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ICEX ESPAÑA EXPORTACIÓN E INVERSIONES, E.P.E.
SPANISH ECONOMIC & COMMERCIAL OFFICE IN LONDON
Part Level 4 Podium,
125 Old Broad Street,
London - EC2N 1AR

Date: 30 September 2026

REQUEST FOR PROPOSALS

Submission: tenders@icex.es
Closing: 20th October 2026 at 17:00 GMT

Who is contracting	ICEX España Exportación e Inversiones, E.P.E. (ICEX), represented by the Spanish Economic & Commercial Office in London
Contract number	X043-31-2026
Proposal's request	To select an agency ("the Company") to deliver an exhibition for Interiors from Spain at Clerkenwell Design Week 2027.
Timings and dates	From date of contract signature until 30th June 2027
Max. budget for contract excluding renewals	65,000 GBP (sixty-five thousand pounds sterling), **excluding taxes**
Qualifying prerequisites	- **Financial solvency:** financial accounts for the last three financial years, demonstrating an annual turnover of not less than 90,000 GBP in at least one of those years - **Technical solvency:** proven track record in communications and PR in the interiors sector over the past three years. - **Team requirements**: a minimum of two 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 20th October 2026 at 17:00 GMT Files should not exceed 4MB in size if sent as attachments. For larger files please use a file transfer service. - **The three submissions:** 1. Administrative requirements and documentation demonstrating compliance with the qualifying prerequisites. 2. Technical Proposal 3. Financial Proposal (price)
Contact for questions	Written questions may be submitted by email only to tenders@icex.es up to 17:00 GMT on 15 October 2026.

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ICEX España Exportación e Inversiones, E.P.E. (hereinafter, ICEX), represented by the Economic & Commercial Office of Spain in London, invites companies to submit their proposals for the delivery of an exhibition for Interiors from Spain at Clerkenwell Design Week 2027.

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

We seek a UK-based, design-focused PR and communications agency (the Company) with proven experience in architecture and interiors, media relations, and the coordination of events in this sector.

The Company will plan and coordinate an exhibition of Spanish design for Interiors from Spain at the Chapter Hall of the Museum of the Order of St John during Clerkenwell Design Week 2027.

Clerkenwell Design Week will take place from 25-27 May 2027.

It is anticipated that 9–10 brands will take part, with the exhibition featuring approximately 20–25 products, including furniture, lighting, accessories, textiles and surface materials.

BACKGROUND INFORMATION

Key stakeholders

ICEX Spain Trade and Investment is the arm of the Spanish administration in charge of aiding and expanding exports of products from Spain.

The Consumer Goods Department at the Spanish Economic & Commercial Office in London is responsible for the promotion and support for Spanish interior design products in the UK. The Spanish Economic & Commercial Office depends on ICEX Spain Trade and Investment. The territory covered by the Spanish Economic & Commercial Office is Great Britain & Northern Ireland.

The Spanish Economic & Commercial Office will liaise between the Company, ICEX Spain Trade and Investment, the Spanish brands, Clerkenwell Design Week (CDW) and the venue management, as required.

Interiors from Spain is an initiative of ICEX Spain Trade and Investment and acts as an umbrella brand to promote Spanish design internationally, including furniture, lighting, textiles, surfaces, kitchen and bath fittings, rugs and decorative accessories.

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For further information visit:

ICEX Spain Trade and Investment https://www.icex.es/

Interiors from Spain https://www.interiorsfromspain.com/en/index https://spainisin.com/

Interiors from Spain IG https://www.instagram.com/interiorsfrom_spain

Past activity

In 2026, an Interiors from Spain exhibition took place at Clerkenwell Design Week for the first time. Called El Salón, it was produced by Disegno Journal and designed and built by Tomás Alonso, and it took place in the Chapter Hall at the Museum of the Order of St John. It featured nine Spanish companies. Further information and reference materials are available at:

https://spainisin.com/el-salon-at-clerkenwell-design-week/
https://www.clerkenwelldesignweek.com/interiors-spain-presents-el-salon
https://www.youtube.com/watch?v=mM6nZLTqPtE
https://www.instagram.com/stories/highlights/18102004154292857/

2. WHAT WE REQUIRE – PROPOSALS SHALL INCLUDE

2.1 Key requirements

The Company will be required to:

1. Select and manage a Designer and an exhibition builder, ensuring the exhibition is delivered on time. These roles may be fulfilled by the same supplier.

   The Company shall be free to propose a shortlist of Designers based on the requirements of the project, with no requirement for the Designer to be of Spanish nationality or based in Spain. The final selection and appointment of the Designer shall be subject to the approval of ICEX Spain Trade and Investment and the Spanish Economic and Commercial Office.

   The Company is encouraged to consider a multidisciplinary Designer or design studio with experience in installation, interior and/or spatial design, and with expertise in the specification of products and materials for interior design and architectural projects. Preference should be given to candidates with experience of delivering projects in the United Kingdom and a strong understanding of the UK design, architecture and interiors sector.

2. The Company will be responsible for planning, hiring, and coordinating all personnel, contractors (including any specialist contractors required), and other resources needed to ensure the exhibition is fully completed and ready for opening no later than two (2) hours before the scheduled opening time.
   The Company must ensure that sufficient personnel and resources are allocated to meet this deadline.

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3. Develop and deliver the visual identity and promotional materials, including:
    - visuals for the press and social media
    - an exhibition catalogue
    - invitations
    - signage

4. Lead the press and communications campaign and media relations for the event, coordinating with CDW's own PR team as necessary.

5. Organise a networking event (party) on the late-night opening day, including catering. If appropriate this may include a brief talk by the Designer.

6. Arrange professional photography of the completed exhibition and the production of video materials.

7. Submit a post-event report by 30 June 2027, which must include press coverage (clippings).

The Technical Proposal

Bidders are required to submit a detailed and executable programme ("the Technical Proposal").

At this stage, we do not require a fully developed exhibition design proposal, as the list of participating brands and products has not yet been confirmed. Instead, the Technical Proposal should demonstrate the bidder's proposed approach and capability by including the following:

- A proposed timeline for the delivery of the event, including a description of the methodology for each element and a project plan.
- A suggested list of suitable Designers, with a brief indication of their relevant experience and approach.
- Initial ideas for the exhibition theme and conceptual approach, demonstrating an understanding of the brief, the venue and the Interiors from Spain brand.
- A proposed media strategy, including a suggested list of target media.

2.2 Other relevant considerations

Timeline:

When preparing the timeline for the event, a few key dates need to be considered:

- Deadline for brand admissions will likely be the week of 18 January 2027.
- The Designer's proposals for the exhibition design, name and concept need to be available by week of 22 February 2027.
- Product selection, including colours, sizes and finishes, to be completed by 15 March 2027.
- Visual for the press and first information on the exhibition narrative for communication purposes to be available by 19 March 2027, or by the time required to meet CDW press deadlines.
- Full graphic identity and a complete set of visuals for social media to be available by 20 April 2027.

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Coordinating with the participating brands:

- The Spanish Economic & Commercial Office will liaise between the Company, ICEX Spain Trade and Investment, the Spanish brands, Clerkenwell Design Week (CDW) and the venue management, as required.
- In particular, the Spanish Economic & Commercial Office will coordinate with the participating brands during the brand selection, press material collection, and logistics phases. The Company and/or the appointed Designer are encouraged to liaise directly with the participating brands during the product selection phase.

The brands/products selection:

- Interested brands will apply online on ICEX's website to take part in the event. If more suitable applications are received than can be accommodated, the Company and/or the Designer will select the most suitable brands.
- The exhibition must incorporate approximately 20–25 pieces from 9–10 participating brands.
- Each brand will suggest five products for the Designer's consideration. The Designer will select 2–3 products per brand and will coordinate with each brand the exact finish, colour and size required.

  There is some room for negotiation outside the five products proposed by the brands, but exceptions may be considered if required for the coherence of the exhibition concept and agreed with the Spanish Economic & Commercial Office and the brand.

The venue:

- The Spanish Economic & Commercial Office will cover the venue hire directly. The Spanish Economic & Commercial Office's agreement with the venue includes a specified number of hours allocated for build and set-up. The Company shall be responsible for ensuring that all build and set-up work is completed within this allocated period. Any additional time or costs required as a result of the Company's requirements shall be the Company's responsibility.
- The venue will be the Chapter Hall at the Museum of the Order of St John in London (approximately 110 sqm), and two additional rooms, the Old Chancery (approximately 20 sqm) and the Council Chamber (approximately 18 sqm). More details can be made available upon request.

Link to the venue website: Museum of the Order of St John

The Chapter Hall

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The exhibition design:

- The design must take into account the characteristics of the exhibition space and include specific signage proposals for the ground-floor entrance and staircase areas, and a main introductory wall graphic in the Chapter Hall featuring the exhibition title, narrative text, official logos and credits.
- Designs that zone the space by brand, at least partially, are preferred.
- The names of the participating brands must be clearly displayed in the exhibition area
- Background music may be played through the venue's sound system to enhance the visitor experience
- The overall concept should reflect contemporary Spanish design and be coherent with the Interiors from Spain brand

The exhibition build:

- The venue has strict rules regarding installation. These include avoiding dragging heavy items across the wooden floor and maintaining a safe distance from any artwork displayed on the walls. Detailed information about the specific requirements will be provided in due course.
- The exhibition must be fully completed at least two hours prior to the event opening.

Logistics:

- The venue is located on the first floor. There are four flights of stairs and two standard-size lifts available for goods-in. These restrictions should be considered when selecting the exhibits and any other exhibition elements that need to be brought into the venue.
- Each participating brand will be responsible for the delivery and collection of its own exhibits as well as for on-site packing and unpacking.

  The Spanish Economic & Commercial Office will coordinate with the brands, the Company and Clerkenwell Design Week (CDW) to ensure smooth and efficient operations.

Press materials and press campaign:

- The Spanish Economic & Commercial Office will liaise with the participating brands as soon as the product selection has been completed, to compile the necessary press materials and make them available to the Company.
- The press communications campaign for the event must include, as an additional element, the production of a generic press release covering the broader Spanish participation at Clerkenwell Design Week (CDW), beyond the Interiors from Spain exhibition.
- The Company is encouraged to assess engaging a media partner in order to maximise impact.

Networking event/party:

The venue has an approved list of caterers. The Spanish Economic & Commercial Office will be able to advise and provide information on suppliers used in the past with good results. The event is expected to host approximately 100–120 attendees

The Company is encouraged to assess including a talk or presentation by the Designer as part of the event.

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Catalogue:

The exhibition catalogue must be produced in both digital and print formats, with an estimated print run of 300 copies.

Branding:

The Spanish Economic & Commercial Office will provide the Company with the official logos and brand guidelines.

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 30 June 2027.

3.2. **Extension.** The contract is not subject to renewal.

4. BUDGET

4.1. **Maximum Budget (all tax excluded):** the total maximum budget for the project will be 65,000 GBP excluding taxes (sixty-five thousand pounds sterling). Bids will be made in British pound sterling (GBP), **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 UK-based agencies are subject to the reverse charge and will not attract VAT, provided that our EEC VAT-exemption reference number (ES Q-2891001F) is quoted on invoices to us. 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 UK VAT scope.

4.2. **Estimated contract value:** the estimated total contract value includes the value of the contract and the value of its possible extensions and its modifications, excluding any applicable taxes. The total estimated total contract value of this contract is of a maximum of 65,000 GBP 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.

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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 Spanish Economic & Commercial Office.

5.2. **Payment currency.** Payments to the Company will be made in the currency of the Contract, which is pound sterling (GBP). Any currency exchange costs will be borne by the bidder.

5.3. **Payment schedule**. ICEX's standard payment terms are thirty (30) days from the date of invoice. Payments will be made according to the following schedule:
Forty percent (40%) of the total contract amount in the 2nd week of January 2027
Forty percent (40%) of the total contract amount in the 2nd week March 2027, subject to ICEX's reasonable satisfaction that the project is progressing in line with the timings set out in the project plan, and that there are no significant delays attributable to the Company.
The remaining twenty percent (20%) payable upon completion of the project.

5.4. **Invoice details.** All the invoices should be addressed to:

ICEX España Exportación e Inversiones, E.P.E.
Paseo de la Castellana 278, 28046 Madrid, Spain
VAT Number: ES-Q2891001F

And must be sent electronically to londres@comercio.mineco.es

ICEX's VAT exemption number, ES-Q2891001F, must be quoted on all invoices.

All invoices shall include the following elements:

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

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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 90,000 GBP, on the best of the past three years. This report must be included in the 'Document 1. Administrative Requirements' part of the Proposal.

6.2 Technical solvency requirements. The company must have a strong and proven track record in PR and communications within the interiors sector. Its technical capacity shall be demonstrated by submitting examples of work carried out in the UK interiors sector over the past three years. These documents must be included in the 'Document 1. Administrative Requirements' part of the Proposal.

6.3 Team requirements. The role of each team member assigned to this project shall be specified in the excel format provided in Annex I. This Annex, together with the CV of the proposed team members, must be included in the 'Document 1. Administrative Requirements' part of 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 the Spanish Economic & Commercial Office.

A minimum of two staff members shall be assigned to the project:

- A senior team member tasked with directing and managing the project with a minimum of five (5) years of verifiable experience in PR and communications within the interiors sector in the UK.
- A supporting team member responsible for assisting with the day-to-day running of the campaign with a minimum of three (3) years of verifiable experience in PR and communications within the interiors sector in the UK.

The company shall notify the Spanish Economic & 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 the potential renewal of the contract.

The company team will regularly hold meetings with the team of the Spanish Economic & Commercial Office 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.

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7. EVALUATION CRITERIA

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 Financial Proposal with the lowest total budget (excluding taxes) will receive the highest score, and the rest will obtain the proportional score: - Most economical offer receives maximum score. - Rest of the offers will have the following formula applied: *points per offer =* *(price of the most economical offer / price of each offer) x maximum score (30).* Financial Proposals that exceed the maximum available contract budget will not be considered.	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 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 this section will be automatically excluded.	
• Scope of action plan. This criterion will assess the extent to which all required activities and deliverables described in Section 2 are addressed in the **Technical Proposal**.	15
• Understanding of the project objectives and target audiences We will evaluate the extent to which the Technical Proposal demonstrates a clear understanding of the project objectives, particularly in relation to raising the profile of Spanish design, and of the target audiences for the event.	10
• Feasibility of action plan. We will evaluate the proposed timeline for the event to determine the extent to which it is realistic and clear, and can be successfully delivered within the given timeframe, budget, and logistical constraints. Proposals that present a detailed and coherent approach to implementation will be valued positively.	10
• The extent to which the Technical Proposal is perceived to reinforce the Interiors from Spain brand. We will evaluate whether the Technical Proposal offers positive brand reinforcement and reflects contemporary ideas about Spanish design including an image of quality and authenticity.	10
• The level of technical excellence in the work plan We will evaluate the technical quality of the proposed methodology and delivery approach. Particular consideration will be given to the proposed methodology for the selection of the Designer, the development of the graphic identity, and the planning and delivery of the networking event. The Technical Proposal should demonstrate a clear understanding of the brief and explain how the Company will coordinate the various suppliers and activities	15
• Strength of the media and PR strategy. We will evaluate the proposed media and communications strategy, including the selection of target media and approach to media outreach and follow-up.	10
TOTAL	**100**

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The elements of the proposals - other than price - will be scored as follows:

0% of allocated points	Not enough information
25% of allocated points	Poor
50% of allocated points	Adequate
75% of allocated points	Very good
100% of allocated points	Excellent

8. CONTENTS OF PROPOSALS

8.1. **Proposal content.** Bidders are expected to present a proposal that includes **three (3) separate documents (Administrative Requirements; Technical Proposal, and Financial Proposal)**, as detailed below. Proposals that miss any of the said documents will be considered incomplete and excluded.

8.2. **Document 1: Administrative Requirements (PDF file).** All competing companies must present an electronic file in PDF format, comprising the following documents:

- **Acceptance letter.** All bidders are required to provide an acceptance letter, signed by a legal representative of the company, accepting each and every term and condition stipulated in the present briefing.
- **Project References.** The document should detail projects of similar scale undertaken in the last 3 years, including **dates and clients** for whom the services and/or work was undertaken. A minimum **experience of three years** in similar projects is required.
- **Team experience**. Bidders must submit Annex I and the CVs of the assigned team members.
- **Financial Solvency.** Bidders must prove an annual turnover of more than 90,000 GBP in at least one of the last three years.
  Bidders must indicate clearly whether they rely on joint ventures or subcontracting arrangements to meet this requirement and provide documentation that demonstrates the extent and seriousness of this relationship.

8.3. **Document 2: Technical Proposal (PDF file).** The Technical Proposal must not contain any reference to price. Bidders 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.

8.4. **Document 3: Financial Proposal (Excel file).** Competing companies must present a Financial Proposal including a single global budget for the project. The company must present the offered tender price, which must iinclude all applicable costs, 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 where taxes – if any are applicable – are clearly separated.

8.4.2. **Currency.** The Financial Proposal will be drafted in **British Pound Sterling (GBP).**

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9. SUBMISSION OF PROPOSALS

9.1. **Invitation to tender.** ICEX, represented by the Spanish Economic & Commercial Office in London, will send this briefing to different companies. The briefing will also be published on the website of the Spanish Economic & Commercial Office.

9.2. **Submission of proposals.** The companies wishing to participate in the tender must send the documentation exclusively in digital format (PDF), **ONLY** by email to tenders@icex.es before 20th October 2026 at 17:00 GMT. 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, (e.g. WeTransfer, Dropbox, or other).

9.2.2. **Expenditures.** Please note that any expenditure incurred by competing companies in the preparation of the proposals, presentations and quotes will be at the expense of the said companies. Submission of the offer will not generate any fees or reimbursement of any type of expenses from ICEX.

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

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

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

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9.8. Contact persons. Questions related to this briefing might be addressed in written form up to 17:00 GMT on 15 October 2026 only via e-mail to tenders@icex.es. In the interest of fairness, any questions by competing companies, as well as the corresponding answers by ICEX, might be shared with all other companies.

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

Gonzalo García Andrés
Chief Economic and Commercial Counsellor
Economic and Commercial Office of Spain in London

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ADMINISTRATIVE CLAUSES

1. FINANCIAL PROPOSAL CALIFICATIONS

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

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

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

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

- Higher percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the 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:

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- 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.

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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.

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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

European Regional Development Fund (ERDF). This project can be subject to financing of the European Union through the European Regional Development Fund. The successful tenderer will be obliged to comply with the information and advertising obligations set out in Annex XII, section 2.2. of Regulation (EU) 1303/2013 of the European Parliament and of the Council of 17 December 2013, and, in particular, the following:

- In the working documents, as well as in the reports and in any type of medium which is used in the actions necessary for the subject of the contract, the EU emblem will appear in an obvious and noticeable way, in making explicit reference to the European Union and the European Regional Development Fund.

- In any public dissemination or reference to the actions provided for in the contract, whatever the means chosen (brochures, posters, etc.), the following elements must be included in a noticeable manner: emblem of the Union European in accordance with established graphic standards, as well as the reference to the European Union and the European Regional Development Fund, including the motto “A way of making Europe”.

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