

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: 6th of July 2026 09:00 CET

Date: 25th June, 2026

Who is contracting	ICEX España Exportación e Inversiones, E.P.E (ICEX), represented by the Spanish Economic & Commercial Office in Tokyo.
Contract number	X078-16-2026
Proposal's request	Request for Proposals for Strategic Consultancy Services: Running Advisory Councils and the Spain Food Nation Summit in Japan
Timing, dates and possible number of renewals	Signed date until 15 th October 2026, with 2 extensions.
Max. budget for contract excluding renewals	5.500.000 JPY (five million five hundred thousand yen), tax excluded
Contract value including renewals and modifications	17.600.000 JPY (seventeen million six hundred thousand), 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 5.500.000 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 6th July 2026 09:00 CET 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 1st July 2026 09:00 CET to tenders@icex.es



1. INTRODUCTION

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 **Spain Food Nation Summit**.

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.

Foods and Wines from Spain, a brand belonging to ICEX, is used to promote Spain's Wine and Food sectors in major export markets, such as Japan. To this end, every year, in coordination with ICEX, the Economic & Commercial Office of Spain in Japan plans, executes, and monitors a wide range of activities, targeting trade (importers, distributors, buyers, chefs, procurement managers), which occasionally include the end consumer. Gastronomy plays a central and key role in this strategy as a means of promoting Spain's food and beverage products to the various audiences and stake holders.

The food and wine B2B promotion activities organized by the Economic and Commercial Office of Spain in Japan include the Spanish national pavilion at Foodex, the "Open Days" and "Taste Spain/Discovery Zone" exhibitions, and buyer missions to Spain for events such as Barcelona Wine Week, Alimentaria, and Salón Gourmets. Additionally, the Office conducts the B2C campaign "Eat Spain Drink Spain", the gastronomy congress "Spain Fusion", the certification program "Restaurants from Spain", and specialized training programs for wine professionals, including "Spain Wine Specialist" and "Spain Wine Educator".

Spain Food Nation is a joint initiative by ICEX and the Ministry of Agriculture, Fisheries and Foodstuffs of Spain (MAPA) to educate and build awareness around the diversity and quality of Spanish food products, alcoholic drinks, and gastronomy in major export markets.

Spain Food Nation Summit (Summit) is an initiative organized by ICEX and MAPA; within the framework of the agreement between both institutions for the international promotion of the food industry, the figure of **Advisory Councils** in strategic markets for the food industry (China, USA, United Kingdom and **Japan**) has been created. These bodies, made up of professionals from distribution channels and main sector media, analyze market developments and trends and present valuable contributions to improve the positioning of Spanish food and beverage companies in these markets. The conversations will focus on the strategic guidelines that should drive sector promotion in the coming years, aiming to solidify the reputation of Spanish products as benchmarks of excellence and diversity in the Japanese market.

For reference, details regarding previous ICEX events are available on the website:

<https://www.foodswinesfromspain.com/en/upcoming-events>.



2. SCOPE OF THE ACTIVITY

Spanish food and wine compete with the rest of the world for position and consumer recognition in the Japanese market. Japan has been an important export market for Spanish food and wines for many years, and the Japanese consumer associates the country with good value and quality. Now is the time to further develop established campaigns and activities. The idea is to maintain those that are working well and, if needed, redirect activities to increase efficiency and address promising market segments, or introduce new ones that could move Spain's exports forward.

Considering the above, the ultimate objective of the consultants to be hired is to advise ICEX-Foods and Wines from Spain, through the creation of **Advisory Councils**, on how to increase sales of Spanish products, increase the number of listings/groups of Spanish products in distribution channels (including online), promote the presence of Spanish products with higher added value, and increase average prices to bring them closer to those of competitors.

The **Advisory Councils** should be comprised of well-known, leading figures in the wine, food and gastronomy sectors who have a profound knowledge of the market and of current main trends and are able to offer a series of recommendations and guidelines regarding action to be taken that can help define ICEX's strategy in the Japanese market.

The **Consultancy** is expected to set up the Advisory Councils' work meetings, moderate the sessions and draw up summaries and conclusions following each one, in line with the requirements set out in this brief. The Consultancy must be recognised as being solvent and well-regarded.

The conclusions drawn from the Advisory Councils' meetings will be presented at a live event styled the **Spain Food Nation Summit**, that will target a trade audience (Spanish exporters, Japanese importers, representatives of the foodservice sector, retailers and the trade press etc.). The Summit will take place in Japan on September 28th and the Consultancy's responsibilities are described below.

1. WHAT WE DEMAND – PROPOSALS SHALL INCLUDE

The Consultancy is responsible for the full management and logistics of all activations and must develop a comprehensive execution plan. This includes maintaining regular coordination with the Spanish Economic and Commercial Office in Japan through periodic updates and planning meetings to ensure successful project execution:

- 1.1. **Work for Advisory Councils.** The Consultancy will organize and manage the Advisory Councils in coordination with ICEX. Due to differing market dynamics and regulatory frameworks in Japan, the Advisory Councils will be divided into **two separate discussion groups** - one focused on the food industry and the other on the wine market -, which will meet in separate sessions:
 - **Identify, recruit and confirm advisory members:** Identify potential members and propose them to ICEX beforehand, securing the participation of **4–6 different experts** for each of the two Advisory groups. The profile of members should include importers, distributors, HoReCa, retail, association, trade media, culinary colleges, among others. The selected participants must be willing to share their knowledge and experience to help us define future strategy for promoting Spanish foods and wines in the Japanese market.



- **Annual Theme Selection & Research:** Define and establish the core themes and topics for this year's Summit. The selection process will be collaborative: while ICEX may propose initial topics, the final themes must be developed and finalized through consultation and discussion with the Advisory Council members. The Consultancy is responsible for conducting the necessary market research and assessment to guide and support these theme-definition discussions. One of the key themes for the 2026 Summit will focus on **organic products**.
- **Preparatory Meetings and Facilitation:** The Consultancy will be responsible for the comprehensive management, logistical coordination, and strategic facilitation of the preparatory Advisory Council meetings leading up to the Summit. This includes scheduling and date coordination with Council members. Following each preparatory session, the Consultancy is required to synthesize the discussions and deliver detailed minutes alongside a comprehensive report summarizing key conclusions, in both English and Japanese. These meetings will be held either in person at the Embassy of Spain in Tokyo or virtually, as required.

1.2. Work for Spain Food Nation Summit. The conclusions from the Advisory Councils will be presented at the annual Summit, scheduled for **September 28, 2026**.

- **Round tables preparation and management:** The scope of work includes the preparation and management of two 'round table' discussions at the Summit with the members of the Advisory Councils, who will discuss how to further Spanish-Japanese relations and explore the potential for further growth in the Japanese market. Each roundtable session must consist of **four panelists** and **one moderator**. To ensure high-level insights, the panels should ideally include two members from the corresponding Advisory Council. The moderator for each session must be an influential and relevant professional specialized in that specific sector or, alternatively, a qualified expert from the Consultancy may fill this role.
- **Audience Promotion & Registration:** Identify, invite, and follow up with key trade and media representatives to ensure high-quality attendance, securing **80-100 attendees**. The Consultancy will utilize its own database for invitations and manage the full registration process, including badge dispatch. Registration will be processed through a link on the event page, which will be created on the FWS portal (www.foodswinesfromspain.com).
- **Attendee List:** Deliver a complete, detailed attendee list (including full contact details) to ICEX. The target audience includes: Spanish exporters, Japanese professionals (importers, hospitality and retail professionals, trade press, etc.)
- **Marketing Materials:** Develop digital invitations, graphics, and promotional materials. The Consultancy must use the official branding, event graphics, and artwork provided by ICEX. The Consultancy must provide complete information on the Summit program to be included on the webpage of the Foods and Wines from Spain portal in English and Japanese. Furthermore, the Consultancy must ensure that the FWS portal's event page is live with essential details to allow for correct registration. As the event is on September 28th, the basic setup of the page must be completed between late July and early August at the absolute latest.
- **Final Report:** Deliver a comprehensive final report detailing all completed tasks, event outcomes, and full attendee contact information **no later than October 9th**.

3. TERMS AND EXTENSION OF THE AGREEMENT



- 1.3. Term.** The services outlined in this contract shall commence on the date of signature by both parties and continue until October 15th, 2026, including completion of payment.
- 1.4. Extension.** ICEX hereby reserves the right to renew the Agreement with the company awardee for 2 (two) additional editions 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.

2. BUDGET

- 2.1. Maximum Budget (all tax excluded):** the maximum budget for the execution of the project will be **5.500.000 JPY (five million five hundred thousand yen), excluding taxes**. Bids will be made in Japanese Yen, **excluding taxes**. However, the bidders must specify in their bids, as an independent item, the taxes that will be applicable, if any.
- 2.2. 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 a maximum of 17.600.000 JPY (seventeen million six hundred thousand) excluding taxes, which include the following maximum amounts:
 - Main contract maximum budget: 5.500.000 JPY
 - Renewal (first) maximum budget for 2027: 5.500.000 JPY
 - Renewal (second) maximum budget for 2028: 5.500.000 JPY
 - Modifications to the contract: up to 1.100.000 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.

3. PAYMENTS AND INVOICES

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.



3.4. Payment schedule. The consultant will issue the corresponding invoices to ICEX once the services are provided. Several instalments are possible, if corresponding to the delivery of the services (for example, after each Advisory Council meeting and after the services corresponding to the Summit). The final invoice must be remitted in October and supported by a final report on the project that should include conclusions and recommendations. 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 9th, 2026.

3.5. 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
Address
Date
Invoice number
VAT number
Description of the item/s
Total amount due

Regarding the consumption tax, amounts exceeding 40,000 JPY related to foreign diplomatic establishments are to be treated as duty-free. The concerned agency must apply to the Ministry of Foreign Affairs to be designated as a " Designated Consumption Tax-Exempt Store" (消費税免除指定店舗)¹. However, if the company has already completed this designation procedure when dealing with other embassies, a repeated application is not required. ICEX will forward the duty-free purchase list to the company via postal mail following the completion of payment.

4. 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 5,500,000 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 managing high-level advisory boards, summits, or food/wine-related events. The technical solvency of the company shall be demonstrated by submitting similar activities carried out during the past three years.

¹ For further information regarding the procedure, please refer to the [NATIONAL TAX AGENCY](#)



6.3 Team requirements. The Agency must assign a dedicated team of **at least three (3) members** to ensure the successful execution of the project.

- Core Team Qualifications
 - ✓ **Project Leader (1):** Minimum **5 years** of demonstrable experience in managing promotional activities. This person will serve as the **primary contact** for all administrative and operational matters, maintaining continuous communication with ICEX.
 - ✓ **Staff Members (2):** Minimum **3 years** of accredited experience in managing projects of a similar nature (event planning, logistics, or public relations in Japan).
- Language Proficiency
 - ✓ Japanese: Fluency is mandatory for all team members to ensure smooth communication with local Japanese stakeholders.
 - ✓ English or Spanish: At least one team member must be fluent to communicate effectively with ICEX and Spanish exhibitors (Spanish is highly preferred).
- Operational Rules & Management
 - ✓ Team Changes: ICEX Tokyo must be notified immediately of any personnel changes. Any replacing member must meet or exceed the original requirements. Frequent or unapproved changes of key personnel may affect contract renewal.
 - ✓ Progress Monitoring: The Agency team must attend regular progress meetings with ICEX, either on-site or via videoconference.

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

4. EVALUATION CRITERIA

The bids will be evaluated, and the contract awarded, in accordance with the following criteria:

TABLE 2. EVALUATION CRITERIA	
Evaluation Criteria	Scores (Max.)
I. Price competitiveness of the tender (Document 3)	30
<ul style="list-style-type: none"> The Consultancy with the lowest budget will receive the highest score of the item, and the rest will obtain the proportional score. Most economical offer = maximum score. 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. Financial Proposals that exceed the maximum available contract budget will not be considered. 	
II. Technical Proposal (Document 2)	70
<ul style="list-style-type: none"> 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 30 points in sections II.a to II.c will be automatically excluded. 	
II.a. Quality of proposed members for the Advisor Councils (20 points) <ul style="list-style-type: none"> – Curation Capabilities: Ability to identify and recruit top-tier, relevant food and wine experts. (10 points) 	20



<ul style="list-style-type: none"> – Industry Network: Possession of a strong, credible network or leverage to engage high-profile figures. (10 points) 	20
<p>II.b. Strategic Planning & Theme Conception (20 points)</p> <ul style="list-style-type: none"> – Trend Insight: Ability to understand global/domestic food and wine trends and propose socially impactful themes. (10 points) – Discussion Design: A clear roadmap to facilitate 3–4 previous sessions, synthesize expert opinions, and lead them to a definitive conclusion. (10 points) 	15
<p>II.c. Operational Methodology and Project Management Structure (15 points)</p> <p>Evaluation of the operational approach and organizational design proposed for the execution of this specific contract, divided into the following subcriteria:</p> <ul style="list-style-type: none"> - Methodological Approach & Quality Control (7.5 points): Quality, feasibility, and technical rigor of the proposed methodology for coordinating the Advisory Councils and executing the Summit sessions. This includes the effectiveness of internal mechanisms for risk mitigation and quality control. - Team Allocation and Operational Efficiency (7.5 points): Evaluation of the internal organization chart, clear assignment of roles, backup personnel strategies, and communication protocols between the agency, team members, and ICEX Tokyo to guarantee seamless execution. 	10
<p>II.d. Public relations and visitor attraction strategy (10 points)</p> <p>Level of detail and feasibility of the promotional strategy, action plans, and resources allocated to secure the targeted number of professional exhibitors and attendees from the food and beverage sector. Special emphasis will be placed on the strategy for attracting and vetting high-quality attendees.</p>	5
<p>II.e. Project timeline and reporting workflow (5 points)</p> <p>A logical, detailed timeline describing the execution phases of the project, including key milestones and a clear workflow for reporting to and obtaining validation/approval from ICEX at each critical stage.</p>	5
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



5. CONTENTS OF PROPOSALS

- 5.1. Proposal content.** Bidders are expected to present a proposal that includes **3 (three) 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.
- 5.2. 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 5.500.000 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.
- 5.3. 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 4 (What we demand), plus fulfil the evaluation criteria set out in section 9.1..
- 5.4. 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.
- **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
 - **Currency.** The proposal will be drafted in **Japanese Yen (JPY)**.

6. SUBMISSION OF PROPOSALS

- 6.1. 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>).
- 6.2. 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 **July, 6th 2026 09:00 CET** Proposals not submitted within the deadline will be automatically excluded.
- **Electronic files.** All files should be in digital (PDF and MS Excel) format only. Neither e-mails nor individual files sent as attachment should exceed 4MB in size. Should files be larger, the competing companies should use a file transfer service, which they have previously verified (e.g. WeTransfer, Dropbox, or other).



- **Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.
 - **Language.** The proposal will be drafted and presented in English or Spanish.
 - **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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. Contact people.** Questions related to this briefing might be addressed in written form until July 1st, 2026 9.00 am CET, 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] n°. 67 of 19 March 2025

Gonzalo Ramos Puig
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in Tokyo



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.

- 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.
- 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 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

- 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.**



- 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 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.
- 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 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.

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.

