



# OPEN CALL FOR PROPOSALS

01/2022

TENDER SPECIFICATIONS

For the project

## EUCOTTON - 101046171

**Information and promotion of European Cotton in the internal market (Greece, Spain, Italy, France, Germany)**

Regulation (EU) 1144/2014 of the European Commission and of the European Parliament

AGRIP-MULTI-2021-IM-Sustainable

**Contract Value:** €1,631,303.00 (excl. VAT)

**Deadline for submission of Tenders**

**5/5/2022**



## Contents

---

<b>CONTENTS .....</b>	<b>2</b>
<b>1. CONTRACTING AUTHORITY AND SCOPE OF SERVICE CONTRACT .....</b>	<b>4</b>
1.1 DATA OF CONTRACTING AUTHORITY .....	4
1.2 PROCUREMENT-FINANCING .....	4
1.3 SHORT DESCRIPTION AND SCOPE OF THE CONTRACTS .....	5
1.4 LEGISLATION .....	5
1.5 DEADLINE FOR SUBMISSION OF TENDERS AND OPENING OF TENDERS .....	5
1.6 PUBLICITY .....	5
1.7 PRINCIPLES APPLIED AT THE PROCEDURE .....	6
<b>2. GENERAL AND SPECIFIC PARTICIPATION CONDITIONS.....</b>	<b>7</b>
2.1 GENERAL CONDITIONS .....	7
2.1.1 <i>Communication – Access to Tender documents</i> .....	7
2.1.2 <i>Questions - Clarifications</i> .....	7
2.1.3 <i>Language</i> .....	7
2.1.5 <i>Guarantees</i> .....	7
2.2 ELIGIBILITY –TENDER GUARANTEE - SELECTION CRITERIA .....	7
2.2.1 <i>Eligibility</i> .....	7
2.2.2 <i>Tender Guarantee</i> .....	8
2.2.3 <i>Grounds for exclusion</i> .....	8
2.2.4 <i>Selection criteria</i> .....	9
2.2.4.1. <i>Suitability of professional activity</i> .....	9
2.2.4.2. <i>Economic and financial standing</i> .....	10
2.2.4.3. <i>Technical and professional capacity</i> .....	10
2.2.4.4. <i>Rely in third parties</i> .....	10
2.2.3 <i>Selection rules</i> .....	11
2.2.3.1 <i>Supporting documents</i> .....	11
2.3 AWARD CRITERIA .....	11
2.3.1 <i>Award criteria</i> .....	11
2.3.2 <i>Rating and ranking of tenders</i> .....	12
2.4 CONTENT OF TENDERS .....	12
2.4.1 <i>General Rules</i> .....	12
2.4.2 <i>Time and place of submission of tenders</i> .....	12
2.4.3 <i>Content of folders</i> .....	13
2.4.3.1 <i>Supporting documents</i> .....	13
2.4.3.2 <i>Technical Tender</i> .....	13
2.4.4 <i>Economic Tender</i> .....	13
2.4.5 <i>Validity of tenders</i> .....	13
2.4.6 <i>Reasons for rejecting tenders</i> .....	13
<b>3. EVALUATION OF TENDERS.....</b>	<b>15</b>
3.1 OPENING AND EVALUATION OF TENDERS .....	15
3.1.1 <i>Opening of tenders</i> .....	15
3.1.2 <i>Evaluation of tenders</i> .....	15
3.2 CALL TO TEMPORAL CONTRACTOR – SUBMISSION OF SUPPORTING DOCUMENTS. ....	16
3.3 CONTRACT AWARD .....	16
3.4 APPEALS - OBJECTIONS .....	16
3.5 CANCELANATION OF THE PROCEDURE .....	17
<b>4. CONTRACTUAL TERMS .....</b>	<b>18</b>
4.1 PERFORMANCE GUARANTEE .....	18
4.2 CONTRACTUAL LEGISLATION.....	18

4.3	SUBCONTRACTING .....	18
4.5	AMENDMENT OF THE CONTRACT .....	18
4.6	TERMINATION OF THE CONTRACT .....	18
<b>5.</b>	<b>SPECIAL TERMS FOR THE PERFORMANCE OF THE CONTRACT .....</b>	<b>19</b>
5.2	DEPOSAL OF CONTRACTOR - SANCTIONS .....	19
5.3	APPEALS IN THE PROCESS OF CONTRACT PERFORMANCE .....	19
5.4	JUDICIAL SETTLEMENT OF DISPUTES .....	19
5.5	MONITORING OF THE CONTRACT .....	19
5.2	DURATION OF THE CONTRACT .....	20
5.3	ACCEPTANCE OF CONTRACT SCOPE .....	20
5.4	CONTRACT TERMINATION - SUBROGATION OF CONTRACTOR .....	20
<b>ANNEXES</b>	<b>.....</b>	<b>22</b>
	ANNEX I – ANALYTIC DESCRIPTION OF CONTRACT SCOPE.....	22
	ANNEX II – TECHNICAL AND PROFESSIONAL REFERENCE .....	36
	ANNEX III – DECLARATION OF HONOR .....	42
	ANNEX IV – SUPPORTING CERTIFICATES OF CONTRACTOR .....	45
	ANNEX V –ECONOMIC TENDER.....	46
	ANNEX VI – LETTERS OF GUARANTEE.....	49
	ANNEX VII – SPECIMEN OF CONTRACT AGREEMENT.....	51

## 1. Contracting Authority and scope of service contract

---

### 1.1 Data of Contracting Authority

---

#### COORDINATOR

Legal Name	EUROPEAN COTTON ALLIANCE EEIG
Address	Karamanli Ave & Viomihantias,
Town	Larisa
Postal Code	41448
Country	Greece
NUTS Code	EL612
Phone	+30 2410555507
Email	<a href="mailto:info@eucotton.org">info@eucotton.org</a>
Contact person	(ms) Eleni Evangelopoulou

#### Type of Contracting Authority

Contracting Authority is a European Economic Interest Grouping (EEIG).

#### Main activity of the Contracting Authority

Main activity of the Contracting Authority is the promotion of European Cotton production.

#### Procedures of service contract

- Reg (EU) 1144/2014 of the European Parliament and of the Council and of Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries (Greece).

#### Communication

- The procurement documents are available for unrestricted and full direct access, free of charge at: <https://hca.org.gr/> and <https://centroalgodonero.com/>
- Additional information can be obtained from the above-mentioned address
- Tenders of request to participate must be submitted to the above- mentioned address

### 1.2 Procurement-Financing

---

#### Type of procedure

Open Procedure

#### Financing

The contract is financed by European Union by 80% according to Regulation (EU) 1144/2014 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 and by own contribution of Contracting Authority by 20%.

### 1.3 Short description and scope of the contracts

---

Campaign EUCOTTON (Grant Agreement reference number – 101046171) concerns the promotion of European Cotton production in the internal market, and in specific in the market-countries: Greece, Spain, Italy, France and Germany.

The objective of the campaign is to increase the awareness and recognition of the European cotton, adding a very strong focus towards its quality properties. Through this campaign, the Contracting Authority aims to raise awareness on cotton production in Europe and to increase demand for textiles made of European cotton. The campaign aspires to educate consumers and trade professionals on the higher quality of European cotton, its methods of production and its popularity around the world. The outcome of this campaign is expected to be the creation of added value for the quality trademark “EUCOTTON” and a rise of demand for made in “European cotton” products.

These objectives will be achieved by the implementation of a comprehensive set of activities including PR activities, Website and social media, Communication Tools, Advertising and Events.

Total estimated value of the contract is euro one million six hundred thirty one thousand three hundred and three (€1,631,303.00) exclusive of VAT and the duration of the contract will be from the date of signing to 31/12/2024.

Main CPV codes: Cotton CN 5201009000

The contract may not be divided in Lots.

Analytical description of the technical requirements is presented in Annex I of the present.

Contracting Authority will award a contract to the most economically advantageous tender based on the best quality – price ratio.

### 1.4 Legislation

---

Procurement and contracts are governed by the following legislation in European Union and Greece

- **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.
- **Commission Delegated Regulation (EU) 2015/1829** 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
- **Commission Implementing Regulation (EU) 2015/1831** 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
- **Note “GUIDANCE ON COMPETITIVE PROCEDURE” of the EUROPEAN COMMISSION** (DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT | Directorate B. Multilateral relations, quality policy | B.5. Promotion) DDG1.B5/Mj/db D(2016)3210777
- **The Grant Agreement (101046171) – EUCOTTON** signed between the European Research Executive Agency (REA), under the powers delegated by the European Commission and European Cotton Alliance EEIG (ref Ares 2021 7465358/3-12-2021)

### 1.5 Deadline for submission of tenders and opening of tenders

---

Time limit for receipt of tenders: Thursday, May 5<sup>th</sup> 2022 13:00 local time Greece.

Conditions for opening of tenders: Friday, May 6<sup>th</sup> 2022 15:00 local time Greece

## 1.6 Publicity

### A. Publication at European level

A Contract notice has been sent for publication through on the Supplement of the Official Journal of European Union on 14/4/2022.

### B. Publication at national level

In the absence of a functioning website for the Contracting Authority, the Contract Notice and the present have been published at the websites of its members:

Hellenic Cotton Association <https://hca.org.gr/>

Centro Algodonero Nacional <https://centroalgodonero.com/en/can/>

In addition, the tender has been forwarded to the Athens Chamber of Commerce: <https://acci.gr/> and Commercial Chamber of Larissa: <https://www.larcci.gr/>

## 1.7 Principles applied at the procedure

---

Economic operators undertake to:

- (a) comply with, and continue to comply with, during the performance of the contract, in case of contract award, with their obligations under the provisions of environmental, social and labor law established by Union law, national law, collective agreements or international law; provisions of environmental, social and labor law. Compliance with these obligations shall be monitored and verified by the bodies overseeing the performance of public contracts and the competent public authorities and services acting within the limits of their responsibility and competence.
- (b) they will not act unlawfully, illegally or abusively throughout the award process, but also during the stage of performance of the contract awarded
- (c) will take appropriate measures to safeguard the confidentiality of the information designated as such.

## **2. General and specific participation conditions**

---

### **2.1 General conditions**

---

#### **2.1.1 Communication – Access to Tender documents**

All communication will be conducted electronically via email to the mentioned address of the Contracting Authority.

#### **2.1.2 Questions - Clarifications**

Request for clarifications or questions related to the present Tender and other related documents are submitted by email until seven (7) days before the deadline for the submission of offers (until 26/4/2022) and they will be communicated to all involved economic operators.

The Contracting Authority may extend the time limit for the receipt of tenders so that all interested economic operators can obtain all the information necessary for the preparation of tenders in the following cases:

- (a) where, for any reason, additional information, although requested by the economic operator in good time, has not been provided at least five (5) days before the deadline set for the receipt of tenders,
- (b) where the contract documents undergo significant changes.

The length of the extension will be commensurate with the importance of the information or changes.

Where additional information has not been requested in good time or is not relevant to the preparation of appropriate tenders, the time limits shall not be extended.

#### **2.1.3 Language**

Tender documents have been conducted in English. Any objections or appeals should be submitted in English.

Tenders will be submitted in English. Administrative and supporting documents should be submitted in original language and accompanied by a brief translation in English where necessary.

Any kind of communication with Contracting Authority during the procedure will be in English.

#### **2.1.5 Guarantees**

The Letters of Guaranties mentioned in articles 2.2.2 and 4.1 may be issued by credit institutions or financial institutions or insurance companies, lawfully operating in the Member States of the Union or The European Economic Area or the International Public Procurement Agreement's Member States and in accordance with the provisions in force giving them this right.

The Contracting Authority reserve the right to contact the issuers of the letters of guarantee in order to verify their validity.

## **2.2 Eligibility –Tender Guarantee - Selection criteria**

---

### **2.2.1 Eligibility**

1. Within the present procedure natural or legal entities have the right to participate and in case of groups or consortium of economic operators, their members which are established in:

- a) Member state of the Union,
- b) Member state of the European Economic Area
- c) Third countries that have signed and ratify the International Public Procurement Agreement and

d) Third countries that are not under point c) of the present article but have signed bilateral or multilateral agreements with the Union regarding public procurement contract award procedures.

**2.** Groups or consortiums of economic operators are not obliged to form a specific legal entity for the submission of their tenders nevertheless Contracting Authority reserve the right to request from them to form such an entity in case that the contract is assigned to them.

**3.** In cases of tender by group or consortiums of economic operators, all its members shall be liable to the Contracting Authority jointly and in full.

### **2.2.2 Tender Guarantee**

**2.2.2.1.** Economic operators that are presenting their tender have to submit a Tender Guarantee of EUR 2.000 (euro two thousands) either by a Letter of Guarantee according to the specimen of ANNEX VIa, or by bank deposit.. In the case of groups or consortiums of economic operators, the guarantee shall also include the condition that the guarantee covers the obligations of all economic operators participating. The Guarantee must be valid for at least thirty (30) days after the expiration of the deadline referred to in Article 2.4.5 hereof, otherwise, the offer will be rejected. The Contracting Authority reserve the right, before the expiration of the tender, to request the extension of the period of validity of the tender and the tender guarantee.

In case of bank deposit economic operators should inform relatively Contracting Authority in order to receive bank account details where deposit should be done.

**2.2.2.2.** Tender Guarantee or deposit submitted will be returned to economic operators after the conclusion of the award procedure.

**2.2.2.3.** The Tender Guarantee or the deposit shall be forfeited in case that a tenderer withdraws its tender during its validity or provides false information or documents as referred to in Articles 2.2.3 to 2.2.8 fails to submit in time the documents required or fail to arrive in time for the signature of the contract.

### **2.2.3 Grounds for exclusion**

An economic operator shall be excluded from participation in this contract award procedure if it is in its person (in the case of an individual natural or legal person) or in one of its members (in the case of a group or consortium of economic operators) with one or more of them, the following reasons:

**2.2.3.1.** Where there is an irrevocable conviction for one of the following reasons according to the European and national legislation in force:

- (a) fraud
- (b) Corruption,
- (c) participation in a criminal organization
- (d) money laundering or terrorist financing
- (e) terrorist offenses or offenses related to terrorist activities
- (f) child labor and other forms of trafficking in human beings

The economic operator shall also be excluded where the person against whom the judgment has been rendered irrevocable is a member of its administrative, management or supervisory body or has the power to represent, make or control it (managers, members of the Board of Directors and legal representatives).

If in the above cases (a) to (f) the exclusion period as set out above, has not been determined by an irrevocable decision, it shall be five (5) years from the date of conviction by an irrevocable decision.

**2.2.3.2.** in the following cases:



- a) when the economic operator has failed to pay his taxes or social security contributions and this has been established by a judicial or administrative decision with final and binding effect, in accordance with the provisions of the country of establishment or national law and / or
- b) it is bankrupt or has been subject to a resolution or special clearance procedure or is forced into liquidation or by a court or has been subject to bankruptcy or has suspended its business or is in any similar situation resulting from a similar process provided for by national law. The contracting authority may not exclude an economic operator who is in one of the situations referred to in this case, provided that it proves that that entity is able to execute the contract, taking into account the applicable provisions and measures to continue its business,
- c) there are sufficiently reasonable indications that the economic operator has concluded agreements with other economic operators with a view to distorting competition;
- d) if a conflict of interest cannot be effectively treated by other, less intrusive means;
- e) if a situation of distortion of competition from the economic operator's prior involvement in the preparation of the procurement procedure, cannot be remedied by other, less intrusive means;
- f) if *has* not demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions
- g) if has been fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;
- h) if has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;
- i) has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment,
- k) whether the contracting authority can demonstrate, by appropriate means, that it has committed a serious professional misconduct, which calls into question its integrity.

If in the above cases (a) to (i) the exclusion period has not been set by an irrevocable decision, it shall be three (3) years from the date of the relevant event.

**2.2.3.3.** The economic operator shall be excluded at any time during the contract award procedure, when it is proved that he has been, by reason of his acts or omissions, either before or during the procedure, in one of the above cases.

**2.2.3.4.** Economic operator falling into one of the situations referred above may provide evidence to show that the measures taken are sufficient to prove its credibility, although the reason for exclusion (self-cleaning) is present. If the information is found to be sufficient, the economic operator concerned shall not be excluded from the procedure. Measures taken by economic operators shall be assessed in the light of the seriousness and particular circumstances of the criminal offense or offense. If the measures are found to be inadequate, the economic operator shall be informed of the reasoning of that decision. An economic operator that has been excluded, in accordance with the present provisions, by a final decision at national level from participating in the award procedure may not avail itself of the above option during the period of exclusion set out in that decision.

## **2.2.4. Selection criteria**

### **2.2.4.1. Suitability of professional activity**

The economic operators should be activated in the fields related to the scope of the contract. Economic operators established in a Member State of the European Union are required to be registered in one of the

professional registries kept in their country of establishment. Where economic operators are required to have a specific approval or to be a member of a particular organization in order to be able to provide the relevant service in their country of origin, the contracting authority may require them to prove that they have such approval or that they are members of that organization or invite them to make an affidavit before a notary public about their pursuit of the profession.

In the case of economic operators established in a Member State of the European Economic Area (EEA) or in third countries acceding to the GPA, or third countries not covered by the foregoing and having concluded bilateral or multilateral agreements with the Union on procurement procedures are required to be registered in the respective professional registers.

#### **2.2.4.2. Economic and financial standing**

With regard to the economic and financial standing, economic operators should have a turnover equal or above the estimated value of the contract during the last closed fiscal year. Economic operators should provide this data regarding their turnover that is related to the scope of the contract according to specimen of ANNEX II.

#### **2.2.4.3. Technical and professional capacity**

With regard to the technical and professional capacity, the economic operators, should satisfy the following conditions and present them according to the specimen of ANNEX II:

- a) They should have undertaken and implemented at least three (3) contracts of similar budget and complexity, for the promotion and information of agricultural products in the EU or third countries during the last (5) five years.
- b) Economic operators should have the adequate human resources especially those responsible for quality control and with the adequate professional and academic background. For that economic operators should declare
  - a. the main contracts they have performed during the last five years
  - b. technical staff, in particular those responsible for their quality control;
  - c. The Project Team that will be assigned for the contract as well as the means of study and research;
  - d. the average annual workforce during the last three years
  - e. the technical equipment and procedures at their disposal and the measures they take to ensure quality

#### **2.2.4.4. Rely in third parties**

Economic operators may, in respect of the criteria of economic and financial standing and technical and professional capacity, rely on the competences of other bodies, irrespective of the legal nature of the bond with them. In this case, they shall demonstrate that they will have the necessary resources at their disposal by producing the relevant commitment of the bodies on which they rely.

Specifically, with regard to the related professional experience, economic operators, may only rely on the capabilities of other entities if they perform the tasks or services for which those capabilities are required. Where economic operators rely on the competences of other bodies in relation to the criteria relating to the financial and financial competence required by the declaration, those economic operators and those on which they rely shall be jointly and severally liable for the performance of the contract. Under the same conditions, economic operators' associations may rely on the competences of the participants in the group or consortium or other entities.

## 2.2.3 Selection rules

### 2.2.3.1 Supporting documents

The right of participation of economic operators and the terms and conditions of their participation, as set out above shall be considered when submitting a tender, when submitting the supporting documents of this paragraph and at the conclusion of the contract.

Where an economic operator or group or consortium thereof, it is based on the capabilities of other entities, they are required to submit supporting documents proving that the grounds for exclusion under are not fulfilled and that they meet the relevant selection criteria on a case-by-case basis

The economic operator shall be obliged to replace an entity whose capacity it relies on if the latter does not meet the relevant selection criterion or for which there are grounds for exclusion.

- A. In order to proof that the economic operators do not fall in any of the grounds of exclusion they should submit as supporting document along with their tender a Declaration of Honor according to specimen of ANNEX III
- B. In order to proof their professional activity, they should submit as supporting document with their tender a certificate of the relevant professional or commercial register of the State of establishment. Economic operators established in a Member State of the European Union shall provide a certificate / attestation of the corresponding professional or commercial register certifying both their registration and their qualification their profession. In the event that a country does not maintain such a register, the document or certificate may be replaced by an affidavit or statement issued by notary that such a register is not kept and declaring their activities.
- C. In order to prove the economic and financial standing economic operators shall furnish their economic statements, balance sheets and accounts for the last two (2) years. If the economic operator, for good reason, is unable to provide the above supporting documents, he may prove his economic and financial standing by any other appropriate document.
- D. In order to proof their technical and professional capacity economic operators shall submit as supporting document with their tender the Technical and Professional Reference according to specimen of ANNEX II.

Groups or consortiums of economic operators submitting a joint tender shall submit the above, where applicable, supporting documents for each economic operator participating in the group or consortium.

Where an economic operator relies on the capabilities of other entities to demonstrate that it has the necessary resources, it shall provide, in particular, a written commitment by those entities to that effect.

## 2.3 Award criteria

### 2.3.1 Award criteria

Contract award criterion is the most advantageous from economic point of view tender based on the best quality – price ration according to the following table.

The Evaluation committee will examine will evaluate the proposals received according to the following criteria:

	WEIGHTING
QUALITY CRITERIA (A)	80%
Technical & Financial capacity	POINTS
1.1 Economic activity in related services/sufficient past experience in similar activities (promotion of agricultural products)	30
1.2 Healthy economic basis/Ability to finance the required work —turnover as percentage of the estimated value of the	10

contract	
1.3 Project team ( <i>management, organization</i> ), <i>professional skills and background</i> <i>Sufficient staff in numbers, academic and professional qualifications for the management, implementation and quality control of the activities</i>	20
<b>EVALUATION CRITERIA / Quality of tender</b>	
1.1 Knowledge of target countries, sectors and products	10
1.2 Organization and implementation methodology	10
1.3 Aesthetic features of the proposal	20
<b>FINANCIAL CRITERIA (B)</b>	<b>WEIGHTING</b>
1.5 Economic offer	20%

### 2.3.2 Rating and ranking of tenders

The weighted score of each criterion will be derived from the product of the sub-weighted factor on its score, and the aggregate bid score will be derived from the sum of the weighted scores of all criteria.

The most economically advantageous tender will be evaluated according to the following formula:

$$L = \{ \text{Quality criteria (A)} \times 80\% \} + \{ \text{Economic offer (B)} \times 20\% \}$$

## 2.4 Content of Tenders

---

### 2.4.1 General Rules

Tender are submitted based on the technical requirements set in ANNEX I of the present for all described services and LOTS. Alternatives will not be accepted.

A joint tender submitted by a group or consortium of economic operators, should be signed either by all economic operators or by their duly authorized representative. The tender must specify the extent and type participation (including the remuneration) of each member, as well as its representative / coordinator.

### 2.4.2 Time and place of submission of tenders

**2.4.2.1.** Tenders shall be submitted until the deadline set in the present either by hand or by post or courier services. After the expiration date and time, tenders submitted will not be accepted and will be returned unsealed.

**2.4.2.2.** Tenders will include the following:

- a). A sealed folder titled “Supporting Documents” –on which are included all relative documents according to the requirements of the present. All documents should be also submitted in electronic form in a CD/DVD or flash disk.
- b) A sealed folder titled “Technical Tender -Economic Tender” including their technical approach and the financial offer according to the specimen of ANNEX V. Economic operators should also include budget analysis of each service related to the implementation of each action / activity. All documents should be also submitted in electronic form in a CD/DVD or flash disk.

Economic operators shall indicate those elements of the tender which are confidential. Where an economic operator classifies information as confidential because of the existence of technical or commercial confidentiality, in its declaration, it shall state explicitly all relevant law provisions or administrative acts that impose the confidentiality of that information.

They are not classified as confidential information on unit prices, quantities, financial quotation and technical quotation details used for its evaluation.

Contracting Authority may require from the economic operators at any time during the procedure to submit within a reasonable time additional supporting documents and information when necessary for the proper conduct of the procedure.

### **2.4.3 Content of folders**

#### **2.4.3.1 Supporting documents**

Economic operators and this section will include: The Tender Guarantee according to the specimen of ANNEX V or the receipt of the bank deposit and the documents listed on point 2.2.3.1 of the present.

#### **2.4.3.2 Technical Tender**

The technical Tender should cover all the requirements and specifications set by the Contracting Authority with ANNEX I "Technical Specifications" describing exactly how these requirements and specifications are met. It shall include in particular the documents and supporting documents to assess the suitability of the services provided, on the basis of the award criterion, in accordance with the details set out in that ANNEX.

The economic operators shall indicate the part of the contract which they intend to subcontract to third parties and the subcontractors they propose.

#### **2.4.4 Economic Tender**

Economic Tender is submitted according to the specimen of ANNEX VI. All prices will be in EURO. Price includes third party charges, as well as any other charges, in accordance with applicable legislation, not including VAT, for the provision of services on site and in the manner provided in the contract documents. Contracting Authority reserve the right, in case that a Tender includes an excessive discount, to request from economic operators to provide additional information on their estimation. If the provided information is considered as inadequate by the judgment of the Contracting Authority then the tender is considered as ineligible and will be rejected. Tenders shall also be rejected in case which: a) no price is given in EURO or a EURO / foreign currency ratio is stipulated, and (c) the price exceeds the contract budget.

#### **2.4.5 Validity of tenders**

Tender will be valid and be bidding economic operators for two (2) months from the deadline for submitting tenders. Tender indicating duration period that is shorter than the indicated will be rejected. The validity of the tender may be extended in writing, if requested by the Contracting Authority, before its expiration, with a corresponding extension of the letter of guarantee, for a maximum period of time equal to the original duration specified above.

#### **2.4.6 Reasons for rejecting tenders**

The Contracting Authority, on the basis of the results of the selection and award procedures shall in any event reject a tender which:

- is not submitted within the time limit, in the manner and with the content specified above,
- contains defects, deficiencies, ambiguities or errors, where these cannot be supplemented or corrected, or if they can be supplemented or corrected, have not been remedied at their clarification and completion
- for which the tenderer has not provided the required explanations within the prescribed time limit or the explanation is not acceptable to the contracting authority

- it is considered as alternative or which does not meet the minimum requirements set out in ANNEX I “Technical Specifications”
- a tenderer submits two or more tenders. This restriction applies, and in the case of groups or consortium of economic operators with joint members, as well as in the case of economic operators involved either individually or as members of a group or consortium.
- which is conditional;
- which sets a readjustment condition;
- which has deficiencies related to the supporting documents required and in the divergences with the terms and conditions of the contract.

### **3. EVALUATION OF TENDERS**

---

#### **3.1 Opening and evaluation of tenders**

---

##### **3.1.1 Opening of tenders**

Contracting Authority has assigned an Evaluation Committee (EC) comprising by members of ECA from Greece and Spain, that will be responsible receiving, opening and evaluating tenders submitted. Members of EC assigned by Coordinator will celebrate a closed meeting after the closure of the deadline for submitting tenders following the below mentioned stages:

- Opening folders “Supporting documents”
- Opening folders “Technical Tender- Economic Tenders”

By opening the aforementioned folders, each tenderer shall have access to the other tenders and their supporting documents, without prejudice to those aspects of any tender declared confidential.

The contracting authority may invite economic operators to complete or specify the documents or supporting documents submitted, or to specify the content of their technical or financial offer.

##### **3.1.2 Evaluation of tenders**

EC will proceed to the evaluation of tenders submitted and their ranking according to the criteria and system provisioned in the present.

Members of EC assigned by Coordinator will register tenders submitted as well as the submitted supporting documents and the results of their control at a Protocol.

In continuation members of EC assigned by Coordinator will open and verify the content of folders “Technical Tender – Economic Tenders” of eligible tenderers and register the results of the control to a Protocol.

Then members of EC assigned by Coordinator will forward electronically eligible tenders to the member of EC assigned by partner. Each member of EC will evaluate eligible tenders submitted according to the system presented above.

EC will celebrate a video conference on a common agreed date where final assessment of eligible tenders will be agreed and final ranking will be decided.

Their evaluation will be done according to the criteria and system set at the present and a Protocol will be conducted regarding both the eligible and non eligible tenders.

In the case that EC considers a tender or tenders abnormally low in relation to the scope of the contract, reserve the right to request from economic operators to explain the price or cost they propose in their tender within a limited time limit of ten (5) days from notification of the relevant invitation.

In the case of equivalent tenders with the same overall final score, the one with the highest score of technical tenders will be nominated as temporal contractor. If the equivalent tenders have the same technical tender rating the award shall be to the one with the lowest price.

The final EC Protocol will be contacted to participating economic operators and will be forwarded to Contracting Authority for approval.

This decision may be appealed or objected will preliminary appeal based on the procedure of Article 3.4 hereof.

### **3.2 Call to temporal contractor – Submission of supporting documents.**

---

The Contracting Authority after conclusion of the evaluation and award procedure will call the economic operator who has been nominated as temporal contractor to submit in a restricted deadline of ten (10) days after receiving relevant notification all documents proofing that contractor is not in any of the condition set in Article 2.2.3 and presented in ANNEX IV

If the aforementioned supporting documents are not provided or there are deficiencies in their submission and the temporal contractor submit a request for the extension of the submission deadline, accompanied by supporting documents within the time limit from which it can be shown that it has requested the supporting documents, the contracting authority will extend the deadline for the submission of supporting documents for as long as it is required for the competent authorities to provide missing supporting documents.

This also applies in cases where the contracting authority requests the presentation of supporting documents in the process of evaluating tenders or requests to participate before the award stage, respecting the principles of equal treatment and transparency.

The Contractor shall be eliminated, the Tender Guarantee tender shall be forfeited in favor of the contracting authority and the second in ranking tenderer will be nominated as temporal contractor, if:

- upon checking the above supporting documents, it is established that the information provided by is false or inaccurate, or
- the required supporting documents are not submitted within the prescribed period; or
- the supporting documents provided in a lawful and timely manner do not establish the terms and conditions for participation in accordance with terms for exclusion grounds and selection criteria hereof;

Control and verification procedure of the above documents is completed with a relevant Protocol indicating any supporting documents that need supplementation as specified above that will be forwarded to the Competent body of the Contracting Authority for the final award of the contract or cancelation or declaration of temporal contractor as eliminated

The results of the verification of the above documents are validated by the award decision of the Contracting Authority.

### **3.3 Contract Award**

---

Contracting Authority shall notify the award decision, to all tenderers not excluded during the evaluation stages. The legal effects of the award decision, and in particular the conclusion of the contracts shall be cumulative if the deadline for an appeal has expired or, in the case of an appeal, the deadline for an appeal for suspension has expired; and in case of appeal for suspension a decision is issued on the appeal.

The contracting authority shall invite the contractor to proceed to the signature of the contracts, within a deadline which may not exceed fifteen (15) days from the relevant notification. If the contractor fails to sign the above contract within the time limit set, the Contractor shall be eliminated, the Tender Guarantee tender shall be forfeited in favor of the contracting authority and the same procedure shall be followed for the runner up.

### **3.4 Appeals - Objections**

---

Against the tender notice and the Tender Specifications, the participation of a tenderer and the tendering procedure, up to the award decision, an appeal or objection is permitted.

The above actions shall be submitted in writing to the Contracting Authority as follows:

(a) Against tender notice and the Tender Specifications:

Within the half of the time from the publication of the notice up to the deadline for submission of tenders. The dates of publication and of the submission of tenders shall also be taken into account in determining that time limit.



The objection is examined by the Joint Evaluation Committee, which submits a recommendation to the Contracting Authority, which issues the relevant decision the latest two (2) days before the submission deadline.

b) Against the participation of an economic operator and the tendering procedure, up to the award decision within three (3) working days, after the Tenderer in concerned became aware of the act or omission of the Joint Evaluation Committee.

Such objection shall be notified within two (2) days of its submission to the entity against whom it is directed. The objection is examined by the Joint Evaluation Committee and the Contracting Authority shall issue its decision no later than five (5) working days after the deadline for submitting objections.

c) Against the award decision, in respect of the legality and completeness of the supporting documents, within three (3) working days, after the tenderer concerned became aware of the above decision and the above documents.

This objection shall be notified within two (2) days of its submission to the temporary contractor against whom it is directed. The objection is examined by the Joint Evaluation Committee and the Contracting Authority - upon recommendation of the Joint Evaluation Committee - shall issue the relevant decision no later than five (5) working days from the end of the above three-day period.

Objections filed for any other reasons other than the above are not accepted and rejected. The relevant decision of the Contracting Authority on the objection will be notified electronically to the complainant in order to become aware of its content. If any objection is rejected, interested parties may appeal before the civil courts of the Contracting Authority.

### **3.5 Cancellation of the procedure**

---

The Contracting Authority reserves the right to cancel partially or as a whole procedure, after recommendation of the Joint Evaluation Committee. Also, if errors or omissions are found at any stage of the award process, it may, partially cancel the procedure or adjust its outcome accordingly or decide to repeat it from the point where the error or omission occurred.

## **4. CONTRACTUAL TERMS**

---

### **4.1 Performance Guarantee**

---

The signing of the contracts requires a Performance Guarantee in favor of the Contracting Authority which amounts to 5% of the value of the contract, excluding VAT, and is deposited before or upon signing the contract. Contracting Authority may accept as Performance Guarantees a Letter of Guarantee according to the specimen of ANNEX Vib or Bank Check issued by a financial institute operating legally in the European Union.

The Performance Guarantee covers, in a comprehensive and non-discriminatory manner, the application of all the terms of the contracts and any contracting authority's claims against the contractor.

The performance guarantee shall be forfeited in the event of a breach of the terms of the contract, as specified herein.

The performance guarantees are refunded in full after the final closure of the contract verified with a final protocol by the Contracting Authority. If the final protocol mentions or there is a late delivery, the above guarantees shall be refunded after the comments and the deadline have been dealt with.

### **4.2 Contractual legislation**

---

For the performance of contract the legislation foreseen at Article 1.4 and specifically the provisions of the Grant Agreement (101046171) – EUCOTTON will be applied.

### **4.3 Subcontracting**

---

**4.3.1.** The Contractor shall not be relieved of its contractual obligations and responsibilities due to the subcontracting of actions/ activities of the contract(s) and is the main responsible for the good performance of the contract(s).

**4.3.2.** At the time of signature of the contract, the Contractor shall indicate to the Contracting Authority the name, contact details and legal representatives of its subcontractors who will be involved in the performance of the contract, if known at the time. In addition, it is obliged to notify the contracting authority of any change in this information during the contract, as well as the information required of any new subcontractor which the Contractor subsequently uses in that contract, providing the relevant contracts or cooperation agreements. In case of termination of the Contractor's cooperation with the subcontractor / subcontractors of the contract, he shall immediately notify the Contracting Authority of such termination, and shall ensure the proper execution of the contract either by himself or by a new subcontractor, which shall notify the contracting authority during the above procedure. (In the event that the Contractor has relied on the subcontractor's abilities in terms of financial, technical and professional capacity, in accordance with the requirements of the present, the conditions and procedure for replacing him are hereby specified).

### **4.5 Amendment of the contract**

---

The contract may be amended according to the provisions of the Grant Agreement– (101046171) – EUCOTTON

### **4.6 Termination of the contract**

---

**4.6.1.** The contract may be terminated according to the provisions of the Grant Agreement (101046171) – EUCOTTON

## **5. SPECIAL TERMS FOR THE PERFORMANCE OF THE CONTRACT**

---

**5.1.1.** Payments of Contractor shall be done according to the following terms.

**a)** To **100%** of the contractual value of the services delivered partially or in annual base

Payments will be made by the presentation of the legal documents and all relative supporting documents for each action/ activity.

### **5.2 Deposal of Contractor - Sanctions**

---

**5.2.1.** The Contractor with the prejudice of grounds of force major can be deposed from the contracts and any contractual rights in case that fails to fulfill the contractual obligations or fails to comply with the contracting authority's written instructions, which are in accordance with the contract or the relevant provisions and especially the ones of the Grant Agreement (**101046171**) – **EUCOTTON**.

In this case Contractor shall be notified of a special nuisance, which shall include a specific description of the actions to be taken by him, setting a time limit for compliance which may not be less than fifteen (15) days. If the deadline set by the Special Nuisance expires without complying, it shall be declared duly justified within thirty (30) days of the non-compliance of the said time limit for compliance.

The following sanction total deprivation of the performance guarantee s shall be imposed on the contractor who is deposed of the contract, after summoning him for explanations:

**5.2.2.** If the contractor will not provide services provisioned in the contract penalties shall be imposed against it, by reasoned decision of the contracting authority. Penalties may also be imposed for improper performance of the terms of the contract.

The penalties are calculated as follows:

- (a) for a delay limited to a period not exceeding 50% of the foreseen duration of partial / intermediate deadlines of the corresponding a penalty of 2.5% shall be imposed; on the contractual value excluding VAT of the services rendered out of time,
- (c) for a delay exceeding 50% a penalty of 5% excluding VAT is imposed on the contractual value of the services rendered late;
- (d) The amount of penalties is deducted / offset by the contractor's fees.

The imposition of penalties does not deprive the contracting authority of the right to declare Contractor as deposed.

### **5.3 Appeals in the process of contract performance**

---

The Contractor may object to the decisions imposing penalties, in accordance with the provisions of Articles 5.2, 6.1, 6.4 as well related to the contractual terms for reasons of lawfulness and substance to the entity executing the contract within a period of (30) days from the date of notification or full knowledge of the decision. The time-limit for bringing proceedings is suspended. The competent authority shall decide within thirty (30) days of such exercise, otherwise deemed tacitly rejected. No other action may be brought against that decision. If the decision imposing the sanctions is not brought within the time-limit for bringing the action or is rejected by the competent authority, the decision shall become final. If a deadline for appeal is lodged, the consequences of the decision are suspended until it is finalized.

### **5.4 Judicial settlement of disputes**

---

Any dispute between the Contracting Parties arising out of the contracts shall be settled by appeal to the Courts in Greece.

### **5.5 Monitoring of the contract**

---

**5.1.1.** The monitoring of the contract is obligation of the Contracting Authority and the competent assigned personnel that form the Project Team. Project Team will consulate Contracting Authority for all subjects

related to the proper performance of the contract and the fulfillment of the contractual obligations of the Contractors, for the taking of imposed measures for non-compliance with the above conditions, and in particular for matters relating to the modification of contract scope, according to the provisions of the Grant Agreement (101046171) – EUCOTTON.

## **5.2 Duration of the Contract**

---

**5.2.1.** The Contract will enter into force immediately upon signing and will be valid until the final closure of the Grant Agreement (101046171) – EUCOTTON.

## **5.3 Acceptance of contract scope**

---

**5.3.1** Acceptance and receipt of the services and their deliverables shall be affected by a Project Team assigned by Contracting Authority.

During this procedure the required check is carried out in accordance with the terms of the contract and the contractor may also be invited to attend. Upon completion of the procedure, the Project Team shall:

(a) either accept and receive the services and their deliverables concerned, provided that the contract requirements are met, without the approval or decision of the Contracting Authority;

(b) advise on acceptance / receipt with observations or rejection of the services/deliverables provided; the latter also apply to partial receipts.

**5.3.2** If the Project Team considers that the services and deliverables provided do not fully comply with the terms of the contract, a provisional acknowledgment protocol shall be drawn up, indicating the derogations found in the terms of the contract and giving its opinion on any of the derogations referred to services or deliverables and therefore whether the latter can meet the relevant needs.

**5.3.3** For the purposes of the preceding paragraph, the following shall be defined:

(a) If it is found that, by reasoned decision of the Contracting Authority, the suitability is not affected, acceptance of the services or deliverables in question may be authorized, with a deduction on the contractual value, which shall be commensurate with derogations found. Following the adoption of the said decision, the Project Team shall be obliged to make a definitive receipt of the services or deliverables of the contract and to draw up a protocol of final acceptance in accordance with the decision referred to therein.

(b) If appropriateness is found to be affected, a reasoned decision of the Contracting Authority shall reject the services or deliverables provided.

**5.3.4** If in more than thirty (30) days have elapsed since the date of submission of the deliverable by the Contractor and no protocol with observations nor a receipt protocol has been issued, service / deliverable receipt shall be deemed to have taken place automatically.

## **5.4 Contract Termination - Subrogation of Contractor**

---

**5.4.1** If, during the performance of the contract, the contractor is irrevocably convicted of one of the offenses referred to in Article 2.2.3 hereof, the Contracting Authority may unilaterally terminate the contract and seek any compensation claims according to the provisions of the Civil Code applicable.

**5.4.2** If the contractor goes bankrupt or is subject to a resolution or special liquidation proceeding or is compulsorily managed by a liquidator or by the court or is subject to a bankruptcy settlement or suspends his business or if he is in any similar situation resulting from a similar proceeding national law provisions, the contracting authority may also unilaterally terminate the contract and seek any compensation claims in accordance with the relevant provisions of the Civil Code.

**5.4.3** In both of these cases of termination of the contract, the contracting authority may invite the subsequent bidder (s) to the contract award procedure in question and propose them to undertake the services of the deposed contractor, on the same terms and conditions and on the basis of the offer submitted by deposed contractor (expressed substitution clause)



## ANNEXES

---

### ANNEX I – Analytic description of Contract Scope

---

#### PART A – Description of the Scope of the Contract

European Union produces approximately 360.000 tn of lint cotton, which translates to 2% of the world total. Nevertheless, due to its renowned quality, European cotton is the 8th most exportable cotton commodity in the world. Main producing countries in EU are Greece and Spain. Both countries have a long tradition in cotton production and they have developed an extensive know-how in cultivation practices. In these regions, both producers and processors have invested significantly in their equipment from which a whole new culture of land and countryside management has emerged. Out of the 360000 mtns roughly produced in Europe, 25% consumed by spinning mills in Europe covering about 40% of the domestic needs, and the remaining 75% exported to other countries mainly to countries of the Mediterranean basin (Turkey, Egypt) and Far East.

Eventually, it is worthwhile mentioning that a large percentage of the cotton exported to other countries returns back to Europe as end textile products. European market is reported to be the second biggest consumer of end textile products. However, there is no indication of the raw materials used for the production of the end textile products.

The EUCOTTON project is managed by the *European Cotton Alliance*(ECA), a European Economic Interest Grouping comprising the most important European associations. ECA's objectives include the:

- ✓ Promotion and increase of cotton production in the EU through sustainable pro- and environmental-friendly practices and traceability of production.
- ✓ Development and establishment of a European cotton trademark for the identification and promotion of European cotton with the view to promoting and granting its use to cotton producers or textile industries in the EU, which may lead to the recognition, protection and promotion of the European cotton.
- ✓ Promotion of the use of European Cotton among professionals and consumers, both within the EU and internationally.

Its members are:

- HELLENIC COTTON ASSOCIATION OF GINNERS AND EXPORTERS (HCA)
- INTER-BRANCH ORGANISATION OF GREEK COTTON (DOB)
- FEDERATION OF GREEK TEXTILE INDUSTRIALISTS (SEVK)
- ASSOCIATION OF COTTON GINNERS OF THE SOUTH (ADESUR)
- SPANISH ASSOCIATION OF COTTON GINNERS (AEDA)
- NATIONAL COTTON CENTRE (CAN)
- INTERPROFESSIONAL ASSOCIATION OF COTTON

The objective of this action is to increase the awareness and recognition of the European cotton, adding a very strong focus towards its quality properties. Through this action, the Contracting Authority aims to raise awareness on cotton production in Europe and to increase demand for textiles made of European cotton. The action, therefore, is not designed to have a direct impact on the sales or exports of European cotton per se. Instead, EUCOTTON remains a promotion campaign which aspires to educate consumers and trade professionals on the higher quality of European cotton, its methods of production and its popularity around the world. The outcome of this campaign is expected to be the creation of added value for the quality trademark "EUCOTTON" and a rise of demand for made in "European cotton" products.

The achievement of this objective has a wider scope than the one expressed by the proposing organization itself, since an increased awareness and recognition of the quality of European cotton will have a positive reflection on various European sectors, such as the textile, fashion, hygiene products industries.

Finally, the campaign provides a new narrative for the textile industry/ retailers, who wish to differentiate their product by introducing new aspects which could attract the interest of the consumer. Therefore, it creates added value in European-wide level for cotton producers, textile manufacturers, retailers and designers alike.

### **Key messages**

The campaign provides a new narrative for the textile industry/ retailers, who wish to differentiate their product by introducing new aspects which could attract the interest of the consumer. Therefore, it creates added value in European-wide level for cotton producers, textile manufacturers, retailers and designers alike. The main campaign claim is:

"EUROPE DESIGN A SUSTAINABLE FUTURE WITH EUROPEAN COTTON "

The key messages conveyed through this campaign are:

- European cotton is grown from non-transgenic seeds that achieve a high level of environmental and social performance
- European cotton growing practices are highly regulated and ensure the safety of farmers, consumers and the environment

### **Objectives**

The objective of this campaign is to increase the awareness and recognition of the European cotton production, adding a very strong focus towards its quality properties. Through the campaign implementation, the Contracting Authority aims to raise awareness on cotton production in Europe and to increase demand for textiles made of European cotton. The activities, therefore, are not designed to have a direct impact on the sales or exports of European cotton per se. EUCOTTON remains a promotion campaign which aspires to educate consumers and trade professionals on the higher quality of European cotton, its methods of production and its popularity around the world.

<p><b>OBJECTIVE 1</b></p> <p><b>Awareness-raising goal</b></p>	<p>Measure the degree of consumer knowledge about sustainable cotton production. Increase the degree of knowledge and awareness towards the values associated with sustainable cotton production.</p>
<p><b>Secondary goals</b></p>	<ul style="list-style-type: none"> <li>• To value aspects linked to the product and its environmental and social environment.</li> <li>• Increase differential knowledge of sustainable cotton.</li> <li>• Increase knowledge of the attributes, characteristics and value proposition of sustainable cotton as an EU product.</li> <li>• To value the European Production Model based on the example of sustainability, environmental involvement, biodiversity defense, traceability, quality, safety and labelling.</li> <li>• Change consumer perceptions of all these sociocultural and environmental aspects linked to cotton production.</li> </ul>

Expected results	That at least 30% of European consumers impacted by the programme and 50% of <b>European stakeholders</b> and professionals <b>consider</b> as important (agreeing or very agreed) all the values associated with sustainability in order to make a decision to use sustainable European cotton.
------------------	--

OBJECTIVE 2	To publicize the EUROCOTTON logo and increase its knowledge among European stakeholders, professionals and consumers. Associate this logo with the use and use of EUROPEAN COTTON AND SUSTAINABLE COTTON
Awareness-raising goal	
Secondary goals	<p>Connect the intrinsic values of European cotton to the target by encouraging the recognition of its logo and creating everything it defends.</p> <ol style="list-style-type: none"> <li>1. Only the garments and fabrics that wear this logo come from sustainable European agriculture.</li> <li>2. Environmentally friendly sustainable cotton</li> <li>3. High quality cotton.</li> </ol> <ol style="list-style-type: none"> <li>1. No use of GMOs.</li> <li>2. 100% regulated crop</li> <li>3. Cotton with a social commitment</li> <li>4. Committed to consumer safety and the environment</li> </ol>
Expected results	Increase the degree of knowledge and recognition by <b>30%</b> from the starting point

OBJECTIVE 3																																																																																																																									
Value objective	Increasing the value of European sustainable cotton exports																																																																																																																								
Secondary goals	<ul style="list-style-type: none"><li>Encourage exports of this cotton production against non-sustainable and third-country options.</li><li>To support the sector economically, thus facilitating its economic and social sustainability.</li></ul>																																																																																																																								
Expected results	<div>Exportations</div> <table><tr><th colspan="12">GREECE - VALUE OF COTTON EXPORTS (€)</th></tr><tr><th></th><th>2016</th><th>2017</th><th>2018</th><th>2019</th><th>2020</th><th>2021</th><th>2022</th><th>2023</th><th>2024</th><th>2022-2024</th><th>2022-2024</th></tr><tr><td>GREECE</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td><td>0,00</td></tr><tr><td>SPAIN</td><td>299,00</td><td>593,00</td><td>7,00</td><td>1,00</td><td>769,00</td><td>700,00</td><td>714,00</td><td>728,28</td><td>742,85</td><td>728,38</td><td>772,08</td></tr><tr><td>ITALY</td><td>3.293,00</td><td>2.819,00</td><td>3.213,00</td><td>2.322,00</td><td>1.708,00</td><td>1.700,00</td><td>1.734,00</td><td>1.768,68</td><td>1.804,05</td><td>1.768,91</td><td>1.875,04</td></tr><tr><td>GERMANY</td><td>3.579,00</td><td>6.188,00</td><td>8.232,00</td><td>6.470,00</td><td>7.240,00</td><td>7.300,00</td><td>7.446,00</td><td>7.594,92</td><td>7.746,82</td><td>7.595,91</td><td>8.051,67</td></tr><tr><td>FRANCE</td><td>69,00</td><td>1.962,00</td><td>1.542,00</td><td>1.293,00</td><td>438,00</td><td>500,00</td><td>510,00</td><td>520,20</td><td>530,60</td><td>520,27</td><td>551,48</td></tr><tr><td>TOTAL</td><td>7.240,00</td><td>11.562,00</td><td>12.994,00</td><td>10.086,00</td><td>10.155,00</td><td>10.200,00</td><td>10.404,00</td><td>10.612,08</td><td>10.824,32</td><td>10.613,47</td><td>11.250,27</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>6,00%</td></tr><tr><td></td><td colspan="8">Without campaign</td><td colspan="3">With campaign</td></tr></table>	GREECE - VALUE OF COTTON EXPORTS (€)													2016	2017	2018	2019	2020	2021	2022	2023	2024	2022-2024	2022-2024	GREECE	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	SPAIN	299,00	593,00	7,00	1,00	769,00	700,00	714,00	728,28	742,85	728,38	772,08	ITALY	3.293,00	2.819,00	3.213,00	2.322,00	1.708,00	1.700,00	1.734,00	1.768,68	1.804,05	1.768,91	1.875,04	GERMANY	3.579,00	6.188,00	8.232,00	6.470,00	7.240,00	7.300,00	7.446,00	7.594,92	7.746,82	7.595,91	8.051,67	FRANCE	69,00	1.962,00	1.542,00	1.293,00	438,00	500,00	510,00	520,20	530,60	520,27	551,48	TOTAL	7.240,00	11.562,00	12.994,00	10.086,00	10.155,00	10.200,00	10.404,00	10.612,08	10.824,32	10.613,47	11.250,27												6,00%		Without campaign								With campaign		
GREECE - VALUE OF COTTON EXPORTS (€)																																																																																																																									
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2022-2024	2022-2024																																																																																																														
GREECE	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00																																																																																																														
SPAIN	299,00	593,00	7,00	1,00	769,00	700,00	714,00	728,28	742,85	728,38	772,08																																																																																																														
ITALY	3.293,00	2.819,00	3.213,00	2.322,00	1.708,00	1.700,00	1.734,00	1.768,68	1.804,05	1.768,91	1.875,04																																																																																																														
GERMANY	3.579,00	6.188,00	8.232,00	6.470,00	7.240,00	7.300,00	7.446,00	7.594,92	7.746,82	7.595,91	8.051,67																																																																																																														
FRANCE	69,00	1.962,00	1.542,00	1.293,00	438,00	500,00	510,00	520,20	530,60	520,27	551,48																																																																																																														
TOTAL	7.240,00	11.562,00	12.994,00	10.086,00	10.155,00	10.200,00	10.404,00	10.612,08	10.824,32	10.613,47	11.250,27																																																																																																														
											6,00%																																																																																																														
	Without campaign								With campaign																																																																																																																



SPAIN - VALUE OF COTTON EXPORTS (€ x €)										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2022-2024
GREECE	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
SPAIN	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
ITALY	423,00	96,00	113,00	6,00	61,00	70,00	71,40	72,83	74,28	72,84
GERMANY	3.709,00	4.732,00	3.672,00	3.066,00	2.913,00	3.000,00	3.060,00	3.121,20	3.183,62	3.121,61
FRANCE	5.445,00	5.211,00	6.600,00	3.672,00	1.266,00	1.300,00	1.326,00	1.352,52	1.379,57	1.352,70
TOTAL	9.577,00	10.039,00	10.385,00	6.744,00	4.240,00	4.370,00	4.457,40	4.546,55	4.637,47	4.547,14
										6,00%
							Without campaign		With campaign	

## Target groups

This project has clearly **defined 2 target groups**:

### PROFESSIONALS:

Purchase decision makers, importers, manufacturers

### CONSUMERS:

*Men and women, 25-45 years old, urban, young and environmentally concerned*

## Output and results indicators

WORK PACKAGE	Productivity indicators	Performance indicators
2.1 PR - Press office	<ul style="list-style-type: none"> <li>Permanent press office</li> <li>30 press releases</li> <li>30 clipping services</li> <li>15 digital press dossiers</li> <li>1 video release and distribution</li> </ul>	28.000.000
3.1 Website	<ul style="list-style-type: none"> <li>1 microsite creation</li> <li>3 microsite update and maintenance</li> </ul>	n/a
3.2 SoMe	<ul style="list-style-type: none"> <li>3 Creation, development, and maintenance of 1 Instagram profile</li> <li>32 monthly IG planifications including 30 post per year</li> <li>210 European content creator influencers</li> <li>11 quarterly reports</li> </ul>	1.700.000
4.1 Advertising - Print	<ul style="list-style-type: none"> <li>20 magazines insertions</li> </ul>	381.766
4.4 Advertising - Online	<ul style="list-style-type: none"> <li>15 B2C display banner campaign</li> <li>2 B2B display banner campaign</li> <li>10 digital campaign Hearst Group</li> <li>3 paid media campaign</li> </ul>	30.960.000
5.1 Communication tools - Promotional items	<ul style="list-style-type: none"> <li>5.850 cotton bags</li> <li>3.540 USB's</li> <li>11.000 info brochures</li> <li>5.540 folders</li> <li>2.000 school cases</li> </ul>	27.930
Other activities	<ul style="list-style-type: none"> <li>3 Creative development and final artwork</li> <li>Press and digital Adaptations</li> <li>3 Rental image bank</li> <li>Translations</li> <li>2 Photoshooting (Spain and Greece)</li> </ul>	n/a
6.2 Events - Seminars, B2B meetings and workshops	<ul style="list-style-type: none"> <li>4 seminars</li> <li>9 B2B meetings</li> <li>10 educational workshops</li> </ul>	2.236

6.4 Events - Sponsorships	· 5 events sponsorships	1.000
6.5 Events - Study trips	· 2 study trips (20 visitors)	20

## Technical Specifications

### Work Package 2

Work Package 2: PUBLIC RELATIONS				
Objectives				
<ul style="list-style-type: none"> <li>Create a solid message based into the EU campaign image “Europe designs a sustainable future” through a <b>sustainable</b> and <b>environmental-friendly</b> materials</li> <li>Communicate about a European cotton trademark for the identification and promotion of European cotton with leading to the <b>recognition, protection and promotion of the European cotton</b>.</li> </ul> <p>Promotion of the use of European Cotton among <b>professionals and consumers</b> within the EU.</p>				
Task No.	Task name	description		
2.1	Press Office	<p><b>Launch of 2 press releases</b> by country and year based on campaign activities such as seminars and tradeshow and editorial calendars</p> <p><b>Continuous monitoring of the campaign</b>, compiling all the data and results of the publications and public relations feeds for build-up detailed clipping reports. This press office will follow up and issue the necessary reports to control the results of the campaign.</p> <p><b>Creation and development of a digital press dossier</b> with reasons for trust in the Sustainable Cotton from Europe.</p> <p><b>Video Release in Y1. (2 minute)</b></p>		
calendar		YEAR 1	YEAR 2	YEAR 3
Deliverables		<i>1 Permanent Press Office service</i> <i>10 Press Releases (2 per country)</i> <i>10 Press clipping reports linked to the press releases (2 per country)</i> <i>5 Digital press Dossiers (1 per country)</i> <i>1 Video Release and its distribution and 2 adaptations: 1 for Greece and 1 for France</i>	<i>1 Permanent Press Office service</i> <i>10 Press Releases (2 per country)</i> <i>10 Press clipping reports linked to the press releases (2 per country)</i> <i>5 Digital press Dossiers (1 per country)</i>	<i>1 Permanent Press Office service</i> <i>10 Press Releases (2 per country)</i> <i>10 Press clipping reports linked to the press releases (2 per country)</i> <i>5 Digital press Dossiers (1 per country)</i>
Total work package		91.270€	67.325€	67.325€

### Work Package 3

Work Package 3: WEBSITE & SOME	
Objectives	
<ul style="list-style-type: none"> <li>Creation of added value for the Eu Cotton quality brand.</li> <li>Educate the consumer on the attributes of cotton from Europe to increase demand for products made in "cotton from Europe".</li> </ul>	

<ul style="list-style-type: none"><li>Communicate the quality guarantee of the textile produced with cotton from Europe.</li><li>Publicize a sustainable and responsible production method with the planet and farmers</li></ul>			
Task No.	Name	description	
3.1	Website	A website will be designed and developed in English version language and adapted to the rest of the EU targeted countries languages, containing all the info of the campaign. Periodical updates and maintenance are included. The website will host a separate access-only platform which will be accessible by cotton producers and ginners. Through this platform, participating entities will be able to register at the EU COTTON program and also upload and manage their handling papers on trading the commodity. This website will have a European domain and will be in English version with local adaptations to each country.	
3.2	Social Media	<p><b>Targeting</b> textile chain stakeholders, retailers, consumers and opinion leaders. (consumers: 25-45 y.o. Europeans and interested/concerned about sustainability and quality products).</p> <p><b>Instagram.</b> Facebook and Twitter profiles linked to the campaign where we will upload news regarding the campaign and <b>relevant content</b> 3 times per month throughout the project duration. The working language will be English.</p> <p><b>Awareness Instagram campaign</b> with <b>content creators</b> from the fashion and lifestyle world, located in Spain, France, Germany, Italy and Greece</p>	
Deliverables and estimated budget			
calendar	YEAR 1	YEAR 2	YEAR 3
Deliverables	<p>1 microsite (Creation and Development) in English version with local adaptations</p> <p>1 e-platform adjacent to the website (creation and development)</p> <p>1 microsite update and maintenance</p> <p>1 Creation, development, and maintenance of 1 Instagram, 1 Facebook and 1 Twitter profile</p> <p>8 monthly IG planifications including 30 post per year</p> <p>1 monthly FB planification including 36 posts per year</p> <p>1 monthly twitter planification including 36 posts per year</p> <p>50 European content creator influencers campaign</p> <p>3 quarterly reports including the results of</p>	<p>1 microsite update and maintenance</p> <p>1 e-platform update and maintenance</p> <p>1 Creation, development, and maintenance of 1 Instagram, 1 Facebook and 1 Twitter profile</p> <p>12 monthly IG planifications including 30 post per year</p> <p>1 monthly FB planification including 36 posts per year</p> <p>1 monthly twitter planification including 36 posts per year</p> <p>75 European content creator influencers campaign</p> <p>4 quarterly reports including the results of the 5 countries</p>	<p>1 microsite update and maintenance</p> <p>1 e-platform update and maintenance</p> <p>1 Creation, development, and maintenance of 1 Instagram, 1 Facebook and 1 Twitter profile</p> <p>12 monthly IG planifications including 30 post per year</p> <p>1 monthly FB planification including 36 posts per year</p> <p>1 monthly twitter planification including 36 posts per year</p> <p>85 European content creator influencers campaign</p> <p>4 quarterly reports including the results of the 5 countries</p>

	the 5 countries		
Total work package	97.330€	86.056 €	90.011€

#### Work Package 4

Work Package 4: ADVERTISING		
Objectives.		
<ul style="list-style-type: none"> <li>Inform and consolidate the image of cotton production in the EU through sustainable pro- and environmental-friendly practices and traceability of production.</li> <li>Establish of a European cotton trademark for the identification and promotion of European cotton with the view to promoting and granting its use to cotton producers or textile industries in the EU, which may lead to the recognition, protection and promotion of the European cotton.</li> <li>Promotion of the use of European Cotton among professionals and consumers within the EU.</li> </ul>		
Task No.	Name	description
4.1	Print	<p><b>Targeting</b> professionals (Textile chain, retailers and stakeholders) who need to know the benefits of the product.</p> <p>Creation of a campaign in <b>specialized-themed magazines</b> related to textiles and fashion, in all countries and years where the “Europe designs a sustainable future” message will be adapted to each country. The EU Cotton label will have a remarkable space with the reasons for choosing the EU Cotton. An image that explains clearly and concisely the quality of the product. A range of professional magazines with a direct target: professionals and B2B decision makers who are in search of new products and to improve the quality of their garments.</p> <p><b>Where:</b> In Specific magazines focused in 3 of the most important European Cotton Manufacturer country industries: Spain, Greece and Germany.</p> <ul style="list-style-type: none"> <li>In Y1 6 insertions: 3 in Spain and 3 in Greece</li> <li>In Y2 7 insertions: 3 in Spain and 3 in Greece and 1 in Germany</li> <li>In Y3 7 insertions: 3 in Spain and 3 in Greece and 1 in Germany</li> </ul>
4.2	Digital	<p><b>Who:</b> Digital campaign aimed at the consumers and B2B oriented to producers, distributors, etc</p> <p><b>Includes:</b></p> <p>a) <b>A B2B digital campaign:</b> In Y2 and Y3 creation of a digital B2B campaign based around the sectorial conferences/sponsorships. The idea is to <b>increase the visibility</b> around the trade shows (radius of 5-10 km) in the selected countries 2 weeks before the event.</p> <p>b) <b>B2C display campaign</b> with <b>whitelists</b> to be visible in a premium and secure environment.</p> <p>c) <b>Branded content Digital</b> Digital campaign targeting final consumer for the 5 countries of the programme – Y2 and Y3.</p> <p>d) <b>Paid social</b></p>

		<div>Creation of Instagram 3 types of campaigns in order to reach the following KPI's:</div> <ul style="list-style-type: none"><li>• Reach campaign</li><li>• Engagement campaign</li><li>• Traffic and Views campaign</li></ul> <div>Targets:</div> <ul style="list-style-type: none"><li>• 1M Reach</li><li>• 10K Engagement</li><li>• 10K clicks to the website</li><li>• 500K views</li></ul>	
Deliverables and estimated budget			
calendar	YEAR 1	YEAR 2	YEAR 3
Deliverables	print-campaign in specialized-themed magazines, online-B2B digital campaigns, B2C display campaign with whitelists	print-campaign in specialized-themed magazines, online-B2B digital campaigns, B2C display campaign with whitelists	print-campaign in specialized-themed magazines, online-B2B digital campaigns, B2C display campaign with whitelists
Total work package	74.860€	202.458 €	202.939€

### Work Package 5

Work Package 5: COMMUNICATION TOOLS		
Objectives		
<ul style="list-style-type: none"> <li>▪ Create a solid message based into the EU campaign image <i>"Europe designs a sustainable future"</i> through a <b>sustainable</b> and <b>environmental-friendly</b> materials</li> <li>▪ Communicate about a European cotton trademark for the identification and promotion of European cotton with leading to the <b>recognition, protection and promotion of the European cotton.</b></li> <li>▪ Promotion of the use of European Cotton among <b>professionals and consumers</b> within the EU</li> </ul>		
Task No.	Name	description
5.1	Promotional articles	<ul style="list-style-type: none"> <li>• Professional kits that includes: a cotton bag, a wood usb and a sales folder</li> <li>• Students kits that includes: a cotton school case and a wood usb</li> </ul>
5.2	Promotional Videos	Two 60" audio-visual spot + language adaptations for each country that shows: <ul style="list-style-type: none"> <li>• The EU cotton and the production model, the leadership, the excellence, the method of artisan production, the extension of the cotton fields, the passion of the producers in the process, the experience and professionalism, the high quality of the product. the sustainability of the product the forms of use and the care and dedication in all steps of the chain.</li> </ul>

5.3	Creative developm ent & final artwork	Creation of a communication strategy in accordance with the objectives to be achieved by this programme. This includes the creative development of the campaign with final artworks, adaptations and all the graphic pieces that may arise over the three-year period.		
Deliverables and estimated budget				
calendar		YEAR 1	YEAR 2	YEAR 3
Deliverables		850 Cotton bags 540 USB's 1.000 infobrochures 540 folders 2 60" promotional campaign videos  Creative development and final artwork for the campaign; Press and digital adaptations to the 5 countries; 1 rental image bank; translations to 5 countries; 2 photoshootings (ES & EL)	2.500 Cotton bags 1.500 USB's 5.000 infobrochures 2.500 folders 1.000 School cases 2 video rights for 5 countries  Creative development and final artwork for the campaign; Press and digital adaptations to the 5 countries; 1 rental image bank; translations to 5 countries; 2 photoshootings (ES & EL)	2.500 Cotton bags 1.500 USB's 5.000 infobrochures 2.500 folders 1.000 School cases 2 video rights for 5 countries  Creative development and final artwork for the campaign; Press and digital adaptations to the 5 countries; 1 rental image bank; translations to 5 countries; 2 photoshootings (ES & EL)
Total work package		111.762,00 €	75.524,00€	75.524,00 €

## Work Package 6

Work Package 6: EVENTS		
Objectives		
<ul style="list-style-type: none"> <li>Promotion and increase of cotton production in the EU through sustainable pro- and environmental-friendly practices and traceability of production.</li> <li>Acknowledgement of the European cotton trademark for the identification and promotion of European cotton with the view to promoting and granting its use to cotton producers or textile industries in the EU, which may lead to the recognition, protection and promotion of the European cotton.</li> <li>Promotion of the use of European Cotton among professionals within the EU.</li> </ul>		
Task No.	Name	description
6.1	a) Seminars	<b>Targeting B2B sector</b> (textile chain stakeholders, retailers, and opinion leaders) Textile Fashion students who will be prescribers of our product
	b) B2B Meetings	<b>a) Seminars (during Tradeshows)</b> Seminars organised around the main textile Tradeshows as Heimtextil Germany or Premier Vision France. These seminars will count with the assistance of representatives from the EU Cotton Alliance that will explain the possibilities of the product in order to reinforce its market value.

c)Workshops (masterclasses)	Duration: 1 hour					
		Italy	Germany	France		
	YEAR 2		Heimtextil	Premier Vision		
	YEAR 3	Milano Moda Donna		Premier Vision		
	<b>b) B2B Meetings</b>					
	Dinners with a small selection of professionals from the textile and fashion sector. These B2B dinners will serve to expand the information in a more detailed, relaxed, and personal way with each of them.					
	Number of events per year/country:					
		Spain	Greece	Italy	Germany	France
	YEAR 1	1			1	1
	YEAR 2	1		1	1	
YEAR 3	1			1	1	
	<b>c)Educational Workshops</b>					
	Implementation of educational workshops on the main European fashion schools. These events are focused on students of design and fashion schools throughout all of Europe. Will also include a streaming webinar format in order to keep the recorded session for future broadcasting.					
	<u><b>When &amp; Where:</b></u>					
	<b>a) Seminars:</b>					
	<ul style="list-style-type: none"><li>• Y2 Germany and France</li><li>• Y3 Italy and France</li></ul>					
	<b>b) B2B Meetings</b>					
	<ul style="list-style-type: none"><li>• Y1 in Spain France and Germany</li><li>• Y2 in Spain France and Germany</li><li>• Y3 in Spain, Italy and France</li></ul>					
	<b>c) Educational Workshops:</b>					
	<ul style="list-style-type: none"><li>• During Y2 in the main fashion schools of: Spain, Greece, Italy, France and Germany</li><li>• During Y3 in the main fashion schools of: Spain, Greece, Italy, France and Germany</li></ul>					
	6.4	Sponsorship of events	Targeting <b>B2B sector</b> (textile chain stakeholders, retailers and opinion leaders) <u><b>Sponsorships of key industry events in the market-countries.</b></u> Includes the participation at trade meetings and conferences through sponsorships which will ensure the presentation of the campaign and the EUCOTTON initiative. The sponsorship includes insertion of campaign banners in the online communication channels of the conferences, roll-up banner during the day/s of the event and finally, the opportunity to present EUCOTTON campaign in the highly relevant sectoral attendees. <u><b>When &amp; Where:</b></u>			



		<p>The selected events are:</p> <ol style="list-style-type: none"><li>1. International Cotton Association Meeting- ICA (Spain). This event is itinerary and next edition will take place in Spain.</li><li>2. Cotton Conference Bremen (Germany)</li><li>3. Mediterranean Cotton Roads (Greece and Spain)</li><li>4. French Cotton Association Meeting - AFCOT (France)</li></ol> <table><tr><td></td><td>Spain</td><td>Greece</td><td>Italy</td><td>Germany</td><td>France</td></tr><tr><td>YEAR 1</td><td>ICAC Plenary Meeting 2022</td><td></td><td></td><td></td><td></td></tr><tr><td>YEAR 2</td><td>Mediterranean Cotton Roads</td><td></td><td></td><td></td><td>AFCOT</td></tr><tr><td>YEAR 3</td><td></td><td>Mediterranean Cotton Roads</td><td></td><td>Bremen Cotton Conference</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>						Spain	Greece	Italy	Germany	France	YEAR 1	ICAC Plenary Meeting 2022					YEAR 2	Mediterranean Cotton Roads				AFCOT	YEAR 3		Mediterranean Cotton Roads		Bremen Cotton Conference							
	Spain	Greece	Italy	Germany	France																															
YEAR 1	ICAC Plenary Meeting 2022																																			
YEAR 2	Mediterranean Cotton Roads				AFCOT																															
YEAR 3		Mediterranean Cotton Roads		Bremen Cotton Conference																																
6.5	Study trips	<p><b>Targeting</b> <b>B2B sector</b> (textile chain stakeholders, retailers and opinion leaders, <u>decision makers</u>) <b>When &amp; Where:</b></p> <table><tr><td>Year 2 -SPAIN</td><td>1 farm trip/5 days / 10 visitors</td></tr><tr><td>Year 3 - GREECE</td><td>1 farm trip/5 days / 10 visitors</td></tr></table>					Year 2 -SPAIN	1 farm trip/5 days / 10 visitors	Year 3 - GREECE	1 farm trip/5 days / 10 visitors																										
Year 2 -SPAIN	1 farm trip/5 days / 10 visitors																																			
Year 3 - GREECE	1 farm trip/5 days / 10 visitors																																			
Deliverables and estimated budget																																				
calendar		YEAR 1		YEAR 2		YEAR 3																														
Deliverables		<p><b>6.2 b) B2B Meetings</b> 1 for each: Spain, France and Germany 3 organizations/PR 3 Rental spaces 3 Catering service for 4 people 3 set ups Including: displays, roll ups and decoration 12 commercial gifts, 4 gifts per country</p> <p><b>6.4 Sponsorship of events</b> 1 report of proceedings per event</p>		<p><b>6.2 a) Seminars:</b> 1 for each: Italy, Germany and France 3 organizations/PR 3 Room Rentals 3 catering for 50 people 3 Speakers/moderators 3 photographers 3 travels for IB supervision</p> <p><b>6.2 b) B2B Meetings</b> 1 for each: Spain, France and Germany 1 organization/PR 3 Rental spaces 3 Catering service for 4 people 3 set ups Including: displays, roll ups and decoration 12 commercial gifts, 4 gifts per country</p>		<p><b>6.2 a) Seminars:</b> France 1 organizations/PR 1 Room Rental 1 catering for 50 people 1 Speaker/moderator 1 photographer 1 travel for IB supervision</p> <p><b>6.2 b) B2B Meetings</b> 1 for each: Spain, Italy and France 1 organization/PR 3 Rental spaces 3 Catering service for 4 people 3 set ups Including: displays, roll ups and decoration 12 commercial gifts, 4 gifts per country</p>																														

		<b>6.2 c) Educational Workshops:</b> In the main fashion schools of: Spain, Greece, Italy, France and Germany 1 for each: 5 Coordination and logistics 5 Rental spaces and audio-visual items 5 Streaming webinars (technical support) 5 Influencers (including hotel and expenses) 5 Decoration items (roll ups, displays) 5 Shipments to the schools <b>6.4 Sponsorship of events</b> 1 report of proceedings per event <b>6.5 Study Trips</b> 1 report of proceedings per event 10 participants	<b>6.2 c) Educational Workshops:</b> In the main fashion schools of: Spain, Greece, Italy, France and Germany 1 for each: 5 Coordination and logistics 5 Rental spaces and audio-visual items 5 Streaming webinars (technical support) 5 Influencers (including hotel and expenses) 5 Decoration items (roll ups, displays) 5 Shipments to the schools <b>6.4 Sponsorship of events</b> 1 report of proceedings per event <b>6.5 Study Trips</b> 1 report of proceedings per event 10 participants
<b>Total work package</b>	<b>18.815€</b>	<b>186.272 €</b>	<b>183.832€</b>

## **PART B – VALUE OF THE CONTRACT**

### ***Financing***

The contract is financed by European Union by 80% according to Regulation (EU) 1144/2014 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 and by own contribution of Contracting Authority by 20%.

- Estimated value of the contract in EURO without VAT, one million six hundred thirty one thousand three hundred and three (€1,631,303.00)

<b>Work package</b>	<b><i>TOTAL in € (excl. VAT)</i></b>
<b>Work Package 2- Public Relations</b>	<b><i>225.920,00</i></b>
<b>Work Package 3- website and social media</b>	<b><i>273.397,00</i></b>
<b>Work Package 4- Advertising</b>	<b><i>480.257,00</i></b>
<b>Work Package 5- Communication Tools</b>	<b><i>262.810,00</i></b>
<b>Work Package 6- Events</b>	<b><i>388.919,00</i></b>
<b>Estimated value of the contract</b>	<b><i>1.631.303,00</i></b>

## ANNEX II – Technical and Professional Reference

---

### Tenderer Composition

	Single Tenderer
	Single Tenderer with subcontractor
	Joint Tenderer
	Joint Tenderer with subcontractor

### Tender Composition overview<sup>1</sup>

#	Member type	Organization	Contact person	City	Country
	<Leader>				
	<Member>				
	<Subcontractor>				

### Member detailed information

	Leader
	Member
	Subcontractor

<b>Tenderer/ Member name / Subcontractor</b>			
<b>Address</b>			
<b>Post code</b>		<b>City</b>	
<b>Country</b>			
<b>VAT registration</b>		<b>Registration No</b>	
<b>website</b>			

---

<sup>1</sup> Add as many line needed

email	
-------	--

***If identified subcontractor***

Please identify the activities where the amount received is higher than 30%.

Activity	%	

**The person authorized to represent < the tenderer / member of the tenderer> and sign the contract  
/<the subcontractor and enter in legal commitment on its behalf>**

<b>Name</b>		<b>Position</b>	
<b>Office address</b>			
<b>Phone</b>		email	

**The contact person for this tender**

<b>Name</b>		<b>Position</b>	
<b>Office address</b>			
<b>Phone</b>		email	

**Financial data overview of the tenderer<sup>2</sup>**

Proof of economic and financial capacity shall be furnished by the presentation of balance sheets or extracts from balance sheets and profit and loss accounts for at least the last two years for which accounts have been closed.

Economic and Financial Capacity	In currency unit		In euro	
	Year 2	Year 1	Year 2	Year 1
<b>Assets</b>				
<b>Liabilities</b>				
<b>Turnover and other operating incomes</b>				
<b>Gross operating profit</b>				

<sup>2</sup> Only for tenderers / members of a joint tender

<b>Net operating profit</b>				
<b>Profit/loss on ordinary activities</b>				
<b>Profit/loss for the financial year</b>				

**Financial data overview of the consortium of tenderers<sup>3</sup>**

<b>Economic and Financial Capacity</b>	<b>In currency unit</b>		<b>In euro</b>	
	Year 2	Year 1	Year 2	Year 1
<b>Assets</b>				
<b>Liabilities</b>				
<b>Turnover and other operating incomes</b>				
<b>Gross operating profit</b>				
<b>Net operating profit</b>				
<b>Profit/loss on ordinary activities</b>				
<b>Profit/loss for the financial year</b>				

---

<sup>3</sup> The table will be produced only by the leader of the tenderer.

## Technical and Professional Capacity Criteria<sup>4</sup>

### a. Project References

Please complete a table using the format below to summarize the major project/campaigns related to this contract carried out in the course of the past 5 years<sup>5</sup> by the legal entity or entities submitting the tender.

Ref no (minimum 3 / maximum 10 in total)	Contract title						
Name of legal entity	Country	Overall contractt value (EUR)	Proportion carried out by legal entity (%)	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...	...	...	...	...	...	...	...
Brief description of contract / project					Type of services provided (indicate)		
					Public Relations		
					Website, social media		
					Advertising		
					Communication tools		
					Events		
					POS		

<sup>4</sup> Only for tenderers / members of a joint tender

<sup>5</sup> In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

*b. Project Team:*<sup>6</sup>

<b><i>Project Team Member</i></b>	<b><i>Name</i></b>	<b><i>Level of university qualifications</i></b>	<b><i>Years of experience</i></b>	<b><i>Short description of the relevant experience required for the specific profile</i></b>	<b><i>Language skills</i></b>	<b><i>Full-time/ part-time on the project</i></b>
<b>[Position Role]</b>						
.....						
.....						

---

<sup>6</sup> This table will reflect the positions and role presented in the Technical Tender.



**STATEMENT**

I, the undersigned, being the authorized signatory of the above <tenderer/member of the tenderer/ subcontractor>, hereby declare that we have examined and accept without reserve or restriction the entire content of the procurement documentation (Contract notice, Technical Specifications etc) and its annexes for the tender procedure referred to above. We propose to provide the services requested in the tender specifications on the basis of our offer.

<b>Date</b>	
<b>Full name of the authorized representative</b>	
<b>Signature and stamp</b>	

### ANNEX III – Declaration of Honor

---

The undersigned:

Representing

Role <Tenderer><leader><member>

Legal name

Legal address

VAT registration

Registration No

I. SITUATIONS OF EXCLUSION CONCERNING THE PERSON		
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No
it has been established by a final judgment that the person is guilty of any of the following:		
<i>(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;</i>		
<i>(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;</i>		
<i>(iii) participation in a criminal organization, as defined in Article 2 of Council Framework Decision 2008/841/JHA;</i>		
<i>(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;</i>		
<i>(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;</i>		
<i>(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;</i>		

II. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY
(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regards to the above-mentioned legal person (this covers the

company directors, members of the management or supervisory bodies and cases where one natural person holds a majority of shares) is in one of the following situations :		
	YES	NO
<i>Situations above</i>		

<b>III. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY</b>		
(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:		
	YES	NO
<i>Situation above</i>		

<b>IV. SITUATIONS OF EXCLUSION CONCERNING THE PERSON</b>		
(1) declares whether the above-mentioned person is in one of the following situations or not:	Yes	No
(a) in a conflict of interest which may adversely affect the performance of the contract, in accordance with the provisions of Article 110 1c of Reg. 966/2012.		
(b) it has been found guilty for:		
<i>(i) has demonstrated a serious or recurrent defect in the execution of an essential claim under a prior agreement resulting in its early termination, indemnities or other similar sanctions entering into agreement with other persons with the aim of distorting competition;</i>  <i>(ii) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfillment of selection criteria or in the performance of a contract;</i>  <i>(iii) has been found guilty of serious misrepresentation in providing the information needed to ascertain the absence of exclusion grounds or to fulfill the selection criteria, he has concealed this information or is unable to provide the necessary supporting documents;</i>  <i>....(iv) has attempted to unduly influence the decision-making process of the contracting authority, to obtain confidential information which may give it an unfair advantage in the award procedure or to negligently provide misleading information which may substantially affect the contracting authority for its exclusion, selection or assignment,</i>		

<b>V. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY</b>		
(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regards to the above-mentioned legal person (this covers the company directors, members of the management or supervisory bodies and cases where one natural person holds a majority of shares) is in one of the following situations :		

	YES	NO
<i>Situation (a) above</i>		
<i>Situation (b) above</i>		

### III. SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION MAKING OR CONTROL OVER THE LEGAL ENTITY

(3) declares whether a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not:

	YES	NO
<i>Situation (a) above</i>		
<i>Situation (b) above</i>		

### REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it should indicate the measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. They may include e.g. technical, organizational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which appropriately illustrates the remedial measures taken should be provided in annex to this declaration.

### EVIDENCE UPON REQUEST

Upon request and within a time limit requested by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself:

For situations described above a production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

The signatory fully understands that failure to supply the requested information shall lead to exclusion from award of the given contract.

The documents must have been issued three (3) months before the day of their request by the contracting authority and must still be valid at that date.

**Date**

**Full name of the authorized representative**

**Signature and stamp**

## **ANNEX IV – Supporting certificates of Contractor**

---

### **LIST OF CONTRACTOR’S CERTIFICATES**

1. Extract from the “judicial record” or, failing that, of an equivalent document issued by a competent judicial or administrative authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.e, paragraph 2.2.3.1(a), (b), (c), (d), (e) and (f) of Tender Specifications have been met.
2. An original Certificate issued by a competent administrative or judicial authority in accordance with the legal provisions of the country where the Contractor is established, showing that the participation requirements of article 2.2.3, paragraph 2.2.3.2. (a) of Tender Specifications have been met.
3. An original Certificate(s) issued by a competent authority of the country where the Contractor is established, showing that the participation requirements of article 2.2.3, paragraph 2.2.3.2. (b) of Tender Specifications have been met.

Where the country in question does not issue the above certificates, they may be replaced by a declaration on oath by the Contractor or, in countries where there is no provision for declarations on oath, by a solemn declaration made by the Contractor before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the Contractor is established.

#### **Note:**

The documents referred to in paragraphs 1-3 above, could be accepted provided that they meet cumulatively the following:

- Are original or certified copies
- Are issued within six months prior the signing the contract.

## ANNEX V –Economic Tender

---

### Economic Tender

To:

**<name of Contracting Authority>**

Subject: **<Tender procedure title>**

Tender procedure no.:

Closing date for the submission of tenders:

4. After examining the terms of the Tender Specifications and after developing a full understanding of the contract scope, we the undersigned undertake to commence, execute and complete the scope of the contract, in accordance with the Tender Specifications and our Technical Offer, for the total amount of EURO .....(in full ..... and .....EURO), plus VAT.
5. The total amount of the offer is analysed in the attached Economic Tables.
6. Should our offer be accepted, we undertake to deposit a Performance Guarantee for the amount and in the format specified in the Tender Specifications, and to commence the execution of the Contract within the time limits provided for in the conditions and to complete them within the time limits stated in the Tender Documents our Offer and the Service Agreement.
7. We agree that our present Offer shall be valid for a period of time equal to that stated in paragraph 2.4.5 the Tender Specifications, that it shall bind us and that it may be accepted at any time prior to the expiry of the said period.

Name / Title / Signature / Stamp

Table 1 – Total Budget																
	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
<b>Total</b>																
VAT																
<b>Total with VAT</b>																

Table 2 – Budget per WP																
WP	Year 1				Year 2				Year 3				Total			
	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total	Direct cost	Fees	Other costs	Total
WP 1																
.....																
WP n																
<b>Total</b>																
VAT																

Total with VAT																
----------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--



## ANNEX VI – Letters of Guarantee

---

### VI a - Specimen of Tender Guarantee

#### Tender Guarantee

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of <Address of the Contracting Authority> referred to below as the “Contracting Authority”

<Date>

Title of contract: < Title of contract>

Identification number: <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of EURO 2.000 (two thousands), this amount representing the guarantee referred to in article 2.2.2.1 of the Tender Specifications.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfill all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 30 days of the expiry of the tender validity period, in accordance with Article 2.4.5 of the Tender Specifications [and in any case at the latest on six (6) months after the deadline for submission of tenders)]<sup>7</sup>.

The law applicable to this guarantee shall be that of Greece. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Greece.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: ..... Position: .....

Signature: .....

Date:

---

<sup>7</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

VI b – Specimen of Performance Guarantee

**PERFORMANCE GUARANTEE**

**Expiry date -----**

To

-----  
(hereinafter referred to as "the Contracting Authority")

Dear Sirs,

**Guarantee no -----**

**Contract no -----**

We have been informed that you have entered into a contract with -----  
----- (hereinafter referred to as "the Contractor") for -----  
----- (hereinafter referred to as "the Contract"), with contract amount of € ----- (in words -----  
----- Euro) (hereinafter referred to as "the Contract Amount"), and that the terms of the Contract require the provision of a performance guarantee for an amount equal to ----- percent of the Contract Amount.

At the request of the Contractor, we the undersigned bank/credit institution, waiving all rights of objection and defence under the Contract, hereby, irrevocably and without any reference to and notwithstanding any objection by the Consultant, undertake to pay you without delay (and at the latest within 3 working days) any sum or sums not exceeding in total the amount of € ----- (in words -----  
----- Euro) (hereinafter referred to as "the Guaranteed Amount"), upon receipt by us of your first demand in writing stating that the Contractor has failed or refused to fulfil or has not fulfilled and/or was in breach of any of his obligations under the Contract and that you claim payment under this Guarantee. The Guaranteed Amount will be reduced by each payment made by us as a result of a claim.

2. It is understood that any change, modification, addition or amendment which may be made to the Contract, or any settlement in relation to it, shall not in any way release us from our obligations and liabilities under this guarantee, and we hereby expressly waive our right to consent to or to receive notice, of any such change, modification, addition, amendment or settlement.

3. This Guarantee shall remain in force up to and including the expiry date mentioned above and any demand from you in respect thereof must be received by us on or before that date (or, if that date is a bank holiday, up to and including the last bank working day before that date). After that date, and provided that no written demand from you has been received by us by then, this Guarantee shall be deemed to be void, whether it has been returned to us or not.

4. This Guarantee shall be governed by and construed according to the laws of the Greece and shall fall within the jurisdiction of the courts of Greece.

Sincerely,

[Bank/Credit Institution]

(signature and stamp)

{ Place stamp duties }  
here

Date: .....

## **ANNEX VII – Specimen of Service Contract**

---

Between the Parties

1. On the one hand, ....., with VAT no: ....., which is based in ....., and represented by the legal representative, ....., hereinafter referred to as the BENEFICIARY, and

2. ...., with VAT no: ....., which is based in ....., and represented by the legal representative, ....., hereinafter referred to as "Implementing Body" the following were agreed and accepted:

### **Objective**

The Beneficiary has signed/accessed to the Grant Agreement from..... **NUMBER — 101046171** - EUCOTTON (hereof AGREEMENT) with the European Research Executive Agency (REA) on the basis of  
- Regulation (EU) No. No 1144/2014 of the European Parliament and of the Council of 22 October 2014 on information provision and promotion measures for agricultural products on the internal market and in third countries and repealing Regulation (EC) 3/2008

- Commission Implementing Regulation (EU) No 2015/1829 of 23 April 2015 supplementing Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products and applied in the internal market and in third countries,

- Commission Implementing Regulation (EU) 2015/1831 of 7 October 2015 laying down rules for the implementation of Regulation (EU) No 1144/2014 of the European Parliament and of the Council on information provision and promotion measures for agricultural products and applied in the internal market and in third countries

for a total eligible budget of EUR 2 205 694.00

In accordance with the Beneficiary decision to award a service contract for the actions, the Implementing body undertakes to implement the actions with a budget as detailed in Annex to the present.

### **Obligations of the Beneficiary**

1. It is expressly agreed by the parties that for the proper implementation of the project, the Beneficiary will provide the Implementing Body on time documentation and information related to the project in accordance with the subject and requirements as they result from the AGREEMENT, as well as the provisions of the relevant Regulations

2. In the event that the Beneficiary demonstrates unjustified and beyond the commercial practice of delaying the delivery of the information, documents and other data related to the implementation of this project, it is accepted that the delay, which may arise in the delivery schedule as defined in the AGREEMENT, the Implementing body bears no responsibility.

3. If the above documents, data, information contain inaccuracies, or are false, then the Implementing Body has no responsibility if the deliverable is deficient or inefficient, and the Beneficiary must collect it as it is by paying the agreed conventional price.

4. The Beneficiary retains the exclusive right to modify the work to be carried out under all his contractual obligations to the AGREEMENT provided that such modifications are notified to the Implementing Body within at least four (4) months.

### **Obligations of the Implementing Body**

1. The Implementing Body is required to deliver the project in accordance with the requirements of the relevant Regulations, in accordance with the terms of the AGREEMENT as referred to in Article 1, its tender and the Annex to this contract.

2. In any case, Implementing Body's obligations regarding the qualitative and technical details of the project are those contained in this contract and its Annex, to its tender and to AGREEMENT and especially in accordance with its Annex A Part A and Part B and any approved amendments
3. The Implementing Body is required to maintain confidentiality of the information to be included in its knowledge during the implementation of the project.
4. The Implementing Body in its contacts on the implementation of the project will clearly indicate the name of the Beneficiary for which it acts as well as the title of the program by the European Union.
5. The Implementing Body prior to the execution of each action, shall cooperate with the Beneficiary and his authorized personnel - staff - associates in order to determine the specific quantitative and qualitative elements and will act only after Beneficiary's final approval. Final approval is the written confirmation, which must be notified within 15 days from the date of request for performance by the Implementing Body. In the event that a final approval is not delivered within the above time to the Implementing Body, the approval is automatically approved and automatically enters into force.
6. The Implementing Body is required to provide positive cooperation and accept audits under Article 17 of the AGREEMENT

#### **Ownership of results and usage rights**

The results of the project and the actions belong to the Beneficiary. The Beneficiary must provide the Implementing Body with the right to use the results for its communication activities

#### **Conflict of Interests**

The Implementing Body must take all measures to prevent the objective implementation of the action on grounds of economic interest, political or national affinity, family or emotional ties or any other identification of interests ('conflict of interest').

It shall formally notify the Beneficiary, without delay, of any situation constituting or likely to give rise to a conflict of interest and to take immediately all the necessary steps to remedy that situation.

The Beneficiary can verify that the measures taken are appropriate and may require additional measures within a specified time.

#### **Confidentiality**

During the implementation of the project and for a period of three years after its final payment, the parties have to respect the confidentiality of the data, documents or other material (in any form) that are classified as confidential at the time of their disclosure ("confidential information" ).

Confidentiality obligations no longer apply if:

- (a) the notifying party agrees to release the other party;
- (b) the information is widely disseminated without breaching the confidentiality obligation;
- (c) disclosure of confidential information is required by Union or national law.

#### **Promoting the Project**

The Implementing Body must comply with the provisions of Article 22 of the AGREEMENT

#### **Processing of personal data**

All personal data under the AGREEMENT and under this contract shall be processed by REA and the Commission in accordance with Regulation 45/2001 and in line with existing EU data protection legislation (including authorizations and disclosure requirements).

The Beneficiary must process personal data under this contract and the AGREEMENT in compliance with applicable EU and national data protection laws (including authorizations and disclosure requirements).

The Implementing Body may only provide its personnel with access to the data strictly necessary for the implementation, management and monitoring of the contract.

The Implementing Body must inform staff members whose personal data are collected and processed by REA or the Commission.

#### **Duration of the Contract**

The duration of the contract is set at three years starting from the date of signature and until the final conclusion of the AGREEMENT

#### **Fees - Financial terms**

For the realization of the project, of total budget EUR ..... [euro .....] are included direct costs EUR ..... [euro .....] and fees of EUR ..... [euro .....]. The Implementation Body's costs and fees will be paid by the completion of each action according to the

action plan and timetable and after issuance of relevant invoices. The Beneficiary, prior to the payment of the invoice, checks the relevant documents as to their compatibility with the work carried out and those provided for in the AGREEMENT.

#### **Revision of Prices**

The fee referred at the previous article shall be deemed to be stable in accordance with, and depending on, each action carried out.

#### **Force Majeure**

"Force majeure" means any situation or event which:

- prevent any Party from fulfilling its obligations under the contract
- constitutes an unforeseen, urgent and exceptional situation which is beyond the control of the parties,
- is not due to error or negligence on the part of the parties (or the third parties participating in the implementation of the project), and
- It is inevitable despite the due diligence.

The following cannot be invoked as force majeure:

- any failure to provide a service, a defect in equipment or materials or delays at their disposal, unless they arise directly from an appropriate case of force majeure, labor disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure should be formally notified to the other party without delay, indicating the nature, probable duration and foreseeable impact.

The Parties shall immediately take all necessary measures to limit any damage caused by force majeure and shall endeavor to continue to implement the action as soon as possible.

The party that is unable, through force majeure, to fulfill its obligations under the agreement is not considered to be in default.

#### **General provisions**

1. Any amendment, addition, deletion, cancellation or other alteration of a term or provision of this contract shall not be valid unless it has been expressed in writing, accepted and signed by authorized representatives of the Parties.
2. The right of termination of this contract shall be open to one of the Parties only in the event of an offense committed by another party
3. Applicable law will be Italian law, and any dispute will lie with the competent courts of the Beneficiary's registered office.

#### **Duty of Confidentiality**

The Implementing Body shall:

- a. Handle as confidential all documents, items, information, etc. contained in his knowledge and possession under this contract.
- b. Not disclose to any third party and generally will not disclose any of the aforementioned documents, data, etc. or any information arising there from.

This contract was signed in two (2) original copies.

THE PARTIES