



ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.

TRADE COMMISSION OF SPAIN IN Dublin

Dirección: Lincoln House

6-16 Lincoln Place

Dublín D02VH29

E-mail: tenders@icex.esDate: 6th June 2025

REQUEST FOR PROPOSALS

Submission: tenders@icex.es

Closing: 15th July 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Trade Commission of Spain in Dublin
Contract number	X026-02-2025
Proposal's request	Eat Spain Drink Spain Ireland
Timing, dates and possible number of renewals	From date of signature until 30 th October 2025 / No renewals
Max. budget for contract excluding renewals	25,000 Euros (twenty-five thousand euros), excluding taxes
Qualifying prerequisites	- Financial solvency: financial accounts for the best of the last three years and minimum of 37.500 euros. - Technical solvency: proven track record in communications and event marketing during the past five years. - Team requirements: a minimum of two staff members and a designate primary contact person
Points to be assigned based on evaluation of your proposal	Price (max. 30 points), Technical (max. 70 points)
Documents to be submitted separately, which together are the proposal	• The proposal: Consists of three separate submissions that together represent the proposal. Each individual submission needs to be emailed to the following address only: tenders@icex.es by 15/07/2025 10:00am CET. All files should not exceed 4MB in size if sent as attachments. 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) Financial offer (price)
Contact for questions	Only written questions by email before 10/07/2025 10:00am CET to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Dublin, invites companies to submit their proposals for the **EAT SPAIN DRINK SPAIN** campaign.

ICEX (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), whose international economic policy it implements. However, ICEX does not make part of the State administration and has some extent of budgetary and operational autonomy. For the fulfillment of its mission, ICEX counts on a network of professionals specialized in business internationalization. These professionals work at ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices established at different Spanish cities, and at nearly 100 **Economic & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

BACKGROUND

Spanish cuisine has transcended mere culinary appreciation in the Irish market, evolving into a culinary phenomenon that captivates consumers across the country with its diverse blend of traditional, modern, and cross-cultural influences.

A. Spanish wines.

Spanish wines have entrenched themselves as pillars of the Irish wine market, **ranking second only to Chile in sales, according to the latest Drinks Ireland report**. This surge in demand for Spanish wines is not merely a consumer trend but also a recognition among media, wine experts, and members of the trade.

Wines from Spain offer an extensive range of world class wines crafted from indigenous and organically grown grape varieties, displaying the regional diversity of its 71+ protected designations of origin. **Spain today is the third largest producer of wine, the world leader in wine exports and the #1 leader in organic vineyards planted.**

Wines produced in Rioja, Ribera del Duero, Rias Baixas and Rueda with the native Tempranillo, Garnacha, Albariño (**Ireland is the third biggest market in the world for Albariño**) and Verdejo grapes are most widely distributed in the market along with Cava, Spain's signature traditional method sparkling wines, as well as the unparalleled fortified wines of Jerez. But less familiar regions working with Monastrell, Mencia, Bobal, Cariñena, Godello, Macabeo and dozens of other indigenous varieties have also found the favor of the Irish wine media, trade and wine loving consumer.

B. Foods from Spain

Foods from Spain has become synonymous with quality and authenticity in Ireland, thanks to their rich heritage and uncompromising standards.

These include a variety of quality and gourmet foods such as: olives, olive oils (i.e. as gourmet EVOO sourced from estate grown olives), sherry vinegar (from Jerez a unique product with Designation of Origin), cheeses (Famed Manchego and so many more gourmet cheeses), Ibérico meat, Ibérico ham and charcuterie (Spain's gastronomic jewel) , fish preserves – tuna, anchovies

(sardines, etc. -, piquillo peppers, quince paste, crackers, tortas, gourmet potato chips (truffle, Ibérico ham flavour) pimentón (unique distinctive smoked paprika), saffron, marcona almonds, etc.

C. Market Potential

The demand for high-quality Spanish products in Ireland has reached unprecedented levels, evidenced by its flourishing presence in different shops such as Taste of Spain, Mercaolé, Fallon and Byrne, Sheridans, O'Briens, Mitchell and Sons, Butler's Pantry, Lotts, Ardkeen, Heart of Spain, etc.

Events like "Spanish Wine Week" have emerged as pivotal moments for celebrating Spanish wines, drawing enthusiastic participation from consumers eager to explore the diverse offerings from Spain's rich viticultural landscape.

The emphasis on fresh, seasonal ingredients in Spanish cooking aligns well with the Irish appreciation for quality produce. The focus on olive oil, fresh vegetables, seafood, and legumes resonates with the growing trend towards a healthy Mediterranean diet in Ireland. Popular Spanish staples like cured meats (chorizo, jamón ibérico), cheeses (manchego), and tapas perfectly complement the Irish love for charcuterie and pub fare.

In the **Irish hospitality sector**, Spanish cuisine has carved out a prominent niche, with a vibrant array of Spanish restaurants and bars dotting the culinary landscape. From bustling tapas joints to upscale Spanish eateries (La Gordita, Uno Mas, Cava Bodega, Port House) the presence of Spanish gastronomy is palpable and continues to captivate Irish diners. Additionally, Irish chefs are embracing the fusion of Irish and Spanish flavours, creating innovative dishes that showcase the best of both culinary worlds.

In bars and restaurants across Ireland, Spanish wines are a staple on wine lists. Whether sipped alongside tapas or paired with gourmet dishes, Spanish wines continue to garner accolades for their quality, versatility, and value for money.

OBJECTIVE AND TARGET OF THE ESDS CAMPAIGN

Designed to celebrate the impressive variety and diversity of Spanish gastronomy and beverages, during the period of the ESDS campaign there will be tastings, wine pairing dinners, food and wine tours, and workshops that will bring together food and wine enthusiasts across Ireland who want to learn and have some fun while tasting a range of delicious Spanish foods and wines.

Some of the finest retailers, wine merchants, and hospitality venues in Ireland will be offering promotions, discounts, and tasting events to sample a variety of regional Spanish specialties.

The goal is to generate excitement and appreciation for the vast and diverse landscape of Spanish gastronomy, beverages, and flavors.

Target Markets:

- Consumers (public interested in international cuisines, wines, foodies seeking authentic experiences)
- Bars, hotels, and restaurants (upscale restaurants, tapas bars, establishments with beverage programs)
- Media (food and beverages journalists, travel writers, social media influencers specializing in foods, etc.)

- Importers and retail (wine shops, gourmet food stores)

SCOPE AND COLLABORATION

We're looking for partners to help us create a week-long program filled with tastings, tours and special offers and promotions at bars, restaurants, and food and wine stores.

We will be working with a Marketing/ PR / Event Management and Communication **Agency** alongside other "collaborators" that are Spanish food and wine experts in the trade industry. This collaboration with both the Agency and the collaborators will ensure all ESDS campaign activities are aligned to maximize synergies and a comprehensive coverage across the campaign's various activities, including:

- Bar/Restaurant and Retailer Promotions
- Communication and PR Campaign
- Additional Consumer and Trade Events

For this briefing, the Spanish Economic and Commercial Office in Dublin invites qualified Agencies to submit proposals for devising and implementing the **ESDS Communication and PR Campaign**.

The Agency's point of contact will be the Spanish Economic and Commercial Office in Dublin, which will co-ordinate the activities with the Agency and supervise the agreed programme of promotional activities and the invoicing thereof.

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

The agency will develop a detailed and executable programme for Eat Spain Drink Spain consisting of three different activities:

COMMUNICATION AND PUBLIC RELATIONS

Objectives:

- Design and implement a communication strategy for the ESDS campaign, following ICEX guidelines, to **promote all the activities of the ESDS on media and social media, including the Agency** social media channels (Instagram/Twitter, etc.).
- Increase brand awareness for FWFS and the ESDS campaign.
- Drive registrations and attendance for ESDS events across the country.
- Generate positive media coverage about Spanish cuisine and wines.

Tasks to perform:

- **Create and issue press releases.**
- **Create pre-event calendar listings** in major wine and food industry websites and publications.
- Proactively seek **media interviews /coverage** for ESDS participants maximizing coverage before, during and after the ESDS campaign.
- **Identify media influencers, local journalists**, etc. to be reached and **invite them to the additional consumer and trade events.**
- **Identify and negotiate** sponsored content and **collaborations with food and wine influencers** (i.e. deliver samples, press pack, etc.)
- **Partner with media** outlets to leverage reach and influence of ESDS (All the food, Lovin Dublin, Irish Country Living, Irish Times, etc).

- **Develop and manage competitions** on media and social media to encourage consumer participation in various activities and events.
- **Monitor and Measure** media coverage, social media engagement and reservation bookings to the events to evaluate the success of the communication campaign.

SOCIAL MEDIA

The Agency should deliver a detailed social media communication calendar indicating the target date for each of the following:

- Create new content and regular posts for Foods and Wines from Spain (FWS) main social media channels:

<https://www.instagram.com/spainfoodwine>

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

- Generate excitement and interest in the Eat Spain Drink Spain promotions before, during and immediately following the campaign. Collaborations with prominent social media communicators and influencers is recommended, ensuring that these KOLs link in their publications to the Food & Wines from Spain social media.

EVENT COVERAGE

- The Agency will be required to attend the events organized by the Spanish Economic and Commercial Office in Dublin during the campaign, to provide real-time social media coverage.
- This includes creating and publishing posts, stories, and other digital content across relevant platforms (e.g. Instagram, etc.) to increase visibility and engagement during the events.
- The Agency should also collect visual material (photos and videos) for both live use and future reporting purposes.

RESTAURANT AND BAR PROMOTIONS

Objectives:

- To recruit restaurants and bars to participate in the Eat Spain Drink Spain campaign by encouraging them to design and implement tailored promotional activities. These may include special menus, tastings, exclusive offers, or other initiatives that best suit their business. Under the campaign slogan "*Eat Spain Drink Spain*", these promotions will highlight the quality of Spanish wines and gastronomy, helping to boost consumer awareness, drive sales of Spanish products, and strengthen customer loyalty for the participating venues.
- In parallel with retail promotions managed by the other collaborators, the Agency will support the on-trade sector by inviting establishments to actively promote Spanish food and wines, offering discounts and special experiences during the campaign period. Incentives may be offered to encourage participation—these could be financial or in-kind (e.g., Spanish wines or food products), like those available for the retail channel.

Agency Responsibilities:

- To identify, liaise with, and recruit restaurants and bars to implement promotional activities. The Agency must be able to secure partners from across Ireland, particularly in urban areas with high media impact. Collaborations with media partners or online booking platforms are encouraged, both to facilitate venue recruitment and to promote the campaign to consumers, driving participation in the offers and events. Promotions must run for a minimum of 7 days in each venue.
- ICEX will provide a list of certified *Restaurants from Spain* to be invited to participate. Activities in these establishments will be carried out under the same conditions as those in other participating venues.
- To provide digital assets for use by participating venues (e.g., banners, social media templates, etc.). These assets will be provided by the Spanish Economic and Commercial Office in Dublin.
- To include participating restaurants and bars in the broader campaign communication strategy, ensuring their activities are featured in media coverage and influencer (KOL) activations, thereby enhancing visibility and campaign impact.
- To deliver regular progress reports, including visual documentation of on-trade activities, and a final campaign report assessing impact and results.

Important Note:

- The number of on-trade promotions is open to agency proposals, but a minimum of 8 must be secured, including at least 3 *Restaurants from Spain*.

CONTENT CREATION FOR THE CAMPAIGN WEBSITE

- The Agency will be responsible for drafting the content related to the bar and restaurant promotions, including descriptions of the activities, participating venues, and relevant dates.
- This content will be used for publication on the [Foods and Wines from Spain](#) website, specifically on the page dedicated to the Eat Spain Drink Spain campaign.
- All content must be delivered in English, clearly written, and ready for online publication, following the guidelines provided by the Spanish Economic and Commercial Office in Dublin.

REPORTING

The agency must produce a final report, to be delivered no later than 30/10/2025 detailing the campaign execution with photos, including the media impact of the campaign. The report should include a detailed description of promotion strategy, efforts and results, including an analysis of social media activity and conclusions/areas for improvement for future editions.

Each partner promotion report must include the address and contact person details, as well as visual evidence and graphic material used during the promotions and activities undertaken.

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 services described in the contract will run from the date the agreement is signed by both parties until 30th October 2025.
- 3.2. Extension.** This contract is non-renewable.

4. BUDGET

The budget for the 2025 campaign has been set at a maximum of 25.000 EUROS (excluding taxes) and inclusive of fees and any third-party expenses. However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any. Under no circumstances can the budget be exceeded.

As the contract is non-renewable, the maximum value of the contract, is the same as the base tender budget.

Should any of the planned activities not be carried out, the budget allocated to the respective activities 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 Dublin.
- 5.2. Payment currency.** Payments to the company will be made in the currency of the Contract, which is Euros. 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.** ICEX will ensure that half the payment of the contract is made before the 15th of September, once the schedule of events has been delivered.

The other half of the total amount will be paid once the campaign has been executed with conformity and the final campaign report has been submitted, no later than 25/10/2025.

- 5.5. 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 in Dublin
Lincoln House
6-16 Lincoln Place

Dublín D02VH29

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 37.500 on the best of the past three years.
- 6.2 Technical solvency requirements.** The company selected will possess demonstrated expertise in the Irish wine, gourmet & gastronomy sector, and media, with a strong and established track record in food and wine marketing and promotion by submitting similar activities carried out during the past three years in Ireland.
- 6.3 Team requirements.** The role of each team member assigned to this project shall be specified in the tender. In addition, their curriculum vitae must be included in the proposal. The company must designate a primary contact person that is informed of all aspects of the contract, including administrative matters, and has direct continuous communication with ICEX, represented by the Economic and Commercial Office.

A minimum of two staff members assigned to this project is expected:

- A Project Director: at least 5 years' experience in Ireland. Experience in team management, and at least 2 years 'experience in food and drinks promotion in the Irish market.
- A Senior Consultant: at least 2 years of experience in food and drinks promotion.

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

The selected Agency must guarantee that during the contract period it will not work either in whole or in part for other clients, whatever their nationality, who have interests that may conflict with those of ICEX in this contract.

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

7. EVALUATION CRITERIA

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

EVALUATION CRITERIA	Scores (Max.)
I. Price competitiveness of the tender	30
For the Communications and PR element of the campaign, the offer with the lowest budget (up to a maximum of €25.000) will receive the highest score, and the rest will obtain the proportional score. Most economical offer = maximum score. Other offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) x maximum score per criteria.	30
II. Technical Proposal	70
ICEX will assess the quality of the proposed plan and the extent to which it satisfies most efficiently the objectives of the campaign, assigning points as described below. Detailed Media plan and KOL promotion campaign plan specifying: Which media channels (e.g., social media, traditional media, influencer marketing) will be used to reach the target audience, number of actions and types of Content (e.g., articles, press releases, posts, videos, etc.) aligned with audience demographics	20
- ICEX will assess the quality and ambition of the proposed media campaign. This includes evaluating: - the suitability of partnering media and the extent of the collaboration (max. 10 points). - the suitability of influencers and the extent of the collaboration (max. 10 points).	20
Calendar: Assessment of the proposed work calendar, including the distribution and scheduling of each planned activity. Evaluation will consider the coherence, feasibility, and level of detail provided, as well as the adaptability of the timeline throughout the campaign. A well-structured calendar that realistically aligns with the campaign's objectives and deadlines will receive a higher score.	10
On-trade promotions. ICEX will assess the quality and prestige of suggested establishments, other than first-time partners or Restaurants from Spain.	20
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	Poor
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 companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **total budgets, dates and clients, public or private sector**, for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 65.000 euros 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.
- **Curriculum vitae of the team** must be included in the proposal.

8.3. Document 2: Technical Proposal (PDF file). Tenderers must submit a detailed technical proposal that meets all the requirements set out in section 2 ("What we require") and a work plan in line with the above strategy and objectives. All the evaluation criteria set out in section 7.1. II., including deliverables.

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 – if any – are clearly separated

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

9. SUBMISSION OF PROPOSALS

- 9.1. Invitation to tender.** ICEX, represented by the Economic & Commercial Office of Spain in Dublin, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Dublin.
- 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 15th July 2025 at 10:00 AM IST**. 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.
- 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 is 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. Once and only if the competing company has been verified to comply with every requirement set in this brief, will document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, 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 10/07/2025 10:00am CET only via 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.

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



María Rodríguez de la Rúa
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Dublin

ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

Disproportionate or anomalous bid. Financial proposals will be evaluated to determine whether they can be considered disproportionate or anomalous. Bids will be considered disproportionate or anomalous when:

- The financial proposal is 20% below the maximum budget, in case there are fewer than three bidders.
- The financial proposal is 10% under the arithmetic mean of the bids submitted, in case there are three or more bidders. Notwithstanding, the most expensive bid will be excluded, when calculating the arithmetic mean.

Whenever a bid is considered disproportionate or anomalous, the interested party will be requested to justify their proposal, its terms and conditions, within the 72 hours following its notification. Having received the plea or the aforesaid time limit having expired, ICEX will decide, upon technical advice if necessary, on considering the bid disproportionate or anomalous, excluding it accordingly.

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

- Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, giving priority in case of equality, to the largest number of permanent workers with disabilities in the workforce, or the largest number of workers in inclusion in the workforce.
- Lower percentage of temporary contracts in the workforce of each of the companies.
- Higher percentage of women employed in the workforce of each of the companies.

- The draw, if the application of the above criteria had not resulted in a tiebreaker.

2. OBLIGATIONS

- a. **Technical Quality.** The company awardee shall be responsible for the technical quality of the work and services it may carry out during this contract. It shall also be responsible for any consequences arising for ICEX, or for third parties, from errors, omissions, inappropriate methods, or incorrect conclusions in the performance of the contract. In particular, the company awardee shall be responsible for:
- Ensuring that both the development and the result of the services and work which has been contracted to carry out comply with the quality specifications required by ICEX.
 - Compliance with the time-limits agreed with ICEX in each case.
 - Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.
 - The personnel forming part of the project team assigned to the development and performance of the Contract, with the company bearing sole liability in employment matters for the conduct and operation of the above-mentioned team.
 - The processing of any information and data made available to it.
- b. **Copyright and information rights.** The intellectual or industrial property rights for all works created by the company, as well as all the information gathered by the latter on behalf of ICEX in connection with this contract shall belong to ICEX, at no extra cost, upon payment of all relevant consultancy fees and expenditure herein agreed. This includes the right to use, reproduce, modify, distribute publicly and via online media. Said rights will be on a global basis and throughout the maximum period of copyright protection, for all the file types, in any format or language, and with all the effects determined by the law.
- i. All materials produced are the property of ICEX, including any intellectual property, printed materials, photography, website, videos and other offline and online publications.
 - ii. The company awardee will ensure that all vector files of materials produced, in any medium or format, are delivered to ICEX. This includes all original and edited photography, video, and social media files, which the company guarantees have been produced for ICEX and are not owned by third parties.
 - iii. The company shall, at its own expense, defend any claim or threatened claim brought by third parties against ICEX, insofar as the said claim is based on the allegation that the work carried out by the company within the framework of this contract infringes intellectual or industrial property rights of third parties or constitutes an undue appropriation of trade or industrial secrets belonging to third parties.
- c. **Confidentiality.** The company awardee is obliged to maintain professional confidentiality with regard to the information and documentation provided by ICEX for the performance of the services. This obligation shall remain in force both during and after the end of the activities to which the contract related, until the said information comes into the public domain or, for any other legitimate reasons, loses its confidential status. This clause shall not apply to information that is (i) in the public domain, (ii) already known to the party receiving it, (iii) disclosed in compliance with court orders or under legal obligations.

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

3. CANCELLATIONS

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

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

5. DATA PROTECTION

To solve any dispute, disagreement, issue or claim which may arise from the performance of the Agreement executed with the Awardee of this tender, the matter will be referred to Ordinary Courts and Tribunals of Madrid (Spain), expressly waiving any other jurisdiction. The language used in The parties hereby undertake to respect the current regulations on data protection (General Data Protection Regulation 679/2016 and Organic Law 3/2018 on Data Protection and guarantee of digital rights). The personal data of the contacts of both parties, including data related to the signatories of the agreement and related to the personnel of the Parties that must necessarily be contacted, will be processed by each of the Parties for the purpose to manage the relationship based on the execution of the contract that legitimizes the processing. The retention period for this data will be the duration of the contractual relationship and as long as they are necessary, or responsibilities may arise in accordance with the applicable regulations or as required by the authorities.

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

6. EUROPEAN FUNDING

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>