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ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
ECONOMIC AND COMMERCIAL OFFICE OF SPAIN IN CHICAGO
1 East Wacker Dr., Ste 2520, 60601, Chicago (United States)
E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: July 2nd 2026 23:59 Local time in Chicago

Date: June 4, 2026

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Chicago (United States).
Contract number	X020-07-2026
Proposal's request	The implementation of a promotional campaign for the Purebred Spanish Horse in the United States in 2026.
Timing, dates and possible number of renewals	Signed date until 31.12.2026 with 4 possible extensions
Max. budget for contract excluding renewals	USD 57,000 (fifty-seven thousand), tax excluded
Contract value including renewals	USD 285,000 (two hundred eighty-five thousand), Total term + 4 extensions, tax excluded
Qualifying prerequisites	- **Financial solvency:** financial accounts for the best of the last three years with a minimum turnover of $57,000. - **Technical solvency:** proven track record in promotion in the equestrian sector during the past three years. - **Team requirements**: a minimum of 2 staff members and a designated 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	- **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 **July 2nd 23:59** local time in Chicago. 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) 3. Financial offer (price)
Contact for questions	Only written questions by email before June 25th 23:59 local time in Chicago to tenders@icex.es

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ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic and Commercial Office of Spain in Chicago, invites agencies to submit their proposals for the implementation of a promotional campaign for the Purebred Spanish Horse in the United States in 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 more than 100 **Economic and Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

The Purebred Spanish Horse (PRE)

This horse breed originated in the 16th century, during the height of Spain's Golden Age, and is characterized by its beauty and temperament, the result of meticulous care and respect for maintaining racial purity, without crossbreeding, and with a genetic quality passed down from generation to generation.

One of the most valued virtues of the Purebred Spanish Horse is its versatility, its mental balance, the harmony of its conformation, its work ethic, and its intelligence.

https://www.ancce.es/en/contenido/el-caballo-espanol

Currently, 78% of the world's PRE population is located in Spain, and the PRE is bred in 70 countries.

The Royal National Association of Breeders of Purebred Spanish Horses (ANCCE)

The Royal National Association of Breeders of Purebred Spanish Horses (ANCCE) is the parent association of the Purebred Spanish Horse (PRE) worldwide and the only one officially recognized by the Spanish Ministry of Agriculture to manage the Stud Book and guarantee the purity of this ancient breed.

Currently, it comprises 704 breeders from around the world, 276 associate members, and 33 affiliated associations, including those in the United States, Germany (Verein der Freunde und Züchter des Pferdes Reiner Spanischer Rasse), the United Kingdom, Australia, France, Italy, Mexico, Nicaragua, Guatemala, the Netherlands, the Czech Republic, Sweden, and others.

https://www.ancce.es/en/contenido/que-es-ancce
https://www.usprea.com/en

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Background

During the period 2024-2025, a promotional campaign for the PRE horse was carried out in the United States market, focusing on the development and distribution of informational materials in specialized media.

OBJECTIVES AND STRATEGY OF THE 2026 PROMOTIONAL CAMPAIGN

The priority objectives to be achieved with the implementation of the Purebred Spanish Horse promotional campaign in the United States are the following:

• To improve the positioning of the PRE in the American market as a high-quality horse adapted to the needs of end consumers due to its good temperament, ease of riding and training, beauty, and sporting qualities.

• To deepen knowledge of the PRE among riders, breeders, and influencers operating in the American market.

• Maintenance, optimization and content updating of a dedicated landing page to educate target audiences about the PRE Horse.

Target audience:

Potential buyers of PRE horses, especially middle-aged women with high purchasing power who compete/practice dressage and working equitation. These potential buyers usually acquire their horses following the recommendations of their trainer. They can also purchase by traveling directly to Spain.

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The agency will be in charge of:

2.1. Agency proposals should focus on the following digital marketing activities:

• Production of promotional videos about the PRE horse: in collaboration with PRE experts (riders, breeders, influencers) based in or operating in the United States. The videos should highlight the distinctive characteristics of the PRE and convey an emotional connection with the horse and its owner.

Examples of ANCCE Campaign videos in the USA.

- https://www.youtube.com/watch?v=2d3jUCtw7-s
- https://www.youtube.com/watch?v=mLyxooY5ZH4
- https://www.youtube.com/watch?v=y6u_dmk8uzI

• Distribution of the videos through the most appropriate online channels to reach the target audience.

• Collaborations with influencers to increase awareness of PRE among the target audience.

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• A clear approach to website maintenance, to ensure optimal performance as well as an audience-focused content strategy outlining how the agency will regularly update the landing page with relevant, engaging and educational material.

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 December 31, 2026.

3.2. **Extension.** ICEX hereby reserves the right to renew the Agreement with the agency awardee for 4 additional campaigns since 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 agency 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 be **$57,000.** Bids will be made in US dollars **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 **$285,000** excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: $ 57,000
- Renewal (first) maximum budget for 2027: $ 57,000
- Renewal (second) maximum budget for 2028: $ 57,000
- Renewal (third) maximum budget for 2029: $ 57,000
- Renewal (fourth) maximum budget for 2030: $ 57,000

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 agency before the date of signature of the corresponding contract and prior approval of ICEX, as represented by the Economic and Commercial Office of Spain in Chicago.

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5.2. **Payment currency.** Payments to the agency will be made in the currency of the Contract, which is **U.S. Dollars**. Any currency exchange costs will be borne by the bidder.

5.3. **Payment schedule**. ICEX will ensure that payment is made at the end of each month upon presentation of the invoices for the expenses incurred in that month

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:**

Economic and Commercial Office of Spain in Chicago
1 East Wacker Drive, Suite 2520
Chicago, IL, 60601, United States

The Agency invoice will contain the following elements:

Agency 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 agencies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of $ 57,000 on at least one of the past three years.

6.2 **Technical solvency requirements.** The agency must have a strong and proven track record in promotion in the equestrian sector. The technical solvency of the agency shall be demonstrated by submitting similar activities carried out during the past three years in the United States.

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 agency 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. The Agency must designate a senior Team member responsible for the overall planning, organization, and execution of the Campaign. This member must have a minimum of five (5) years of experience in the advertising and communications industry.

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Team Contact Person. The Agency must designate a single contact person who is informed of all aspects of the contract, including administrative matters, and who has direct communication with ICEX, represented by the Spanish Economic and Commercial Office in Chicago. This member must have a minimum of three (3) years of demonstrable experience in the advertising and communications industry.

The agency 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. Any changes of key personnel could affect its potential renewal. The agency team will regularly hold meetings with the team of the Economic and Commercial Office in Chicago 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 (Document 3)	**30**
ICEX will evaluate the financial proposal using the following criteria: **The total amount of the offer must not exceed $ 57,000 (excluding taxes)** **Offers exceeding this amount will be automatically excluded.** **Offers exceeding the limits of each individual budget item will also be excluded.** **The total score is divided into the following three sub-criteria:** **I.1. Production of Promotional Videos** Mandatory financial limit: the amount offered for this item may not exceed $ 12,000 (excluding taxes) Maximum score: 10 points The lowest-price offer receives 10 points, and the remaining offers will receive a score inversely proportional to their price. **I.2. Digital Media Campaign for the Dissemination of the Videos: Agency fees for managing placements.** Mandatory financial limit: the amount offered for this item may not exceed $ 11,000 (excluding taxes) Maximum score: 9 points The lowest-price offer receives 9 points, and the remaining offers will receive a score inversely proportional to their price. **I.3. Collaborations with influencers and Content Creators** Mandatory financial limit: the amount offered for this item may not exceed $ 9,000 (excluding taxes) Maximum score: 6 points The lowest-price offer receives 11.5 points, and the remaining offers will receive a score inversely proportional to their price.	10 9 6

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I.4. Landing page maintenance and content development Mandatory financial limit: the amount offered for this item may not exceed $ 7,000 (excluding taxes) Maximum score: 5 points The lowest-price offer receives 5 points, and the remaining offers will receive a score inversely proportional to their price. **The price offered for each of the three activities will be evaluated using a formula inversely proportional to its cost. The lowest offer will receive the maximum score and the remaining offers will receive a score proportional to their price.** **The reamining budget ($ 18,000 plus the unused amounts from each of the above items, understood as the difference between the offered price and the mandatory financial limit) will be allocated to the media placements of the created content. In any case, the expenditure proposal must reach $ 57,000, which is the budget established in this Briefing for 2026.**	5
II. Technical Proposal (Document 2)	**70**
• 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.	
II.1.a. Technical Quality of the Proposed Activities. ICEX will assess the quality of the proposed promotional measures with a maximum of 70 (seventy) points. ICEX will assess the quality and the degree to which the proposed content plan most efficiently meets the Campaign objectives; the quality, feasibility, and scope of the specific actions proposed; as well as the means to achieve the stated objectives and monitoring of the proposed activities. ICEX will award the following score to each of these elements: II.1.a.1. The content of the videos will be assessed. II.1.a.1.1. Storytelling (script and technical aspects) of the videos, considering the objectives set in this Briefing and taking into account the following aspects: narrative clarity, emotional tone and ability to generate affinity, contribution to the desired positioning of the PRE. (Maximum score of 15 points). II.1.a.1.2. The proposed riders, breeders, will be evaluated based on their number of followers, affinity with the target group, and their involvement in equestrian content, taking into account the campaign objectives. (Maximum score of 10 points). II.1.a.2. The media plan presented for the distribution of the videos will be evaluated based on the positioning and reach of the proposed media, taking into account the campaign objectives and target audience (maximum score of 10 points). II.1.a.3. The proposed influencers will be evaluated based on the number of their followers and their engagement with equestrian content, taking into account the campaign's objectives and target audience.. (Maximum score of 10 points). II.1.a.4. The content quality and creativity will be evaluated based on the ability to deliver engaing, informative, and audience-appropriate content that efectively communicates the value of the PRE horse.	15 10 10 10 10

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ICEX will assess the proposed team's experience in the equestrian sector with a maximum of 15 points: II.1.b. Teamwork: ICEX will assess the team's experience in developing promotional campaigns related to the equestrian sector, taking into account the number and quality of these campaigns in terms of media, reach, and impact. (Maximum score 15 points, obtained by averaging the score assigned to each of the proposed profiles)	15
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
25% of allocated points	Almost adequate
50% of allocated points	Adequate
75% of allocated points	Very good
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 agencies 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 agency, 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 were undertaken. A minimum **experience of three (3) years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than $ 57,000 in at least one 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.

Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to price. All competing agencies must present a detailed work proposal, that includes: A work plan aligned with the aforementioned objectives and strategy. The Agency will submit a detailed work proposal for the promotional campaign for the Purebred Spanish Horse, including an action schedule. This proposal will also include a description of the assigned team.

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

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8.3.1. 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.

8.3.2. Currency. The proposal will be drafted in **U.S. Dollars.** As long as the successful bidder is a Spanish company, payment may be made from ICEX Spain and not from the Economic and Commercial Office of Spain in Chicago. In such case, the currency conversion shall be stipulated in the contract, and the exchange rate applicable for converting the tender currency into dollars shall be determined based on the date of the contract award.

9. SUBMISSION OF PROPOSALS

9.1. Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Chicago, will send this briefing to different agencies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Chicago.

9.2. Submission of proposals. The agencies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** to the e-mail tenders@icex.es before July 2nd, 2026, at 23:59 Chicago time. 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 agencies 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 agencies in the preparation of the proposals, presentations and quotes will be at the expense of the said agencies. 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

9.2.4. Acceptance of terms. Submission of a proposal and participation in this tender implies the express acceptance by the competing agencies of all the clauses contained in this brief.

9.3. Amendment of proposals. Once competing agencies 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 agencies 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 agencies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each agency, 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 agency 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 agency 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

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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 agency.** A decision will be made as soon as possible from the published proposal due date. The decision will be notified vie e-mail to all competing agencies, in order to enable the selected agency to begin work promptly.

9.8. **Contact persons.** Questions related to this briefing might be addressed in written form until June 25th 2026, 23:59 Chicago time, only through the e-mail **tenders@icex.es**. In the interest of fairness, any questions by competing agencies, as well as the corresponding answers by ICEX, might be shared with all other agencies.

10. PROCUREMENT BOARD

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

President	**María Naranjo**	**Director of Agri-Food Industry**
Substitute	**Salomé Martínez Aparicio**	**Deputy Director of Agri-Food Industry**
Member	**Lluisa Oliveras**	**Head of Department**
Substitute	**Iker Aguirre**	**Deputy Head of Department**
Secretary	**Pedro Patiño**	**Deputy Director of Procurement**
Substitute	**Isabel Arias**	**Procurement Officer**

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

Erik Rovina Mardones
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Chicago

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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 agencies, 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 agencies.
- Higher percentage of women employed in the workforce of each of the agencies.
- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

a. **Technical Quality.** The agency 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 agency 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.

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- The personnel forming part of the project team assigned to the development and performance of the Contract, with the agency 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 agency, 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 agency 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 agency guarantees have been produced for ICEX and are not owned by third parties.
iii. The agency 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 agency within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.

c. **Confidentiality.** The agency 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 agency shall only permit access to the confidential information to those persons who have a need to know it for the purposes of carrying out the activities and services under the contract. The agency shall be responsible for ensuring compliance with the confidentiality obligations by the personnel in its employ and by any persons or entities working in collaboration with the agency or subcontracted by it.
ii. The agency also undertakes not to use any confidential information belonging to ICEX to which it may have access for its own or private purposes or for any other purposes.
iii. Failure to comply with the obligations indicated above shall entitle ICEX to bring civil or even criminal actions against the agency for any liability that might be applicable.

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3. CANCELLATIONS

a. **Termination.** ICEX reserves the right to unilaterally terminate the contract if the services are not performed by the agency in accordance with the instructions received from ICEX, if any of the deadlines applicable to the agency are not met, or 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 agency 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 agency 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 activitity.

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

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.

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FIRMADO

6. 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

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