- <b>Team requirements:</b> a minimum of 2 staff members and a designate primary contact person</li> </ul>
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical + Team (max 70 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none"> <li>- <b>The proposal:</b> Consists of <b>three separate submissions</b> that all together represent the proposal. Each individual submission needs to be emailed to this address only: <a href="mailto:tenders@icex.es">tenders@icex.es</a> by <b>February 7, 2025, no later than 11:59 pm, East Coast</b>. All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.</li> <li>- <b>The three submissions:</b> <ol style="list-style-type: none"> <li>1. Documentation demonstrating qualifying prerequisites, and administrative requisites.</li> <li>2. Technical offer (the work proposal / scope of work)</li> <li>3. Financial offer (price) and automatic criteria</li> </ol> </li> </ul>
Contact for questions	Only written questions by email before <b>January 31, 2025, no later than 11:59 pm, East Coast</b> to <a href="mailto:tenders@icex.es">tenders@icex.es</a>

**ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX)**, represented by the Trade Commission of Spain in New York (TCSNY), invites companies to submit their proposals for the development of a tailored program for 10 Spanish fashion brands to support them in establishing successful representation agreements with agents in the USA and prepare them to export and/or expand in the USA.

**ICEX** ([www.icex.es](http://www.icex.es)) is a Spanish public organization, established in 1982, whose main purpose it 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](http://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 **Trade Commissions** located in Spanish embassies and consulates all over the world.

## **1. PROGRAM DESCRIPTION**

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The aim of the program is to support **10 (ten) Spanish fashion brands** in establishing successful representation agreements with agents in the USA while equipping them with the knowledge and tools necessary to export to the USA and/or expand their sales in this market.

The program will consist of two key components:

- Training: A series of group and individual training sessions led by industry experts, designed to educate the Spanish brands on the nuances of doing business in the USA, including operational aspects, business practices and market strategies.
- Brand placement: The part during which the contract awardee will conduct a search, identification and matching process of the brands with suitable agents operating in the USA, with the primary objective of securing formal representation agreements.

To achieve this objective ICEX and the Trade Commission of Spain in New York (TCSNY) invite consulting firms or companies offering similar services, which must be specialized in fashion and have a proven track record in this sector and expertise working with agents in at least 3 Anglo-Saxon countries – being one of them the USA -, to submit an offer to develop this program.

## **2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE**

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### **2.1. Services to be provided by the company/consulting firm:**

- Assist ICEX and the TCSNY in the **selection of the brands** that will participate in the program. The contract awardee will be expected to provide support before and throughout the selection process, which includes proposing evaluation criteria, organizing and delivering a webinar for Spanish brands interested in applying to the program, reviewing, analyzing and prioritizing applications, conducting calls and interviews to assist candidates and lead them to complete their applications, among other related tasks.
- Develop a customized **virtual education and brand analysis program** that includes the following:

- Opening meeting (virtual): the program will begin with an introduction session with the brands to discuss the objectives, structure and timeline of the program, what to expect and next steps.
- Group training sessions (virtual meetings) conducted by fashion industry experts that will provide participating companies with detailed training on how to navigate and expand their sales in the USA fashion market. These sessions should include, at least, aspects related to pricing strategies, creating effective sales materials (catalogs, lookbooks and line sheets), brand development (strategies for communicating value and storytelling), customer relationship management, wholesale practices in the US, overview of USA agency structures and working effectively with agents, how to prepare tradeshow in the USA, as well as any other technical and legal aspects of the fashion sector in the USA that could be of interest to the brands (regulatory, logistical and contractual considerations).
- One on one sessions (1:1 virtual meetings): prior analysis of the priorities, challenges and needs of each brand by the company/consultancy firm, followed by meetings of experts with the brands to cover their specific needs for the USA market. At least 30% of the total number of sessions of the program must be 1:1 sessions dedicated to each brand.

The sessions should be sufficiently spaced out to allow the participating companies to assimilate the knowledge acquired and to carry out the corresponding tasks after each session.

- **Brand placement / Customized search of agents**: once the priorities of each brand for the USA have been analyzed, the consulting firm will proceed to search for the agent or agents that best fit each of them or to offer the most appropriate alternative in each case for the USA fashion market.

For those brands for which finding an agent is a priority, the consulting firm would identify a minimum of one matching agent for the USA. The goal of this search will be for the brand and the agent to sign an agreement, and although the signing of this agreement cannot be guaranteed by the program, achieving this outcome should remain the primary objective.

- **Reporting**: preparation and delivery of, at least, a comprehensive final report once the program has been completed. This report must include feedback from participants via specific surveys highlighting the outcomes and progress each brand made towards its objectives, as well as areas for improvement. The report must be delivered within a maximum of three weeks following the conclusion of the program.

The proposal should include the estimated program timelines for the various activities proposed.

- 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

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- 3.1. Term.** The described services in the contract will run from the date the agreement is signed by both parties and must be completed before December 31<sup>st</sup>, 2025.
- 3.2. Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for one additional year 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

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- 4.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **45,000 USD (forty-five thousand US dollars)**. Bids will be made in US dollars (USD) **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 90,000 USD (ninety thousand US dollars) excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 45,000 USD
- Renewal (first) maximum budget for 2026: 45,000 USD
- Modifications to the contract: 9,000 USD. Foreseeable reasons that could lead to a modification of the contract value include: the need to broaden the scope of the activity. This may be due to the need to increase the number of participating brands or the need to add a complementary activity to the elements listed in this document. Any changes to the scope would be internally evaluated, justified, and agreed upon in writing to ensure alignment with program objectives.

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.

This program would be a service contracted by ICEX. The selected consultancy firm/company will not be able to charge additional amounts to the brands for the services contracted by ICEX within this program.

## 5. PAYMENTS AND INVOICES

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- 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 TCSNY.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is USD (US dollars). Any currency exchange costs will be borne by the bidder.
- 5.3. Payments to offshore accounts.** Payments to bank accounts of the company located offshore will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder.
- 5.4. Payment schedule.** Payment will be made after the program has been completed and the final report has been submitted, upon submission of the invoice and the acceptance by ICEX of the services provided. Invoices will be paid within thirty (30) days of being submitted.
- 5.5. Invoice details.** All the invoices should be addressed to:

TRADE COMMISSION OF SPAIN  
ICEX España Exportaciones e Inversiones, E.P.E.  
CIF Q2891001F  
405 Lexington Ave., 47TH Floor  
New York, NY 10174

The company's invoice will contain the following elements:

Company letterhead / logo  
Address  
Date  
Invoice number  
VAT number / Tax Identification Number (TIN)  
Description of the item/s  
Total amount due

## 6. REQUIREMENTS

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- 6.1 Financial solvency requirements.** All participating companies must submit a solvency report that includes financial accounts for the last three fiscal years. Financial solvency will be considered established if the annual turnover, based on the best performing year of the three years available (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 **45,000 USD (forty-five thousand US dollars)**.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in the fashion industry and have access to a network of industry experts in the USA fashion market. The technical solvency of the company shall be demonstrated by submitting information about similar activities (covering, among other aspects, the fashion

brands with which they have worked, support provided and successes achieved in the signing of sales and representation agreements between brands and agents or brand assistance activities for the entry into, at least, 3 Anglo-Saxon countries, being one of them the USA market) carried out in the last three years (or from the date of incorporation if it's later). Previous experience working with foreign governments in connecting brands through an on-line consultancy program is considered a valuable asset.

### **6.3 Team requirements.**

The role of each team member assigned to this project must be specified. 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 TCSNY.

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

- **Project Manager:**  
Minimum of 10 (ten) years of leading experience in the fashion industry, specializing in wholesale and in supporting fashion brands in accessing international markets, with proven experience in the North American market. Full English competence required. He or she must be fully engaged with ICEX, the TCSNY and with participant brands (the project manager must not be a mere supervisor).
- **Program Manager:**  
Minimum of 5 (five) years of leading experience in the fashion industry, supporting fashion brands in accessing international markets and connecting them with wholesalers/agents. Full English competence required. Proactive and customer oriented.
- **Additional team members:**  
Additional team members will be assessed only if they have a minimum of 2 years of proven track record in connecting brands with wholesalers/agents.

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

The company will notify the TCSNY 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. Any changes of key personnel could affect its potential renewal. The company team will regularly hold meetings with the team of the TCSNY to monitor the development of the program. 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.)
<p><b>I. Price competitiveness of the tender</b></p>	<p><b>30</b></p>
<p>The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score.</p> <ul style="list-style-type: none"> <li>• Most economical offer = maximum score.</li> <li>• 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.</li> <li>• Financial Proposals that exceed the maximum available contract budget will not be considered.</li> </ul>	
<p><b>II. Technical Proposal</b></p>	<p><b>30</b></p>
<p>ICEX will assess the quality of the proposed program and the extent to which it satisfies most efficiently the objectives set on this request for proposals, assigning points to each of the components of the Technical Proposal, as described below.</p> <p>All the following must be clearly specified in the proposal:</p> <ul style="list-style-type: none"> <li>• Group sessions (virtual). Degree of adequacy of the proposed topics and number of sessions. <b>Maximum 4 points.</b></li> <li>• One on one sessions (1:1 virtual). The number of sessions (1:1 sessions being at least 30% of the total number of sessions in the program), as well as the company's willingness to adjust to the needs of the brands will be valued. <b>Maximum 4 points.</b></li> <li>• Quantity and quality of experts in the fashion industry that could commit to participate in the program. Their expertise in the USA fashion market will be considered. <b>Maximum 6 points.</b></li> <li>• Brand placement / Customized search of agents: Description of the whole brand placement process from the beginning: number of sessions with brand placement experts (the number of sessions and the usefulness/effectiveness of the proposed sessions as well as the consultancy's access to industry experts who can participate in this phase of the program will be valued); how to carry out the brand placement (the logic of the proposed actions and the support offered to the brands for contacting potential local partners will be valued); flexibility and support to facilitate alternatives to matching with an agent in those cases where it is more convenient. <b>Maximum 14 points.</b></li> <li>• The consultancy firms/companies will have the opportunity to present innovative solutions that are not covered in this RFP and could contribute to enhancing the <b>success</b> of the proposal. These added value innovative solutions should not involve any additional extra cost to ICEX and must be clearly specified in the proposal. <b>Maximum 2 points.</b></li> </ul> <p><b>Technical Proposals that do not receive at least 14 points in this section will be automatically excluded.</b></p>	
<p><b>III. Team</b></p>	<p><b>40</b></p>
<p>Years of experience beyond the required minimum and other experience beyond the minimum specialization required will be considered and awarded the following points:</p>	

<ul style="list-style-type: none"> <li>• <b>Project manager</b> (fully engaged with the project): <ul style="list-style-type: none"> <li>○ Must have a minimum of 10 (ten) years of verifiable experience in the fashion industry, specializing in wholesale and in supporting fashion brands in accessing international markets, with proven experience in the North American market. <b>1 point per additional year, up to a maximum of 10 points.</b></li> </ul> <p>Other experience to be valued, provided that the minimum experience previously indicated is met:</p> <ul style="list-style-type: none"> <li>○ Number of programs (exclusively online-only consultancy programs focused on a customized search of agents) conducted in the last three (3) years in the North American market. To be valued, these programs or activities must have been conducted in collaboration with government entities. <b>Maximum of 10 points</b> (to be assigned as follows: no data will mean 0 points; 1 program will mean 4 points; 2 programs will mean 7 points; 3 programs or more will mean 10 points).</li> <li>○ Proven track record in facilitating successful partnerships between fashion brands and agents in the USA fashion market in the last three (3) years. <b>Maximum of 10 points</b> (to be assigned as follows: less than 15 agreements, 0 points; 15 to 19 agreements, 2 points; 20 to 24 agreements, 4 points; 25 to 29 agreements 6 points; 30 to 34 agreements 8 points; 35 agreements or more 10 points).</li> </ul> </li> <li>• <b>Program Manager:</b> Minimum of 5 (five) years of verifiable experience in the fashion industry, supporting fashion brands in their expansion into the USA and connecting them with wholesalers/agents. <b>1 point per additional year, up to a maximum of 8 points.</b></li> <li>• <b>Additional team members:</b> Incorporating other members with a minimum of 2 (two) years of experience who specialize in connecting fashion brands with wholesalers/agents will enhance the value of the overall proposal. <b>Maximum 2 points</b> (1 point per additional team member).</li> </ul>	<b>100</b>
<b>TOTAL</b>	<b>100</b>

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

0% of allocated points	Not enough information or not adequate
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.** Proposals must be detailed and must be divided into 3 separate documents as follows (proposals that miss any of the said documents will be considered incomplete and excluded):

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

- Letter confirming that the company accepts each and every term and condition established in the briefing.
- Letter confirming that the team fulfils the requirements established in the briefing, without including their names or CVs.

- Brief introduction of the bidder's track record in the fashion industry, its network of experts in the fashion industry and in the USA fashion market and its experience on previous similar programs or activities carried out during the past three years in, at least, 3 Anglo-Saxon countries, being one of them the USA (covering, among other aspects, the fashion brands with which they have worked, support provided and successes achieved in the signing of sales and representation agreements between brands and agents or brand assistance activities for the entry into Anglo-Saxon countries' markets, with a special focus on those that have targeted the USA market). Previous experience working with foreign governments in connecting brands through an on-line consultancy program is considered a valuable asset.
- Solvency report including financial accounts for the last three years. Bidders must prove an annual turnover of more than 45,000 USD in the best of the last three years (2023, 2022, 2021). If the companies cannot demonstrate economic and financial solvency through annual turnover, they may provide proof of financial solvency by presenting certified reports issued by rating companies or rating agencies or a solvency report issued by a banking institution.

**DOCUMENT 2 - Technical Proposal** (PDF file). The technical proposal must not make any reference to price.

- Technical proposal: that must include all the services detailed in section 2.1, including all deliverables and work plan.

**DOCUMENT 3 - Financial proposal** (MS Excel file).

- Financial proposal in USD for the program to be delivered in 2025 (main contract). Provide an Excel file with a detailed budget, with a breakdown of all costs. ICEX will evaluate proposals based on the prices quoted, excluding taxes. Taxes, if applicable, must be clearly separated
- Team assigned to the project, along with an indication of each person's role and CVs.

The price contained in the financial proposal must not be included in Documents 1 or 2.

## 9. SUBMISSION OF PROPOSALS

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**9.1. Invitation to tender.** ICEX, represented by the TCSNY, will send this briefing to different companies. The briefing will also be published on the website of the TCSNY.

**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 **February 7, 2025, no later than 11:59 pm, East Coast**. Proposals not submitted within the deadline will be automatically excluded.

- **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).

- **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.
  - **Language.** The proposal will be drafted and presented in English.
  - **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 writing.
- 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.** 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.
- 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 **January 31, 2025 no later than 11:59 pm, East Coast** only through the e-mail [tenders@icex.es](mailto: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.

**ICEX Board of Directors**

**By delegation of signature according to resolution of September  
30, 2021 (BOE # 243 of November 10, 2021),**

**Carlos Jiménez Aguirre  
Senior Trade Commissioner  
Trade Commission of Spain in New York**

## ADMINISTRATIVE CLAUSES

### 1. FINANCIAL PROPOSAL CALIFICATIONS

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**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

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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**

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- 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, 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 cancelation 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**

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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**

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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.