

**OPEN COMPETITIVE TENDER FOR THE SELECTION OF THE IMPLEMENTING BODY OF THE PROGRAMME FOR INFORMATION AND PROMOTION OF AGRICULTURAL PRODUCTS IN THE THIRD COUNTRIES NAMED “RED GOLD FROM EUROPE – EXCELLENCE IN EU PRESERVED TOMATOES IN THE U.S.A.” – ACRONYM “EU RED GOLD USA” - INVITATION TO PRESENT PROPOSALS N. 2018/C 9/09) OF 12.01.2018**

**TECHNICAL SPECIFICATIONS**

**1 – Preliminary Information**

**ANICAV – the National Association of Canned Vegetable Industries**,– with its registered address in Viale della Costituzione Centro Direzionale Isola F/3 – 80143 Naples – Italy – C.F. 80018140634 – Tel. +39 081 7347020 – Fax +39 081 7347126 – email info@anicav.it – PEC (certified email) anicav@pec.it hereinafter the “Client”, announces a public Tender for the selection of an “Implementing Body” through an Open Competitive Procedure

**1.1 – Framework**

In accordance with EU Regulations n. 1144/2014, n. 1829/2015 and n. 1831/2015, ANICAV must **select an Implementing Body for the three-year information and promotion programme** named “**Red Gold from Europe – Excellence in EU preserved tomatoes in the U.S.A.**” (Acronym “**EU RED GOLD USA**”) – **ID 824808** – hereinafter named the “Programme” – **submitted on 11/04/2018 to the Call 2018/C 9/09 “Call for proposals for simple programmes 2018” – Topic 04-2018 – and approved with decision of the European Commission N C (2018) 6694 of 16/10/2018, as in the communication from MIPAAF PQAI – PQAI 5 - Prot. N. 0082567 of 22/11/2018.**

ANICAV is not a body governed by public law pursuant to art.2, paragraph 1 point 4 of the Directive 2014/24/EU and consequently is not held to apply the national laws which transpose the application of the European Directive on public procurement (in Italy Legislative Decree 50/2016). However, the Association is held to carry out the selection of the Implementing Body through a open competitive procedure respecting the principles of cross-border interest, transparency, publicity, impartiality and equal treatment of applicants.

ANICAV, as proposing organisation of the above Programme, thereby announces a public Tender through an Open Competitive Procedure for the selection of an Implementing Body engaged to implement the Programme.

**1.2 – – Legal Framework and Reference documents**

The applicable legal framework for the implementation of the Programme consists of:

- a) Regulation (EU) No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries and repealing Council Regulation (EC) No 3/2008 (OJ L 317, 4.11.2014, p. 56).;
- b) Commission Delegated Regulation (EU) 1829/2015 of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries (OJ L 266, 13.10.2015, p. 3).
- c) Commission Implementing Regulation (EU) 1831/2015 of 7 October 2015 laying down rules for application of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries (OJ L 266, 13.10.2015, p. 14).
- d) The 2018 Call for Proposals - Simple Programmes - Grants to information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries in accordance with Regulation (EU) No 1144/2014 of the European Parliament and of the Council (2018/C 9/09):
- e) The guidance provided on the application of the competitive procedure for the selection of implementing bodies in the European Commission note DDG1.B5/MJ/db D(2016)3210777 of 7 July 2016;
- f) The Commission Communication (2006/C 179/02);
- g) the MIPAAF Decree of 20 February 2018 – Prot. N. 0012077 – relating to the selection procedure of implementing bodies for simple programmes

## **1.3 – General Information on the Programme**

### *Products promoted by the Programme:*

Tomatoes prepared or preserved otherwise than by vinegar or acetic acid” (CN code 2002), hereinafter referred to as “preserved tomatoes” or “canned tomatoes”.

### *Target country:*

United States of America

### *General objective:*

Increase the competitiveness, consumption and market share of European preserved tomatoes in the target market by optimising their image and increasing awareness of their quality.

### *Specific objectives:*

1. Achieve (by the end of 2021) an overall increase in the exports of Italian preserved tomatoes in the target market of 119% (vs. 2017). This objective will be achieved principally by activities directed to the professional distribution sector and Ho.Re.Ca., and additionally activities directed to opinion leaders (journalists, writers, bloggers) who have a primary role in directing demand for the product from final consumers in the target market.
2. Increase the knowledge and awareness of the quality, authenticity, versatility and nutritional benefits of Italian and European preserved tomatoes among professionals in distribution and Ho.Re.Ca, opinion leaders and final consumers in the target market.

### *Target groups:*

1. Professionals in distribution
2. Ho.Re.Ca
3. Opinion leader (journalists, writers, bloggers, etc.)
4. Consumers of medium and high socio-economic status

### *Activities to be carried out:*

Definition of the communication strategy, graphic design and visual identity

Creation and updates of the website and SEO

Digital activity and social media (social media management – App per smartphone e tablet – content marketing)

Communication tools (video, photoshoot, below the line communication tools)

Public relations activities (PR office / press office, organisation of participation in radio and TV shows, product placement through food bloggers/journalists/writers, organisation of press events)

Digital activity and social media (social media network)

Advertising (press and social media)

Promotional weeks in restaurants

International sector fairs (participation and event sponsorship)

Sponsorship of events

Press tour

### *Duration of Programme and the contract:*

36 months (subdivided into 3 years: 2019, 2020, 2021)

### *Overall value of the Programme:*

€2,403,900.00 including VAT and the fee to the Implementing Body divided as follow:

Year 1: €792,350.00

Year 2: €841,200.00

Year 3: €770,350.00

*The contract is a single lot.*

## **2 – Object of the Contract**

### **2.1 – General description of the service**

The service consists of the implementation of the Programme.

The contractor must, therefore, following the signature of the contract, ensure the delivery of the three-year Programme on the basis of the stated general and specific objectives, also through the ongoing monitoring of the activities carried out and the preparation of technical reports (periodic and final).

The service must provide professional technical and operational support, ensure the high quality of its deliverables, and be distinctive through innovative messages and communication tools as well as in its approach to attracting the stated target groups. The development and delivery of the Programme must be coherent with the general and specific objectives of the Communication Strategy, in the context of the priorities and objectives of Reg. EU 1144/2014 and ensure a clear awareness of the Programme and the proposing organisation.

## **2.2 – Performance of the service**

The contractor must establish and maintain a Working Group responsible for the management and implementation of the Programme throughout the duration of the contract, in line with the requirements for participation. All the Working Group's activities must be agreed and approved by the Client. It is expected that at least three of the members of the Working Group are available to attend monitoring meetings (monthly, quarterly and annual) to provide operational support to the Programme that will take place at the Client's headquarters to provide operational support to Programme activities that need to be carried out in strict coordination with the Client. Coordination and exchanges of information with the Client may also include: other meetings, phone contact, videoconferences, email, and exchange of material and documents online.

## **2.3 – Working Group**

The contractor must guarantee the delivery of the service with its own staff and /or external associates with the required professional and technical qualifications for the assigned activities. The Working Group shall be characterised with a flexible organisational approach in order to respond to any needs that may arise during the course of delivery of the activities. In particular, the members of the Working Group should possess a range of professional experience with particular reference to the following sectors: developing communication and marketing strategies, developing digital activities, creation and development of websites and apps, production of corporate videos and adverts, preparation of communication materials above and below the line, organisation of events, press conferences, B2B meetings, business and study trips, design/setting up of exhibition stands and activities within international trade fairs, public relations, press office management, online and offline advertising, and management of EU projects.

The contractor must ensure that:

- a) It uses for the service its staff and/or associates that are suitable, and with proven capacities, honesty, trustworthiness, and discretion;
- b) It guarantees the stability and continuity of the service in all circumstances, providing personnel and/or associates in sufficient numbers and of a sufficient quality as required and respecting the content of the technical offer;
- c) It respects all the terms of employment contracts relating to salaries, legal rights and social security and insurance contributions with regards to its staff and/or associates.

## **3 – Duration of the service**

The duration of the service is thirty-six (36) months from the signature of the contract which will be stipulated between the Client and the Contractor within 30 days of selection and will have as its object the activities indicated in the technical specifications in the stated conditions. The Client reserves the right to ask for an extension of the end date of the duration of the service for a maximum additional 6 (six) months to guarantee the completion of all the activities foreseen in the Programme, under the same financial conditions.

## **4 – Conditions for participation**

Economic operators, also established in other Member States of the European Union, can participate in this tender either singly or may fulfil the requirements relating to possession of economic, financial, technical and professional capacity by relying on the capacities of another entity,

It is forbidden for a competitor participating in the tender by relying on the capacities of another entity to participate singly.

The tenderer must be in possession of the requirements stated in the following points.

### **4.1 – Requirements for participation**

**Registration** in the Chamber of Commerce, Industry, Crafts and Agriculture for activities in line with the object of this tender (as stated in the copy of the Chamber registration). A tenderer established in another member state should present a sworn statement or official document pursuant to the applicable law in the State where it is established.

### **4.2 – Absence of grounds for exclusion from participation in the Tender**

Participation in this tender is reserved for economic operators who, on the date of the presentation of the offer, declare that no grounds for exclusion exist in accordance with Directive 2014/24/EU, or else grounds for exclusion that are associated with:

- Criminal convictions;
- Omitted payment of taxes or social security contributions;
- Insolvency, conflict of interest or professional misconduct.

The absence of these grounds for exclusion shall be attested to by means of the attached declaration (**Annex A**) signed by the legal representative.

### **4.3 –Requirements of economic and financial capacity**

The economic operator that intends to participate in this tender must demonstrate either singly or by relying on the capacities of another entity, to have realised in **the three-year period of 2015/2017, an average annual turnover** not less than 3,500,000.00 Euro (three million five hundred thousand Euro) net of VAT from activities similar to those in this tender.

The possession of this requirement shall be attested to by means of the attached declaration (**Annex A**) signed by the legal representative and the presentation of **the balance sheets of the last three financial years. In the case where the economic operator relies on the capacities of another entity, Annex A and all the remaining documentation must also be provided by the auxiliary undertaking.**

### **4.4 - Requirements of technical and professional capacity**

The economic operator that intends to participate in this tender must demonstrate either singly by relying on the capacities of another entity, to have **carried out in the period 2015/2017 activities similar to the ones covered by the tender**. For similar activities we intend (by way of example and not limited to): organisation of events, press conferences, B2B meetings, business and study trips; design, setting-up and development/management of activities in international trade fairs, management of press offices and public relations, development of communication and marketing strategies; development of digital activities; creation and development of websites and apps; production of videos and corporate advertisements; development and production of above and below the line communication materials; advertising (media and social); management of EU projects.

The possession of this requirement shall be attested to by means of the attached declaration (**Annex A**) signed by the legal representative, the general presentation of the Implementing Body, the description of the working group and the brief professional profiles of the identified members. **In the case where the economic operator relies on the capacities of another entity, Annex A must also be provided by the auxiliary undertaking.**

In the case where the economic operator relies on the capacities of another entity, the following declarations must also be included:

- declaration signed by the legal representative of the competing economic operator declaring the joint possession of the necessary requirements to participate in the tender, with a specific indication of the requirements supplied and capacities made available by the auxiliary undertaking;
- declaration signed by the legal representative of the auxiliary undertaking declaring the absence of grounds for exclusion from participation in the tender as well as the possession of those requirements and capacities made available by the auxiliary undertaking as part of the offer (**Annex A**);
- unconditional and irrevocable declaration signed by the legal representative of the auxiliary undertaking guaranteeing towards the competing economic operator and the Client that the necessary resources which the competing economic operator does not dispose of will be made available for the whole duration of the contract;
- declaration signed by the legal representative of the auxiliary undertaking that it will not participate in the tender singly or associated or in consortium with other economic operators and will not provide capacities for other competitors;
- copy of the contract with which the auxiliary undertaking guarantees that it will provide the necessary requirements and capacities to the competing economic operator for the whole duration of the contract; in case the competing economic operation relies on an entity that belongs to the same group, in place of a contract a declaration attesting the legal and financial relationship in the group may be presented;
- copy of the certificate showing the registration of the auxiliary undertaking in the Chamber of Commerce for the activities relating to those that are the object of the above contract between the economic operator and the auxiliary undertaking (in the case of an economic operator that is not resident in Italy and without a

stable organisation in Italy, documentation of equivalent legal value in force in the respective country of residence or sworn declaration).

#### 4.5 – Subcontracting

The competitor may indicate in the offer the parts of the service that it intends to subcontract up to 30% of the total value of the contract. It is not grounds for exclusion but if the competitor indicates one or more subcontractors that at the same time compete singly in this tender, the competitor will not be allowed to subcontract to them.

#### 4.6 – Bank guarantee

In case of the award of the tender, the economic operator shall present a bank guarantee issued by a banking institute or insurance company possessing the necessary authorisations equal to 10% of the amount entrusted for each year, namely, of a value equal to €79,230.50 for the year 2019, €84,120.00 for the year 2020 and €77,030.50 for the year 2021. The guarantee for the year 2019 must be consigned in original at least 10 (ten) days before the signature of the contract. The guarantees related to successive years must be consigned in original by 30 November 2019 and 30 November 2020 respectively.

### 5 – Method of presentation of the offers and signature of the tender documents

With a **failure to comply resulting in exclusion from the competition**, the packet containing the offer must be sealed and sent by registered post or courier or consigned by hand on weekdays Monday to Friday from 9.00 to 17.00 at the registered address of ANICAV – Viale della Costituzione Centro Direzionale Isola F/3 – 5° Piano – 80143 Naples (NA) - Italy. The packet must be consigned at the stated address **by and no later than 12.00 on 2 February 2019**, with failure to comply resulting in exclusion from the competition. **Exceptionally, Saturday 2 February 2019 the offices will be open from 9.00 to 12.00 in order to receive the offers.** In case of delivery by hand, the responsible employee shall provide a receipt with the date and time of delivery of the packet. The delivery of the packet shall remain at the exclusive risk of the sender in the event that for any reason whatsoever, it does not reach the destination within the aforementioned final deadline. The term “sealed” means hermetic closure that bears any sign or stamp placed on a plastic material such as adhesive tape or sealing wax, which closes the packet and the envelopes contained within it, attesting to the authenticity of the original closure from the sender as well as assuring the integrity of the packet and the envelopes and that they have not been tampered with.

On the outside of the packet, information relating to the competing economic operator (name or trading name, VAT number, PEC (certified email address) for communication) and labelled with the following: **Bando di selezione mediante procedura competitiva aperta per la selezione di un organismo incaricato dell’esecuzione del Programma denominato “Red Gold from Europe – Excellence in EU preserved tomatoes in the U.S.A. – EU RED GOLD USA”.**

The packet shall contain three closed and sealed envelopes, with the registered name of the sender, the object of the tender and the following information, respectively for each envelope:

“A – Administrative documentation”

“B – Technical Offer”

“C – Financial Offer”

The lack of seals on envelopes “A”, “B” and “C” inserted into the packet, or their lack of integrity are **failures to comply resulting in exclusion** from the competition.

All the self-certifying declarations in accordance with arts. 46 and 47 of d.p.r. 445/2000, as well as Annex A, the request to participate, the technical offer and the financial offer must be signed by the legal representative of the competitor and if the competitor relies on the capacities of another entity, the legal representative of the auxiliary undertaking. In the case of competitors not established in Italy, all the documentation must be produced in equivalent legally valid forms in accordance with the legislation of the State where the economic operator is registered. The signatories shall attach a photocopy of a valid identification document.

All the documentation shall be provided in **Italian and/or English** and presented in paper format and electronic format - printable and copiable – on a USB stick, by the competitor, **by and no later than 12.00 on 2 February 2019**.

At the same time as the sending of the packet, the proposals must be sent electronically, **by and no later than 12.00 on 2 February 2019**, via PEC to the email address [anicav@pec.it](mailto:anicav@pec.it) or in the case of foreign operators, through ordinary email [info@anicav.it](mailto:info@anicav.it). As Subject of the PEC or the e-mail, the following must be indicated: **Bando di selezione mediante procedura competitiva aperta per la selezione di un organismo incaricato dell’esecuzione del Programma denominato “Red Gold from Europe – Excellence in EU preserved tomatoes in the U.S.A. – EU RED GOLD USA”.**

Tenderers are advised to provide a link to download the produced documentation. The material will be made available to the members of the Evaluation Committee that ANICAV will establish to carry out the evaluation of the proposals after the deadline for the presentation of offers.

Further information and/or clarifications on the above procedure can be obtained through written questions submitted to the email address: [v.dedilectis@anicav.it](mailto:v.dedilectis@anicav.it) at least 3 days before the deadline for the presentation of offers. No clarifications will be provided by telephone.

## **5.1 – Contents of Envelope “A” – Administrative documentation and economic-financial and technical-professional requirements**

Envelope A contains the request to participate, Annex A, the certificate of registration at the Chamber of Commerce, Industry, Crafts and Agriculture (in the case of an economic operator that is not resident in Italy and without a stable organisation in Italy, documentation of equivalent legal value in force in the respective country of residence or sworn declaration) and the balance sheets relating to the three years 2015/2017 of the competitor and in the case the competitor relies on another entity, of the auxiliary undertaking as well as all the other supporting documentation relating to the form of participation.

The **request to participate** contains the following information and declarations:

- whether the competitor participates in the tender singly or relies on another entity for its participation;
- in case the competitor relies on another entity, the competitor shall provide the identification information relating to each auxiliary undertaking (company name, VAT, registered address) and their role;
- declaration that the financial offer presented has in its formulation taken full account of: a) the contractual conditions and obligations including those relating to safety, insurance, working conditions, and all social security obligations that are in force in the place where the services/supplies are located; b) all the general, specific and local circumstances, excluding none, that may have influenced or could influence both the provision of the service, and the determination of the offer;
- that the competitor accepts without conditions and any reserve all the norms and provisions contained in the Technical Specifications;
- the following information: tax domicile; tax code / VAT number; PEC certified email address **or**, only in case of a competitor with a registered address in another member state, the email address for all communications;
- that the competitor authorises the Client to provide a copy of all the documentation presented for the participation in this tender if a participant in the tender exercises the right to access of the acts relating to the tender;
- states that the competitor is informed of the meaning and effects of article 13 of Legislative Decree no. 196 of 30 June 2003, that all personal data collected, also through electronic means, shall be treated exclusively for the purposes of the present tender, as well as the existence of the rights under article 7 of the same legislative decree.

Economic operators that are not resident in Italy and without a stable organisation in Italy shall in addition declare that in case of award they will align with the legislation set out in articles 17, comma 2, and 53, comma 3, of d.p.r. 633/1972 and communicate to the Client the name of their fiscal representative according to the law.

The competitor shall attach a photocopy of an identification document of the legal representative as well as all the documentation/declarations required in case the competitor relies on another entity (see the preceding point 4.4).

**Annex A** contains the following information:

- information on the economic operator;
- grounds for exclusion;
- selection criteria

In the case the economic operator relies on another entity, Annex A should also be provided by the auxiliary undertaking.

Envelope A also contains the Presentation of the Implementing Body indicated as follows **with failure to comply resulting in exclusion from the competition**:

- A **general presentation** in terms of activities carried out in the following fields: organisation of events, press conferences, B2B meetings, business and study trips; design, setting-up and development/management of activities in international trade fairs, management of press offices and public relations, development of communication and marketing strategies; development of digital activities; creation and development of websites and apps; production of videos and corporate advertisements; development and production of above and below the line communication materials; advertising (media and social); management of EU projects;
- Operational contacts in the target countries.

**Description of the working group dedicated to the implementation of the Programme, and the brief professional**

profile of the identified members with particular evidence to activities and experience in the agri-food sector. In case the economic operation relies on another entity, the above information must also be provided by the auxiliary undertaking.

## 5.2 - Contents of Envelope “B” – Technical Offer

Envelope “B – Technical Offer” contains, **with failure to comply resulting in exclusion from the competition**:

### a) Definition of the overall communication strategy

**In defining the proposed strategy, the following indications must be taken into consideration:**

- Definition of the communication strategy: description of the coherence between the foreseen objectives of the Programme and the communication strategy proposed for the target countries;
- Proposal for the communication concept and graphic design: originality, creativity, effectiveness and coherence between the communication concept and the communication strategy and Programme objectives;
- Description of the concept and strategic key visuals in the standard formats that will be utilised: story board for eventual adverts / TV campaigns, script for eventual press releases /radio campaigns; creative adaptations for the printed press, web and social media; below-the-line communication tools, etc;
- Technical solutions and quality of the products.

The description of the proposed strategy should show concisely how it corresponds to the Client’s objectives, the reasons for its strategic choices in relation to the target market and the effectiveness of the proposed messages. The proposal should contain all the elements needed to define fully the concept, the communication strategy (creative Project) and its production (executive Project).

### b) Definition and outputs of the Programme

The actions to be carried out each year to achieve the set objectives and the minimum result indicators as set out in the summary table in Point 6 must be detailed **for each of the foreseen activities in the work packages as set out in Point 6 below**. The activities and relative actions must be coherent with the proposed strategy and the identified target groups and set out according to the following points:

- Detailed description of the activities;
- Working group proposed for the realisation of the activities;
- products / services (outputs) that will be provided: description, quantification and, in the case of products, how they will be distributed.

## 5.3 – Contents of Envelope C – Financial Offer

Envelope “C – Financial Offer” shall contain, **with failure to comply resulting in exclusion from the competition**, the financial offer which must specify the following elements:

- **the overall price of the offer** expressed as a total and for each year in figures and letters, gross of VAT and any other taxes and contributions as established by law.
- Furthermore, **for each activity described in Point 6**, the relative costs gross of VAT and any other taxes and contributions as established by law must be detailed by year and by country within a specific table (see the example below) as well as the all-inclusive fee for the Implementing Body.

Work packet N° 5	COMMUNICATION TOOLS		
Activity 5.3	Communication tools below the line		
	YEAR 1	YEAR 2	YEAR 3
<b>Detail of costs</b>	Design and print N° .... brochure format ..... - € Design and print N° ..... leaflet / recipe card format ..... - € Design and print N° .... leaflet		

	format .... - € etc. All-inclusive fee of the Implementing Body – €		
<b>Total activity 5.3</b>	€	€	€

The total annual cost of each activity and the total annual cost of the Implementing Body shall also be presented separately in a specific summary table (see the example below).

ACTIVITY	YEAR 1	YEAR 2	YEAR 3
<b>TOTAL COST OF THE ACTIVITY</b>			
<b>IMPLEMENTING BODY FEE</b>			

At the foot of the table the total cost of the actions shall be indicated (the sum of all the proposed activities) as well as the total fee of the Implementing Body.

In preparing the financial offer, each tenderer should bear in mind that in accordance with article 7, comma 1, letter b) of the decree of the President of the Republic n. 403 of 21 September 2001, the following percentages of the financial value of the service must in all cases be respected: a) the Implementing Body fee must not be more than 25%; b) realisation/ production not less than 75% of the total.

## 6 – Activities foreseen by the Programme

### ACTIVITIES TO BE IMPLEMENTED

<b>Work Package N° 2</b>	<b>COMMUNICATION STRATEGY, GRAPHIC DESIGN AND VISUAL IDENTITY</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>Communication strategy, Graphic design and visual identity B2B and B2C</b>		
<b>Brief description of the activity and required outputs</b>	Definition of guidelines for the communication strategy and communication campaign of the Action. Creation of the image, communication codes and communication campaigns for the B2B and B2C targets in the identified market. The elaboration of a structured proposal for the three years of the programme, characterised by a well-defined copy strategy that brings together online and offline activity, differentiated for the different target groups, but that is coherent for the achievement of the common objectives. Both the communication strategy and the visual identity shall be consigned within 40 days of signature of the contract.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 3</b>	<b>WEBSITE</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>Website creation / updating &amp; SEO</b>		
<b>Brief description of the activity and required outputs</b>	Creation of a <u>website</u> (in English and Italian) dedicated to the promotion of the visual identity, messages and products that are the subject of the campaign. <u>CMS System</u>		



	<u>SEO Plan</u>		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 4</b>	<b>DIGITAL ACTIVITIES &amp; SOCIAL MEDIA</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Professionals in distribution &amp; Ho.Re.Ca.</b>		
<b>Activities</b>	<b>4.1 Social Media Management</b>		
<b>Brief description of the activity and required outputs</b>	This activity consists of the planning and production of contents according to an annual editorial plan and shall assure the set-up and implementation of social accounts, accounts management and the generation of followers. Six-monthly reports analysing the results achieved and the trends of views and followers shall be produced. The following social networks have been identified: Instagram, Facebook and YouTube.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 4</b>	<b>DIGITAL ACTIVITIES &amp; SOCIAL MEDIA</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Professionals in distribution &amp; Ho.Re.Ca.</b>		
<b>Activities</b>	<b>4.2 App Smartphone and Tablet</b>		
<b>Brief description of the activity and required outputs</b>	The activity foresees: a) the development of an App (and its contents) for iOS and Android systems that will allow the final user to interact with printed materials and discover video, graphics and textual contents; b) the development of a store page and its upload on Apple store and GooglePlay.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 4</b>	<b>DIGITAL ACTIVITIES &amp; SOCIAL MEDIA</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Professionals in distribution &amp; Ho.Re.Ca.</b>		
<b>Activities</b>	<b>4.3 Content Marketing</b>		
<b>Brief description of the activity and required</b>	On the basis of the social media strategy, a plan for the development of content marketing shall be designed for each social network to implement the editorial plans.		

<b>outputs</b>	The contents, including photos and videos, must be developed: educational contents; informative contents; recreational contents; communicative contents or interactions with target groups.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 5</b>	<b>COMMUNICATION TOOLS</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>5.1 Graphic adaptation for printed media and web plan</b>		
<b>Brief description of the activity and required outputs</b>	In order to maximise the objective of reaching the target groups through traditional media and the web, the adaptation of key strategic visuals will be made in the most utilised standard formats. Specifically, 4 masters for print media, 2 masters for the web and 15 adaptations (10 standard and 5 dynamic) for banners are required.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 5</b>	<b>COMMUNICATION TOOLS</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>5.2 Production of photographic materials and corporate/institutional video</b>		
<b>Brief description of the activity and required outputs</b>	The activity foresees: - the <u>production of a photographic news story</u> to create 40 images to be used for the development of all corporate materials_ - the <u>production of a video advertisement</u> in cuts of 60, 30 and 15 seconds		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 5</b>	<b>COMMUNICATION TOOLS</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>5.3 Communication tools – Below the line (BTL)</b>		
<b>Brief description of the activity and required outputs</b>	The activity comprises the production of the following communication tools: 12 page brochure (50,000 copies) Leaflet with recipe card for consumers (45,000 copies) 1,500 posters		

	28 banners Folders, headed notepaper, business cards and shoppers (1,000) Desk calendar with recipes (50,000 copies)		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 6</b>	<b>PUBLIC RELATIONS</b>		
<b>Target groups</b>	<b>Opinion Leaders</b>		
<b>Activities</b>	<b>6.1 Permanent PR and press office activities</b>		
<b>Brief description of the activity and required outputs</b>	The activity comprises of: a) the preparation and yearly update of a PR plan (inclusive of a targeted mailing list and distribution calendar); b) the drafting and yearly update of an online press kit (including recipes); c) the drafting and online distribution of 4 press releases / year; d) the organisation of 10 interviews/ meetings/ year with opinion leaders and chefs; e) the publication of at least 30 articles / editorials / year (online and offline).		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 6</b>	<b>PUBLIC RELATIONS</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Professionals in distribution &amp; Ho.Re.Ca.</b>		
<b>Activities</b>	<b>6.2 Participation in Radio and TV food programmes / shows</b>		
<b>Brief description of the activity and required outputs</b>	The activity comprises of: a) the preparation and annual updating of a TV and Radio plan; b) the preparation and annual updating of an online presentation kit; c) the organisation of at least 15 interviews / meetings / year with presenters of TV / Radio shows; d) the organisation and management of at least 3 participations in Tv and/or radio shows.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 6</b>	<b>PUBLIC RELATIONS</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Ho.Re.Ca.</b>		

<b>Activities</b>	<b>6.3 Product placement through leading food bloggers / writers / journalists</b>		
<b>Brief description of the activity and required outputs</b>	Each year 5 leading food bloggers / journalists / writers shall be selected to develop together ideas for the possible insertion of the product in their online and offline activity so as to provide a vehicle for the principal messages of the Action. The bloggers / journalists / writers will be informed in advance on ways of inserting the product/messages.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 6</b>	<b>PUBLIC RELATIONS</b>		
<b>Target groups</b>	<b>Opinion Leaders, Consumers</b>		
<b>Activities</b>	<b>6.4 Press Events</b>		
<b>Brief description of the activity and required outputs</b>	The activity comprises the organisation of a press conference followed by a welcome dinner will be organised in New York (year 1), Chicago (year 2), and San Francisco (year 3). Each event foresees the participation of one or more famous chefs and/or famous testimonials and feature a menu based on the promoted products.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 7</b>	<b>ADVERTISING</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Consumers</b>		
<b>Activities</b>	<b>7.1 Media Advertising (offline &amp; online)</b>		
<b>Brief description of the activity and required outputs</b>	The activity comprises of the publication of 7 colour full-page advertisements in the following magazines: Food & Beverage Magazine (online): 2 full pages / year Specialty Food Magazine – B2B: 1 full page / year Food Network Magazine: 4 full pages / year		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 7</b>	<b>ADVERTISING</b>		
<b>Target groups</b>	<b>Consumers, Opinion leaders, Professionals in distribution &amp; Ho.Re.Ca.</b>		

<b>Activities</b>	<b>7.2 Social Media Advertising</b>		
<b>Brief description of the activity and required outputs</b>	The activity involves the creation, implementation and annual updating of a fully integrated and dynamic advertising strategy covering all digital accounts (including social media and website) as well as the publication of 24 advertisements/year. The activity also comprises the implementation of appropriate actions for the segmentation of the audience, the optimisation of the budget and the preparation of an annual monitoring report of the results achieved.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 8</b>	<b>RESTAURANT WEEKS</b>		
<b>Target groups</b>	<b>Consumers and Ho.Re.Ca.</b>		
<b>Activities</b>	<b>Restaurant tasting weeks</b>		
<b>Brief description of the activity and required outputs</b>	<p>The activity comprises of:</p> <ul style="list-style-type: none"> <li>- The involvement of 4 influential restaurant owners / chefs in each identified city (New York and Chicago in year 1; Las Vegas and Miami in year 2; San Francisco in year 3). Each restaurant shall create special recipes/ menus utilizing European / Italian canned tomatoes for a period of 1 week. Each restaurant shall also, dedicate a space for the promotion/visualisation of the products promoted by the programme.</li> <li>- The distribution of leaflets and recipe cards to the restaurant clients as well as a product sample that will be provided free of charge by the proposing organisation.</li> <li>- The active involvement of local media (television, radio, print, online, etc.).</li> </ul>		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 9</b>	<b>INTERNATIONAL SECTOR TRADE FAIRS– Participation and sponsorship of special events</b>		
<b>Target groups</b>	<b>Professionals in distribution, Ho.Re.Ca., Opinion leaders</b>		
<b>Activities</b>	<b>Participation in sector fairs and sponsorship of special events</b>		
<b>Brief description of the activity and required outputs</b>	<p>The following fairs are selected:</p> <p><u>Summer Fancy Food Show</u> – New York – July 2019 / July 2020 / July 2021.</p> <p><u>Winter Fancy Food Show</u> – San Francisco – January 2020 / January 2021.</p> <p><u>International Pizza Expo</u> – Las Vegas – March 2020 / March 2021.</p> <p><u>National Restaurant Association Show</u> – Chicago - May 2020 / May 2021.</p> <p>In the case of the Fancy Food Shows a space of at least 55 m2 shall be set-up and personalised for the needs of the programme. In the case of the NRA and International Pizza Expo a space of at least 30 m2 shall be set-up and personalised for the needs of the programme.</p>		

	Furthermore, the sponsorship of a special event shall be organised for each of the trade fairs.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 10</b>	<b>SPONSORSHIP OF EVENTS</b>		
<b>Target groups</b>	<b>Ho.Re.Ca., Opinion leaders, Consumers</b>		
<b>Activities</b>	<b>Sponsorship of the Annual American Culinary Federation event</b>		
<b>Brief description of the activity and required outputs</b>	In the first two years of the campaign, the annual American Culinary Federation event “Cook. Craft. Create”- <a href="http://www.acfchefs.org">www.acfchefs.org</a> will be sponsored. Specifically, within each event, a cooking session and welcome reception shall be sponsored.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>Work Package N° 11</b>	<b>PRESS TOUR</b>		
<b>Target groups</b>	<b>Opinion leader (journalists, writers, food bloggers) - Consumers</b>		
<b>Activities</b>	<b>Press tour</b>		
<b>Brief description of the activity and required outputs</b>	The activity the organisation of a five-day press tour in Italy foresees in years 2 and 3 of the programme. Each press tour will be organised for 10 guests selected from those already reached by other activities of the Action.		
<b>Detailed description of the activity</b>			
<b>Working group proposed</b>			
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Detailed description of the requested products/ services (outputs)</b>			

<b>OUTPUT, RESULT AND IMPACT INDICATORS</b>		
Output	Communication strategy, graphic design and visual identity	1 visual identity, 1 communication campaign

Output	Website	1
Result	Page views	900,000
Result	Visits through social networks	960,000
Impact	Number of people effectively reached/Awareness	372,000
Output	Digital activity and social media	3 accounts 1 social media annual plan 1 App iOS & Android
Result	Page views (Facebook / Instagram)	2,400,000
Result	Likes	240,000
Result	Video views	60,000
Result	Instagram Followers	90,000
Impact	Number of people effectively reached/Awareness	510,000
Output	Online Advertising (Social Ads)	Statistics and reports
Result	Number of persons reached	100,000
Impact	Number of engagement through posts	15,000
Output	Creation of apps for smartphones and tablets	2
Result	Download of the app	15,000
Impact	Number of people effectively reached/Awareness	3,000
Output	Promotional video	1
Result	Number of people exposed to the video	300,000
Impact	Number of people effectively reached/Awareness	60,000
Output	Public relations activity and press office	1 PR plan and 2 updates
Result	Number of journalists, opinion leaders, food bloggers reached	2,400
Result	Number of articles / editorials published	90
Result	Number of consumers reached through opinion leaders	60,000
Impact	Number of journalist, opinion leaders, food bloggers effectively reached/Awareness	1,920
Impact	Number of consumers effectively reached/Awareness	12,000
Output	TV and radio programmes	3
Result	Viewers/listeners reached	3 million
Impact	Number of consumers effectively reached/Awareness	600,000
Output	Product placement (blogger)	15
Result	Impressions	3,600,000
Result	Free mentions on social network	3,000
Impact	Number of consumers effectively reached/Awareness	720,600
Output	Press events	3
Result	Journalists and food bloggers attending the event	300
Result	Articles/editorials published	60
Result	Posts, tweets, photos published	600
Result	Number of consumers reached by posts, tweets, photos	60,000
Impact	Number of opinion leaders reached / Awareness	240
Impact	Number of consumers effectively reached/Awareness	12,000

Output	Advertising - Media	21
Result	Professionals in distribution & Ho.Re.Ca. reached	481,000
Result	Magazine visitors reached (professionals)	10,000,000
Result	Magazine readers reached (consumers)	13,500,000
Result	Magazine social media followers reached (consumers)	43,000,000
Impact	Number of professionals reached / Awareness	5,240,500
Impact	Number of consumers effectively reached/Awareness (based on followers)	8,600,000
Output	Advertising - Social Media	72
Result	Consumers reached through impressions and posts	345,000
Impact	Number of consumers effectively reached/Awareness	69,000
Output	Restaurant weeks – involved restaurants	20
Result	Consumers reached through restaurants	50,000
Result	Consumers reached through media coverage	25,000
Result	Opinion leaders reached	300
Result	Chef/restaurant owners reached	40
Impact	Number of chef/restaurant owners reached / Awareness (intention to purchase the product)	20
Impact	Number of opinion leaders reached / Awareness	60
Impact	Number of consumers effectively reached/Awareness	25,000
Output	Sector trade fairs – n. stand	9
Result	Number of professionals in distribution reached	31.500
Result	Opinion leaders reached	1.800
Impact	Number of professionals effectively reached / Awareness	15.750
Impact	Number of opinion leader effectively reached / Awareness	1,440
Output	Event sponsorship	2
Result	Opinion leaders attending the events	200
Result	Chef and foodservice professionals attending the events	1,700
Result	Chefs reached through on-line publications	29,000
Result	Consumers reached through social media channels	20,000
Impact	Number of chefs and professionals effectively reached / Awareness	850
Impact	Number of consumers effectively reached / Awareness	4,000
Output	Press Tours	2
Result	Opinion leaders attending the tour	20
Result	Articles/editorials published	24
Result	Post, tweets, photos published on social media by opinion leaders	400
Result	Consumers reached through articles, posts, etc.	40.000
Impact	Number of opinion leaders effectively reached/Awareness	16
Impact	Number of consumers effectively reached/awareness	8.000

## 7 – Award criteria

The tender will be awarded on the basis of the most economically advantageous offer and both **the quality of**



**the service and the price** shall be taken into account. The total 100 points shall be evaluated with the following proportions:

QUALITY OF THE TECHNICAL OFFER: MAXIMUM 80 POINTS

PRICE OF THE FINANCIAL OFFER: MAXIMUM 20 POINTS

TOTAL POINTS TO BE ASSIGNED: MAXIMUM 100 POINTS

The Evaluation Committee will evaluate the **qualitative elements of the Technical Offer** on the basis of the evaluation elements indicated in the table below:

EVALUATION ELEMENTS	CRITERIA	MAXIMUM POINTS
OVERALL STRATEGY MAX 8 POINTS	Appropriateness of the communication strategy in terms of coherence with the foreseen objectives of the Programme and with the strategy adopted for the target country	8 as follows: 8 = excellent 6 = good 4 = sufficient 2 = insufficient
PROPOSAL AND DEFINITION OF THE COMMUNICATION CONCEPT – TECHNICAL SOLUTIONS – QUALITY OF THE PRODUCTS MAX 28 POINTS	Originality, creativity of the graphic proposal and the communication concept for the campaign and appeal of its visual impact	8 as follows: 8 = excellent 6 = good 4 = sufficient 2 = insufficient
	Coherence of the graphic proposal and the communication concept with the objectives set by the Programme	8 as follows: 8 = excellent 6 = good 4 = sufficient 2 = insufficient
	Definition of the concept and strategic key visuals in the standard formats that will be used	8 as follows: 8 = excellent 6 = good 4 = sufficient 2 = insufficient
	Technical solutions adopted and quality of the proposed graphic materials	4 as follows: 4 = excellent 3 = good 2 = sufficient 1 = insufficient
METHODOLOGICAL APPROACH AND ARTICULATION OF THE ACTIVITIES MAX 44 POINTS	Completeness of the description of each activity and their coherence with the proposed strategy, the target groups and the result indicators	20 as follows: 20 = excellent 15 = good 10 = sufficient 5 = insufficient
	Quality of the Working Group proposed for each activity in terms of competence and the quality of the professional profiles indicated in the technical offer. Operational contacts in the target countries indicated in the technical offer.	12 as follows: 12 = excellent 8 = good 4 = sufficient 2 = insufficient

	Quality and completeness of the outputs that will be provided (description, quantification and in the case of products, methods for their dissemination) and their coherence with the result indicators.	12 as follows: 12 = excellent 8 = good 4 = sufficient 2 = insufficient
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The Evaluation Committee will continue with the evaluation of **the financial elements of the offer** on the basis of the evaluation criteria indicated in the table below:

EVALUATION ELEMENTS	CRITERIA	MAXIMUM POINTS
FINANCIAL OFFER MAX 20 POINTS	Evaluation of the reasonableness and the detail of the cost proposed for each activity on the basis of the products/services proposed	15 as follows 15 = excellent 10 = good 5 = sufficient 1 = insufficient
	Evaluation of the reasonableness of the fee for the Implementing Body	5 as follows: 5 = excellent 4 = good 3 = sufficient 1 = insufficient

## 8 – The Evaluation Committee and procedure for the award of the tender

An ad-hoc Evaluation Committee will be nominated after the deadline for the presentation of offers consisting of 5 members, one of whom will be internal to ANICAV and four independent members with proven experience in: a) public tenders; b) programming and coordination of projects/programmes of promotion and internationalisation; c) marketing and communication strategies; d) the target market (U.S.A).

The Committee will meet at the registered address of ANICAV on 4 February 2019 for the selection procedure.

If there is only one valid offer, the Client has the right to decide whether to proceed with awarding the tender. In the event of a tie in the points attained, the contract shall be awarded to the competitor that has achieved the greatest number of points in the technical offer. In the event of a tie in points in both the financial offer and the technical offer, the award shall be made on the basis of a random draw.

On completion of the above procedure, the Committee will draw up the ranking list and proceed with the award.

The award will be immediately binding for the competitor that is awarded the contract, while the Client will be legally committed only when, in accordance with legislation, all the consequent and necessary acts for the conclusion of the tender take legal effect.

Timely communication shall be provided by PEC to all participants of the results of the Tender for Selection.

The results shall also be published on the website of ANICAV - [www.anicav.it](http://www.anicav.it) by 5 February 2019.

## 9 – Obligations of the contractor

The contractor has the following obligations:

- to carry out the service object of the tender in agreement and collaboration with the Project Leader of the Client;
- the full and unconditional acceptance of the content of these technical specifications;
- the respect of all the information contained in these technical specifications even if not expressly mentioned in this article and all laws and regulations in force at European, national and regional level as well as those eventually issued during the contractual period.

## 10 – Modifications to the contract – qualitative and quantitative variations in the services

Should unexpected and specific needs arise, the Client reserves the right to make quantitative variations to the

contract of greater or lesser amounts within a fifth of the value of the contract and in respect of the contractual obligations. Furthermore, the Client also reserves the right to terminate the contract or part of it for reasons not imputable to the contractor, recognising the contractor an indemnity in accordance with law for the part of the contract not carried out. Should extraordinary actions not contemplated in these technical specifications be requested, the relative conditions shall be agreed between the Client and the contractor on a case-by-case basis

## **11 – Relations between the contractor and the Client**

The contractor must nominate a technical contact person and an administrative contact person responsible for the service who will have the obligation to collaborate closely with the Project Leader nominated by the Client in order to manage the technical/administrative/financial monitoring of the Programme.

## **12 – Breaches**

The Client has the right to dispute services provided that do not respond wholly or in part with the provisions set out in these technical specifications or in the offer presented for the tender. In case of dispute, the client may ask the contractor to substitute staff or associates who are unsuitable for the realisation of the service. In case of delay or refusal, or in any other breach of the contractual obligations of the contractor, the Client shall contest the breaches in writing to the contractor.

## **13 – Termination of the contract**

The termination of the contract for repudiatory breach shall be declared in the following cases:

- the lack of fulfilment of contractual or legal obligations concerning salaries and fees of its personnel and associates;
- manifest failure to comply with the obligations established in the contract;
- non-respect of the project lines presented and eventual integrative indications concerning the quality of the service.

## **14 – Unilateral termination of the contract**

The Client has the right to check and verify the correct execution of the service with the assistance of mandated personnel of its choice. In case of termination of the contract under this clause, the contractor is anyway held to continue with the charged duties at the same conditions for a maximum of three months.

## **15 – Contract expenses**

50% of the expenses for stamps, stipulation, registration and all other additional costs concerning the contract shall be borne by the contractor and the remaining 50% by the Client.

## **16 – Disputes**

The competent court for any disputes that may arise during the provision of the service that are not definable by the contracting parties is Naples, Italy.

## **17 - Ownership and use rights**

The ownership and/or use rights and financial exploitation of the products prepared or produced by the contractor or its employees or associates in the framework or execution of this service will remain the exclusive property of the Client that can, without any restriction, use them for publication, dissemination, use or duplication of the stated design, literary or material works. These rights, pursuant to L. n. 633/1941 “Protection of Copyright and Neighbouring Rights” as modified and integrated by L. n. 248/2000, must be considered ceded, purchased, bought and licenced in perpetuity, without limits, and irrevocably. The contractor undertakes to consign all the products in an open and modifiable format and expressly binds itself to supply the Client with all the documentation and materials necessary for the effective exploitation of exclusive titular rights as well as sign all necessary documents for the eventual registration of such rights to the Client in any registers or public lists. Furthermore, the contractor undertakes to respect the law in force concerning the collection and treatment of personal data and protection of

databases.