

A

ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
SPANISH ECONOMIC & COMMERCIAL OFFICE IN
TOKYO
Dirección: 3FL, 1-3-29 Roppongi, Minato Ku, Tokyo
E-mail: tenders@icex.es

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 20th of August 2025 23:59JST

Date: 4th August 2025

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Spanish Economic & Commercial Office in Tokyo.
Contract number	X078-09-2025
Proposal's request	Discovery Zone Japan
Timing, dates and possible number of renewals	Signed date until 20 th October 2025, with 2 possible extensions.
Max. budget for contract excluding renewals	3.000.000 JPY (Three million yen), tax excluded
Contract value including renewals and modifications	9.600.000 JPY (Nine million yen), Total term + extensions + modifications, tax excluded
Qualifying prerequisites	<ul style="list-style-type: none">- Financial solvency: financial accounts for the best of the last three years and a minimum of 4.500.000 JPY.- Technical solvency: proven track record in event executions and marketing during the past three years.- Team requirements: a minimum of three staff members and a designated primary contact person
Points to be assigned based on evaluation of your proposal	Price (max 30 points), Technical Proposal (max 70 points)
Documents to be submitted separately, which together are the proposal	<ul style="list-style-type: none">- The proposal: Consists of three separate submissions that all together represent the proposal. Each individual submission needs to be emailed to this address only: tenders@icex.es by 20th August 2025 23:59JST All files should not exceed 4MB in size if sent as attachment. For larger files please use a file transfer service.- The 3 (three) submissions:<ol style="list-style-type: none">1. Document 1: Documentation demonstrating qualifying prerequisites, and administrative requisites.2. Document 2: Technical offer (the work proposal / scope of work)3. Document 3: Financial offer (price)
Contact for questions	Only written questions by email before 15th August 2025 23:59 JST to tenders@icex.es



ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Tokyo, invites companies to submit their proposals for DISCOVERY ZONE JAPAN campaign.

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 specializing 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 & Commercial Offices** located in Spanish embassies and consulates all over the world.

1. PROJECT DESCRIPTION

Discovery Zone is a strategic initiative led by ICEX Spain Trade & Investment of Tokyo as part of the SpainFoodNation campaign, aimed at supporting Spanish gourmet food and beverage companies seeking entry into high-potential international markets. The 2025 edition in Tokyo, to be held on October 6th at the Hotel New Otani, is exclusively dedicated to Spanish brands that are not yet distributed in Japan.

The event offers participants the opportunity to present their products directly to key players in Japan's food industry, including importers, distributors, chefs, sommeliers, gourmet retailers, and specialized media. Through a professional showroom format, the Discovery Zone fosters new business relationships, enhances visibility for high-quality Spanish products, and facilitates access to one of the most important non-EU markets for Spain's agri-food exports.

As part of the broader collaboration between ICEX and Spain's Ministry of Agriculture under the Spain Food Nation VI agreement, Discovery Zone reinforces Spain's global reputation for culinary excellence. The Tokyo event responds to growing demand in Japan for premium, health-conscious, and origin-driven products, offering a unique platform to open new distribution channels and strengthen Spain's presence in the Japanese market.

EVENT OBJECTIVES

- To showcase a curated selection of high-quality Spanish products not yet available on the Japanese market, facilitating direct engagement with importers, distributors, retailers, sommeliers, chefs and media to generate new commercial opportunities and long-term partnerships.
- To promote the visibility of Spanish products through a professional showroom format within the Discovery Zone, enhancing awareness of Spain's rich culinary identity and encouraging Japanese buyers to explore and incorporate new Spanish references into their portfolios.
- To align with the broader #SpainFoodNation campaign by demonstrating the diversity, excellence and regional uniqueness of Spanish food and beverages, while positioning

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



- The Discovery Zone will include an exhibition and tasting area with sommelier, showcasing Spanish wines recognized in the “Wines From Spain Awards.”

2. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The agency will develop a detailed and executable program for Discovery Zone Japan consisting of several different activities:

2.1 Comprehensive Communication and Promotional Plan for Discovery Zone

The contracted agency undertakes to design, develop, and implement a comprehensive communication, visibility, and promotional plan for the Discovery Zone events and activations, with the aim of maximizing media exposure, social media presence, institutional visibility, and the attendance of high-profile professionals before, during, and after the event. This plan shall include, but not be limited to, the following obligations:

a) Communication and Promotional Strategy

- Preparation and presentation of a specific strategy to generate anticipation and visibility among importers, distributors, and professionals in the food and wine sector in Japan, with a special focus on innovative products in the market.
- Design of effective tactics aimed at capturing the attention of the target audience and facilitating their visit to the exhibition areas, encouraging business opportunities and meaningful interactions.
- Support for the marketing and communication efforts of ICEX, participating companies, and sponsors in relation to their involvement in the event.

b) Communication Materials

- Drafting, design, and production of all promotional and communication materials for the event, including “Save the Date” notices, invitations, press releases, media alerts, personalized communications, and web content for the program pages.
- All materials shall be produced in bilingual versions (English and Japanese) and comply with ICEX corporate identity and the branding guidelines of Foods and Wines from Spain.

c) Digital Catalogue of Participants

- Design, production, and delivery of a bilingual digital catalogue (English and Japanese) containing detailed information about all participating companies and their products, for promotional purposes and to facilitate business contacts before, during, and after the event.

d) Email Marketing Campaigns

- Design and execution of bilingual (English and Japanese) email campaigns targeting professionals in the sector, importers, and media in Japan, with the aim of promoting the event, encouraging attendance, and generating interest in the exhibiting companies.

e) Social Media and Digital Content

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



- Design and execution of a comprehensive social media campaign to promote the Discovery Zone through the official Foods and Wines from Spain channels.
- Submission of a communication calendar including pre-event campaigns (Instagram and Facebook), real-time coverage during the event (Instagram Stories), and post-event publications, with visually engaging content and messaging aligned with ICEX branding and aimed at a professional audience.
- Production and delivery of all graphic and audiovisual content required for the campaigns.

f) Website

- Preparation of content for the specific section of the event on the website foodswinesfromspain.com, including registration forms, session details, galleries, news, practical information, and contact information.
- Creation of informative and promotional materials (texts, images, videos, press releases, etc.) tailored to the needs of said section.
- Timely updating and distribution of news and updates to maximize visibility and generate interest.

g) Exclusive Use of ICEX Registration Platform

- All registrations must be handled exclusively through the ICEX platform under Upcoming Events, using either Google Forms or the registration tool provided by ICEX.
- The use of Eventbrite or any other third-party platform for this purpose is strictly prohibited.
- All paid advertising and event promotion must also be carried out through the ICEX platform to ensure consistent branding, regulatory compliance, and unified messaging.

h) Promotional Partnerships and Local Collaborations

- Identification and engagement of Japan-based sectoral associations, F&B digital platforms, and relevant event websites with a view to establishing promotional collaborations.
- Development of tailored proposals to secure promotional support ahead of the event (e.g., social media posts, newsletters, event calendars, joint content, etc.).

2.2 Logistics Management of Samples and Venue Coordination

The agency shall be responsible for the complete management of food and wine samples sent from Spain, as well as coordination with the event venue. In particular, the agency shall:

- Coordinate the reception, inventory, and quality control of samples, liaising with freight forwarders and customs agents as required.
- Ensure appropriate storage conditions before the event, including refrigeration or preservation as needed.
- Coordinate delivery, setup, and logistical requirements with the venue, including tables, electricity supply, and equipment.

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



- Identify, rent, and manage all required materials: tables, tasting utensils, ice buckets, signage supports, dishware, etc.
- Address and resolve any last-minute logistics issues or urgent needs on the day of the event.

2.3 Exhibitor Support and Institutional Coordination

To ensure optimal participation by Spanish companies, the agency must provide dedicated exhibitor services throughout the entire process. This includes:

- Provide direct support to participating companies before, during, and after the event, answering questions, supplying shipping and customs instructions, and ensuring clear deadlines.
- Serve as the sole operational point of contact for confirmed companies as designated by ICEX.
- Maintain weekly coordination with the Economic and Commercial Office of Spain in Japan, through updates and planning meetings.
- Manage on-site registration of all attendees and, if necessary, hire a logistics company to handle products not yet distributed in Japan.

2.4 Professional Staff and Talent Hiring.

The agency shall be responsible for hiring and managing all personnel necessary to ensure the quality and image of the event, including:

- **Sommeliers:** Hiring of experienced professionals with knowledge of wine and gourmet products to assist with tastings and communicate effectively with Japanese professionals.
- **Support staff:** Recruitment of hostesses, interpreters, and waitstaff to manage visitors, assist exhibitors, present products, and handle setup and dismantling.

2.5 Invitation Management and Guest Registration

Achieving high-quality attendance is a priority. The agency must develop and implement a targeted promotional campaign to attract top-tier Japanese professionals. This includes:

- Implement a database strategy, using proprietary or third-party professional contact databases, to attract relevant importers, distributors, buyers, chefs, sommeliers, F&B managers, and gourmet retailers.
- Design and execute email campaigns, formal invitations, and confirmation reminders.
- Manage guest lists and prepare printed or digital name badges for the exhibiting companies.

2.6 Final event report.

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



The agency will be responsible for preparing a full report upon completion of the event, to be delivered no later than **October 20th, 2025**. The report must include:

- Event Summary: Narrative and visual report of the event, including participation statistics, summary of activities, and analysis of outcomes, including social media impact.
- Feedback and Recommendations: Collection and summary of participant feedback and proposed improvements for future editions.
- The report must include graphic evidence, materials used, and contact details of all stakeholders involved.
- All contents shall be delivered in editable and open formats

All content and materials developed by the agency will become the property of ICEX

2.7 Photography and Image Rights

- The agency shall be responsible for hiring the photography team, assuming all related costs, and delivering a complete professional photographic dossier of the event.
- A selection of 30 general photographs must be submitted within 48 hours of the end of the event, and the full dossier within 7 days.
- All rights to use, reproduce, and exploit the photographs and related materials shall be the exclusive property of ICEX.

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 outlined in this contract shall commence on the date of signature by both parties and continue until October 20th, 2025, including completion of payment.

3.2 Extension. ICEX hereby reserves the right to renew the Agreement with the company awardee for 2 (two) additional campaigns from 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 extensions. 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 **3.000.000 JPY (three million yen), excluding taxes**. Bids will be made in

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



Japanese Yen, **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 letter, the total estimated total contract value of this contract is of a maximum of 9.600.000 JPY (Nine million six hundred thousand yen) excluding taxes, which includes the following maximum amounts:

- Main contract maximum budget: 3.000.000 JPY
- Renewal (first) maximum budget for 2026: 3.000.000 JPY
- Renewal (second) maximum budget for 2027: 3.000.000 JPY
- Modifications to the contract: up to 600.000 JPY. This may be due to the need to increase the duration of the event or the number of participating brands, or the need to add a complementary activity to the elements listed in this document).

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

5. PAYMENTS AND INVOICES

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

5.2 Payment currency. Payments to the company will be made in the currency of the Contract, which is Japanese Yen (JPY). Any currency exchange costs will be borne by the bidder.

5.3 Payments to offshore accounts. Payments to the 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 payment of the amount of the contract once the event has been executed with conformity, and the final report has been submitted, no later than October, 20th, 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:

ICEX España Exportación e Inversiones, E.P.E. - Economic and Commercial
Office, Spanish Embassy, 3FL, 1-3-29 Roppongi, Minato Ku, Tokyo

The Agency invoice will contain the following elements in English:

Company letterhead / logo

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).





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

6. REQUIREMENTS

- 6.1 Financial solvency requirements.** All competing companies will be required to provide a solvency report including financial accounts for the last three years. The minimum turnover requirement is an amount of 4.500.000 JPY, on the best of the past three years.
- 6.2 Technical solvency requirements.** The company must have a strong and proven track record in marketing and event executions. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years.
- 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 of Spain in Tokyo

A minimum of 3 (three) staff members to be assigned to this project is expected.

- **Project Leader:** Oversees the coordination of the event. A minimum of 7 years of demonstrable experience in managing promotional activities is required.
- **Media Coordinator:** In charge of executing the media strategy and preparing detailed reports on its performance. Candidates must have at least 5 years of relevant experience, including running social media campaigns and collaborating with media outlets.
- **Analyst:** Provides support to the coordinators in carrying out the event and is responsible for preparing the materials needed for both implementation and monitoring. A minimum of 3 years of experience in similar roles, preferably agri-foods events, is required.

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. Any changes of key personnel could affect its potential renewal. The company team will regularly hold meetings with the team of the Economic and Commercial Office in Tokyo to monitor the development of the project. These meetings can be held via videoconference.

- 6.4 Assignment.** The assignment of the contract to a third party is not allowed.

7 EVALUATION CRITERIA

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

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



EVALUATION CRITERIA		Scores (Max.)
I. Price competitiveness of the tender (Document 3)		30
<p>The offer with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score.</p> <p>Most economical offer = maximum score.</p> <p>Rest of the offers will have the following formula applied: points per offer = (price of the most economical offer / price of offer) X maximum score per criteria.</p> <p><u>Financial Proposals that exceed the maximum available contract budget will not be considered.</u></p>		
II. Technical Proposal (Document 2)		70
<p>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. ICEX will evaluate the proposal based on the following criteria:</p>		
<p>1. Communication and Visibility Plan (Max. 20 points)</p> <p>Quality and coherence of the media strategy, branding, and promotional tools to ensure broad visibility before, during, and after the event.</p>		20
<p>2. Logistics (Max. 15 points)</p> <p>Soundness of the logistics plan: transport and handling of samples, coordination with the venue, equipment, and setup timing.</p>		15
<p>3. Operational execution (Max. 15 points)</p> <p>Evaluation of the plan for on-site event management: exhibitor coordination, scheduling of activities (e.g. tastings, presentations), real-time supervision, and capacity to ensure that the event runs smoothly and according to plan.</p>		15
<p>4. Staffing and Guest Management (Max. 20 points)</p> <p>Assessment of the quality of the proposed team and the strategy for attracting, confirming, and managing key guests. Proposals will be rewarded for targeting relevant profiles and ensuring effective guest handling.</p>		20
Note: Proposals scoring below 35 points in the Technical Proposal will be excluded.		
TOTAL		100

The elements of the proposals - other than price - 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 **3 (three) separate documents (Administrative Requirements; Technical Proposal, and**

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



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 conditions 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 of **three years' experience** in similar projects is required.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 4.500.000 JPY 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.

8.3 Document 2: Technical Proposal (PDF file). The technical proposal should not make any reference to the price. All competing companies must present a detailed work proposal, that includes all the requirements explained in section 2 (What we demand), plus fulfil the evaluation criteria set out in section 7.1. II.

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

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

8.4.2 Currency. The proposal will be drafted in **Japanese Yen (JPY)**.

9 SUBMISSION OF PROPOSALS

9.1 Invitation to tender. ICEX, represented by the Economic & Commercial Office of Spain in Tokyo, will send this briefing to different companies. The briefing will also be published on the website of the Economic & Commercial Office of Spain in Tokyo and on ICEX's website (<https://www.icex.es/es/perfil-contratante>).

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 **August, 20th 2025 23.59 pm JST** 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

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

9.2.3 Language. The proposal will be drafted and presented in English or Spanish.

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

9.3 Amendment of proposals. Once competing companies have submitted their proposals, ICEX will not accept the submission of any amendments, additions or corrections, unless the latter result from a clarification requested by ICEX.

9.4 Clarification of proposals. Competing companies meeting the administrative requirements of the present brief may be invited by ICEX to clarify specific aspects of their technical or financial proposals, which will be done in written.

9.5 Compliance of proposals. All competing companies submitting a proposal should be aware that the Legal Services of ICEX will review the documentation submitted by each company, to ensure compliance with every requirement set in this brief. Non-compliance with any of the requirements established in the present brief will result in the automatic disqualification of the company concerned.

9.6 Assessment of proposals. Document 1 (Administrative Requirements) will be the first to be opened and assessed. 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, to enable the selected company to begin work promptly.

9.8 Contact people. Questions related to this briefing might be addressed in written form until August 15th 2025 23:59 JST, only through the e-mail tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

In Tokio, in the date of the signature

ICEX's Board of Directors

By Delegation (Resolution of 5 March 2025 BOE

[Official State Gazette] nº. 67 of 19 March 2025

Gonzalo Ramos Puig

Chief Economic and Commercial Counsellor

Economic and Commercial Office of Spain in Tokyo

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).





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.

- 10 A 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.
- 11 Lower percentage of temporary contracts in the workforce of each of the companies.
- 12 Higher percentage of women employed in the workforce of each of the companies.
- 13 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:

- 14 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.
- 15 Compliance with the time-limits agreed with ICEX in each case.
- 16 Omissions, errors, incorrect conclusions, or inappropriate methods that it may recommend and implement during the term of this contract.

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).





- 17 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.
- 18 The processing of any information and data was 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 regarding 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 is related, until the said information comes into the public domain or, for any other legitimate reason, 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 confidential information for those people who have a need to know it for the purpose 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 employment and by any person 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 action against the company for any liability that might be applicable.

3. CANCELLATIONS

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



- 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 the above is without prejudice to any claims for damage that might arise.
- b. **Cancellation, postponement or modifications of actions.**
- Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancellation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.
 - 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 for the celebration of the event that limits the number of expected visitors to half of the required, constitutes 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 at the events, constitute grounds for their postponement.
 - 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 of managing 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.

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).



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 the 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:

- 19 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.
- 20 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>

This activity is eligible for co-financing from the European Regional Development Fund (ERDF).

