Financiado por la Unión Europea NextGenerationEU

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

Date:2nd March 2026

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 16th of March 2026
09:00am CET

Who is contracting	ICEX España Exportación e Inversiones, E.P.E. (ICEX), represented by the Spanish Economic & Commercial Office in Tokyo
Contract number	X078-24-2026
Proposal's request	To appoint a PR/event management company to plan, promote, and operate the Pop-Up Store "Spain Shoes & Accesories" in Tokyo for Spanish shoe brands already established in Japan. This event will promote the image of Spanish shoe brands as offering the highest quality, reliability, and sustainability, generating excitement for Spanish footwear among fashion industry professionals and consumers in Japan.
Timings, dates and number of potential renewals	From date of signature until 30th June 2026
Max. budget for contract excluding renewals	16.600.000-JPY (sixteen million six hundred thousand Japanese yen) **excluding taxes**
Contract value including renewals	16.600.000-JPY (sixteen million six hundred thousand Japanese yen) **excluding taxes** There're no renewals.
Qualifying prerequisites	- **Financial solvency:** financial accounts for the best of the last three years and minimum of 12,000,000 JPY. - **Technical solvency:** proven track record in communications and event marketing during the past three years. - **Team requirements**: a minimum of three staff members and a designate primary contact person
Points to be assigned based on evaluation of proposals	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 16/03/2026 09:00am 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) 3. Financial offer (price)
Contact for questions	Only written questions by email before 12/03/2026 09:00am CET to tenders@icex.es

ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in Tokyo, invites companies to submit their proposals for the **SHOES FROM SPAIN POP-UP STORE** campaign.

ICEX (www.icex.es) is a Spanish public organisation, established in 1982, whose main purpose is to promote the internationalisation of the Spanish economy. ICEX is part of the Ministry of Economy, Commerce and Business of the Government of Spain (www.mineco.gob.es), whose international economic policy it implements. However, ICEX is not part of the State administration and has a degree of budgetary and operational autonomy. For the fulfilment of its mission, ICEX has a network of professionals specialised in foreign trade. These professionals work at the ICEX headquarters in Madrid, at the 30 Territorial and Provincial Trade Offices located in different Spanish cities, and at nearly 100 Economic & Commercial Offices located in Spanish embassies and consulates around the world.

1. PROJECT DESCRIPTION

BACKGROUND

Spain offers a wide range of footwear, from trendy urban styles to luxury, comfort, sneakers, espadrilles and sustainable products. Spanish shoes are known for their strong identity built on fashion, innovation, design quality, craftsmanship and sustainability. Spain is the second-largest footwear producer and exporter in the EU, and in 2024 around 158 million people worldwide wore Spanish shoes.

With a long shoemaking tradition, Spain combines artisanal heritage with modern technology. Its brands stand out for premium materials, careful manufacturing and the ability to follow global trends. Sustainability, comfort, versatility and Mediterranean-inspired design are increasingly important.

Spanish footwear is valued for craftsmanship, high-quality leather, innovative design, comfort-focused construction, and strong brand heritage, making it distinctive and highly competitive internationally.

In the Japanese market, we have been holding the B2B trade fair Shoes From Spain for many years. As a result, numerous Spanish shoes brands have established themselves in Japan. However, due to the recent depreciation of the yen, changes in lifestyles, and the decline in traditional specialised shoe retailer channels, exports to Japan have not recovered since the pandemic. We aim to bring these brands together to enhance the overall recognition of Spanish shoes, and by enabling customers to try them on, to boost sales and promote exports.

CAMPAIGN OBJECTIVES

The overarching goal of this project is to revitalise the positioning of Spanish footwear in the Japanese market through a high-impact B2C activation. The specific strategic objectives are:

1.1. Brand Positioning & Awareness: To elevate the perceived value of the "Shoes from Spain" brand as a collective seal of quality. The campaign must communicate the key pillars of Spanish footwear: premium leather craftsmanship, sustainable innovation, and Mediterranean design identity. The goal is to ensure Japanese consumers associate "Made in Spain" with durability, style, and comfort.

1.2. Experiential Engagement (Try-on Experience): To bridge the gap between digital awareness and physical product experience. Given that fit and comfort are decisive factors in purchasing footwear, the Pop-up Store must provide a seamless "touch-and-feel" environment. The objective is to lower the barrier to trial, allowing consumers to personally experience the superior comfort and fit of Spanish lasts (hormas) and materials.

1.3. Sales Activation & Market Penetration: To drive immediate sell-through for the participating brands during the event. Beyond mere exhibition, the Pop-up Store must function as a high-performance retail point that converts visitors into customers, helping established brands clear stock or test new collections, and providing quantifiable sales data.

1.4. Digital Amplification & Content Generation: To create "instagrammable" moments and organic buzz. The physical space must be designed with social sharing in mind (O2O strategy - Offline to Online), encouraging User Generated Content (UGC) and leveraging partnerships with fashion influencers/KOLs to reach younger demographics who may not visit traditional department stores.

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

The Agency is expected to deliver a comprehensive, turnkey solution for the execution of the Pop-Up Store "SPAIN SHOES & ACCESORIES", featuring around10 brands. The proposal must cover strategy, production, operations, and reporting across the following pillars:

A. VENUE STRATEGY & LEASING

Location Scouting: Identify and secure a high-traffic, street-level venue or a prime space within a high-end commercial facility (e.g., Omotesando, Harajuku, Ginza, or Shibuya areas).

Suitability: The venue must align with fashion-conscious consumers. Proposals must justify the location choice with data on footfall demographics and proximity to competing or complementary fashion brands.

Lease Negotiation: Handle all contractual negotiations, permits, and insurance requirements for a rental period of approximately one week before June 2026.

B. STORE DESIGN & VISUAL MERCHANDISING (VMD)

Concept & Design: Develop a creative spatial design that reflects the "Mediterranean Premium" identity of Shoes from Spain while allowing each participating brand to have a distinct presence.

Production: Procurement and installation of all necessary furniture, fixtures, shelving, mirrors, seating (crucial for shoe fitting), lighting, and signage.

Customer Flow: Design a layout that encourages circulation, easy browsing, and a comfortable fitting experience.

C. RETAIL OPERATIONS & STAFFING

Staffing: Provide a professional sales team experienced in footwear or fashion retail. Staff must be trained on the USPs (Unique Selling Propositions) of each participating Spanish brand to effectively communicate quality stories to customers.

Inventory Management: Coordinate closely with the Japanese distributors of the Spanish brands to manage stock logistics: receiving goods, tagging, daily replenishment, storage organisation, and the return of unsold goods post-event.

POS System: Provision of a payment system (cash/credit/QR payments) and daily sales reporting.

D. MARKETING, PR & COMMUNICATION PLAN

Traffic Generation Strategy: A concrete plan to drive visitors to the store. This should include targeted digital advertising (Meta, Google, etc.), newsletter blasts, and collaborations with relevant fashion media.

Influencer/KOL Campaign: Identification and management of fashion influencers (nano/micro/macro) to visit the store and post content. The proposal must specify the number of influencers and expected reach.

Launch Event (Optional): Propose a small opening event or media hour for press and industry professionals.

E. REPORTING & ANALYTICS

The Agency must submit a Final Report by 20/06/2026 containing:

Sales Analysis: Total sales per brand, best-selling SKUs, and average basket size.

Visitor Data: Footfall count and qualitative feedback from customers (e.g., comments on sizing, price, design).

Media Impact: Clipping report of all press mentions and social media metrics (Reach, Engagement, ROI of the influencer campaign).

Photo/Video Documentation: High-quality visual assets of the store and activation for ICEX's future use.

REPORTING

The agency must produce a **final report**, to be delivered no later than 20/06/2026 detailing the campaign execution, 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. 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 described services in the contract will run from the date the agreement is signed by both parties until 30th June 2026.

3.2. Extension. There´s no extension of this contract.

4. BUDGET

4.1. Maximum Budget (all tax excluded): the total maximum budget for the project will be 16.600.000-JPY (Sixteen million six hundred thousand Japanese yen). 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. Under no circumstances can the budget be exceeded.

Services provided by JAPAN-based companies are subject to the reverse charge and will not attract VAT, provided that our EEC VAT-exemption reference number (ESQ-2891001F) is quoted on their invoices. It falls under the B2B rule for supplies of services (VAT Notice 741A) that states the supply is made where the customer belongs. ICEX España Exportación e Inversiones, E.P.E. belongs to Spain, which is outside the scope of JAPAN VAT

4.2. Estimated contract value: 16.600.000-JPY Sixteen million six hundred thousand Japanese yen). The estimated total contract includes the value of the contract excluding taxes.

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. Any currency exchange costs will be borne by the bidder.

5.3. Payments to offshore accounts. Payments to bank accounts of the company located offshore will be subject to compliance with the domestic currency exchange legislation. Any international bank transfer fees or costs will be borne by the bidder.

5.4. Payment schedule. Payment Schedule. ICEX shall ensure payment by June 30th 2026 following the event, upon submission of the invoice.

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 invoices 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 an amount of 12,000,000JPY, on the best of the past three years.

6.2 Technical solvency requirements. The company must have a strong and proven track record in promotion and event executions. The technical solvency of the company shall be demonstrated by submitting similar activities carried out in the past three years in Japan.

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 in Tokyo.

It is expected that a minimum of three staff members are assigned to this project:

- Project leader: responsible for coordinating the entire campaign. Having a proven track record of 7 years coordinating promotion activities is required.

- Media coordinator: responsible for executing and reporting on the media campaign. A proven track record executing media campaigns on social media and collaborating with media, and 5 years of relevant experience is required.

- One analyst: responsible for assisting the coordinators in the execution of the campaign and preparing the necessary materials for the execution and tracking of the campaign. Three years of minimum experience executing similar campaigns is required.

The Agency will notify the Economic and Commercial Office in Tokyo 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

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

EVALUATION CRITERIA	Scores (Max.)
I. Price competitiveness of the tender	**30**
• The offer with the lowest budget (up to a maximum of16.600.000-JPY) 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. Financial Proposals that exceed the maximum available contract budget will not be considered. Unitary prices multiplied by the secured collaborations cannot exceed the maximum budget.	**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. Location of the Pop-up Store: Points will be awarded based on whether the venue size is appropriate, whether there is sufficient visitor traffic, and whether the customer base aligns with the pop-up store's target audience. - Attraction potential and Customer profile (max.10 points) - Size (max.10 points)	**20**
• Media and KOL promotion campaign plan (max. 30 points): 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). - the established KPIs on views and interactions of the KOL's campaign (max.10 points).	**30**
• Pop-up store design (max.20 points): ICEX will assess the quality of the design of the proposed plan. This includes evaluating: - the layout of fixtures and fittings, brand-specific positioning, and placement of brand logos (max.10 points). - the visual impact and effectiveness in appealing to consumers. (max.10 points). **Proposals that do not receive at least 35 points in the technical proposal will be automatically excluded.**	**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.
- **Team CV Submission Requirement** All proposals must include complete and up-to-date CVs for every member of the team responsible for executing the campaign. The CVs should detail each individual's relevant experience, qualifications, and specific role within the project.
- **Project References.** The dossier should detail promotional events of similar scale undertaken in the last 3 years, including **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 12,000,000JPY 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.
- **Documentation evidencing beneficial ownership** (projects financed by the Recovery, Transformation and Resilience Plan). In addition to the documentation to be included in the bid, the contracting body will request documentation evidencing the beneficial ownership of the tendering companies in the event that a black flag is detected by the 'MINERVA' tool, as regulated for this purpose in ORDER HFP/55/2023, of 24 January, on systematic analysis of the risk associated with conflicts of interest in the procedures implementing the Recovery, Transformation and Resilience Plan (PRTR).

  All competing companies must provide this information in the form of a document providing proof of beneficial ownership, issued by the competent body in the relevant foreign country. The information will be stored in accordance with the regulations on the protection of personal data.

  In addition to this document, bidders must complete all requested data in Annex 2 and include the completed **Annex X** in Document 1.

Failure on the part of the tendering companies to submit documentation evidencing their beneficial ownership, in the manner and by the deadline indicated in the request made by the contracting body before the tenders are evaluated will be grounds for exclusion from this procedure

8.3. Document 2: Technical Proposal (PDF file). The technical proposal must not contain any reference to price and must not exceed 75 pages.

Tenderers must submit a detailed technical proposal that meets all the requirements set out in section 2 ("What we require") and 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. The Agency must present the budget clearly according to table in Annex II.

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 **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.

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 16/03/2026 9:00 CET. 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 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. The document 1 (Administrative Requirements) will be the first to be opened and assessed. Once and only if the competing company has been verified to comply with every requirement set in this brief, will the document 2 (Technical Proposal) be opened, assessed and assigned evaluation scores. Finally, the document 3 (Financial Proposal) will be opened, assessed and evaluated. Thus, the price contained in the financial proposal offer will not be known until that moment.

9.7. Selection of company. A decision will be made as soon as possible from the published proposal due date. The decision will be notified vie 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 13/03/2026 9:00 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.

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.

- 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. **Cancelation, postponement or modifications of actions.**

   i. **Cancellation.** In the event of cancellation of an event, ICEX shall solely satisfy the expenses incurred by the company from the date of the contract (and in connection with the same) until the date of a formal notice of the cancelation by ICEX. To be reimbursed, the company must submit all documentary invoices of the expenses incurred up to that date.

   ii. **Postponement.** In the event that the said action is postponed due to sanitary conditions and the subsequent National, Provincial or Local restrictions in place, the parties will try to reach an agreement in good faith that benefits their respective interests as much as possible, in order to postpone the events to the nearest possible date. More precisely, a formal or informal governmental provision applicable to the city of celebration of the event that limits the number of expected visitors to half of the required, constitute grounds for postponement of the events. Additionally, the placement of cumbersome sanitary requirements to visitors and exhibitors (quarantines, sanitary tests, etc.), that could limit the attendance to the events, constitute grounds for their postponement.

   iii. **Modifications.** In the event that the sanitary or travel restrictions in place limit or impede the celebration of one of the events at a suitable date the parties will try to reach an agreement in good faith to modify the scope or place of the activity.

4. CONTRACT AND JURISDICTION

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 will be Spanish.

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

Recovery and Resilience Facility (RRF). The present file, promoted by ICEX Spain Trade and Investment, E.P.E. ("ICEX"), aligns with the priorities of national and European economic policies aimed at revitalizing and modernizing the productive fabric. It is part of the Recovery, Transformation and Resilience Plan (PRTR), financed by the European Union through the Next Generation EU Fund.

The modification of the PRTR through the DANA Addendum, approved by the Council of Ministers by Resolution of September 16th, 2025, and published in the Official State Gazette (BOE) on September 17th, 2025, is not merely a support measure for recovery and resilience in response to natural disasters. It represents a commitment to revitalizing and modernizing the productive fabric, while strengthening the country's capacity to respond to increasingly frequent external shocks, whether natural disasters linked to climate change or economic disruptions arising from international circumstances, such as sudden changes in tariff policies.

The Council Implementing Decision amending the Implementing Decision of 13 July 2021 concerning the approval of the assessment of Spain's Recovery and Resilience Plan, adopted at the Economic and Financial Affairs Council of the European Union on 10 October 2025, approves the addendum to the Recovery, Transformation and Resilience Plan. This addendum includes a new Component 32 ('Support for recovery and resilience in response to natural disasters'), whose Investment 5 is dedicated to support programmes for the internationalisation of companies located in territories affected by the DANA and to address the tariff crisis.

Within the DANA Addendum, the Recovery, Transformation and Resilience Plan includes, among other initiatives, the strategic program "Business Internationalization Programs," linked to ICEX Spain Trade and Investment's area of competence. The actions under this new component contribute to four of the six pillars of the Recovery and Resilience Facility:

1. A decisive contribution to the green transition
2. Support for the digital transformation of society
3. Promotion of smart, sustainable, and inclusive growth
4. Strengthening of social and territorial cohesion

The new component will finance, with Next Generation EU funds, a series of investments that can be executed before mid-2026, the deadline for the implementation of the Recovery, Transformation and Resilience Plan.

This procurement file is financed by the European Union's Recovery and Resilience Facility, established by Council Regulation (EU) 2020/2094 of December 14 and Regulation (EU) 2021/241 of February 12, 2021, of the European Parliament and the Council, which regulate and approve the European Union Recovery Instrument to support recovery following the COVID-19 crisis, and the Recovery and Resilience Facility (RRF). Specifically, this action falls under Component 32 related to Support for Recovery and Resilience in response to natural disasters, and within it, Investment 05 on the evaluation of support programs for the internationalization of companies in territories affected by the DANA and to address the tariff crisis.

Its financing is expected to be fully covered by appropriations from service 50 “Recovery and Resilience Facility,” under the budget of the Ministry of Economy, Trade and Enterprise through corresponding capital transfers from the State Secretariat for Trade to ICEX during fiscal years 2025 and the first half of 2026.