



New York, March 25th, 2024

RE: “Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027

NOTICE TO BIDDERS 

PLEASE READ THIS IFB CAREFULLY AND VERIFY THE REQUIREMENTS IN ADVANCE. INCOMPLETE SUBMISSION WILL NOT BE ACCEPTED. ONCE A COMPLETE SUBMISSION IS RECEIVED, YOU ARE DEEMED TO HAVE UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS IFB.

SHOULD YOU HAVE ANY QUESTIONS BEFORE SUBMISSION, FEEL FREE TO CONTACT ITA NEW YORK AT THE EMAIL INDICATED BELOW.

AWARDING ENTITY

Italian Trade Agency (“ITA”) – New York Office
33 East 67th Street
New York City, NY 10065
<https://www.ice.it/en/markets/usa/new-york>
Ms. Erica Di Giovancarlo, Trade Commissioner
E-mail: newyork@ice.it
Tel (212) 980-1500

BACKGROUND

The Italian Trade Agency (ITA) is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Department for Economic Development. ITA provides support to Italian and foreign companies. ITA is headquartered in Rome and operates with a net of offices worldwide linked to Italian embassies and consulates and working closely with local authorities and businesses.

ITA provides a wide range of services among which:

- Selection of business partners;
- Bilateral trade meetings with Italian companies;
- Trade visits to Italy;
- Participation to local fairs;
- Seminars conducted by Italian advisers;

In the US, ITA is present in New York, Chicago, Los Angeles, Houston and Miami.

For more information on the Italian Trade Agency and its presence in Italy and the world, please visit our website www.ice.it (Italian/English).

The BID/CONTENT OF THE REQUESTED SERVICES:

This is an invitation for bids (“IFB”).

The Italian Trade Agency (ITA) ask you a proposal for “**Administrative Assistance Services**” ” for the period **April 15th, 2024 - April 14th, 2027.**

Please pay special attention to the parts highlighted in red color.

- **Scope of work**

The services shall include: research, analysis, interpretation of US laws and regulations to comply with them, namely in the areas of procurement and labor law and always in compliance with applicable Italian regulations (particularly Italian Procurement Code and Ministerial Decree 192/2017 as modified by the Ministerial Decree of January 17th 2024 n. 32 and D.Lgs. 36/2023 (“Nuovo codice degli appalti”); assistance in the preparation of model contracts, agreements, and any other types of documents useful for proper legal relations with authorities, entities, individuals, and enterprises operating under state and feral U.S. regulations (including support in extensive background check).

ITA Office in New York, also in its functions as the Coordinating Office of the network of ICE Offices in the USA , needs the captioned administrative assistance service for the purposes of the most congruous and best implementation of the activities planned and to be foreseen in the three-year period April 2024 - April 2027. ITA to acquire the administrative assistance service to receive the necessary assistance for: - the analysis and interpretation of U.S. laws and regulations, so as to conform to them the administrative acts of the Office , particularly in the areas of procurement and labor law, always in compliance with applicable Italian regulations (in particular the Procurement Code and Ministerial Decree. 192/2017 and its amendments); - the most appropriate drafting, as well as updating and adapting to U.S. federal, state and local regulations of contractual and pre-contractual documents and administrative acts incumbent on the Office, relating to relations with the various types of interlocutors and counterparties (individuals or companies) that standardize their actions under U.S. law;

SERVICE TIME FRAME

Start Date: April 15, 2024

End Date: April 14, 2027

1. BUDGET LIMIT

ITA is a tax-exempt organization. Due to the governing , ITA must follow strict procedural

requirements in terms of assembling this IFB and awarding contract.

The estimated budget for the requested services would not exceed US\$ 90,000.00.

Payments shall be in US dollars and be issued upon receipt of an original invoice **with number, date, P.O. number** and proof of the services. We make payment via ACH.

Any contract resulting from the awarding of this Bid is subject to spending approval by the Director General of the Italian Trade agency in Rome.

2. SUBMISSION DEADLINE & REQUIREMENTS

The **DEADLINE** for submission of Bid Offers is

⚠ April 11th, 2024, 12:00 pm (EST)

Please make sure to follow all instructions carefully to avoid disqualification.

The failure to include all the items Requested by this IFB will render your Bid Offer void.

3. THE EVALUATION PROCESS

Each bid offer will be evaluated on the lowest hourly prices as below described and will be divided in two(2) phases:

Phase I will cover the time period between April 15th, 2024, to October 14th, 2025, and shall not equal or exceed 400\$ per hour.

Phase II will cover the time period between October 15th, 2025, to April 14th, 2027, and shall not equal or exceed 430\$ per hour.

The average of the two(2) proposed rates will determine the price of the offer.

Vendors' selection criteria

Services will be assigned to the law firm licensed in New York who will submit the offer with the lowest hourly rate offer.

Vendors' general requirements

Interested firms should also be already qualified in the ITA's Vendors List. If not, they should apply to the ITA's Vendors Registration Portal at the following web link: <https://www.ice.it/en/markets/usa/new-york/vendor-registration-portal> Please pay attention to the registration instructions and to the documents to be submitted.

Professional requirements

- perfect knowledge of Italian language and Italian laws including the Italian public procurement laws and regulations, Federal USA, and New York State laws;
- experience of legal practice in USA of at least 10 years;
- being able to write memos and documents by using the appropriate legal and administrative terms in Italian and American language;
- previous similar experience with Italian Government Entities in the USA in the last three years (2021 - 2023) is requested.

IMPORTANT DISCLAIMER!

This Request for Proposal does not lead to ITA having any specific obligation regarding the continuation of the negotiation and the stipulation of a contract.

Framework Agreement/Contract and Purchasing Orders

ITA's may submit a Framework Contract to the selected law firm only if the received proposal meets all requirements needed, including Italian ministerial decree 192/2017 and Procurement Law Requirements pursuant to Art. 94 – 97 D.Lgs 36/2023.

Once stipulated, the Framework Contract will regulate the services provided, upon request, by the selected law firm to ITA for the timeframe above mentioned for an estimated contract value.

The Framework Contract will not bind ITA to request any service.

Each service will be upon request. ITA will entrust the selected law firm through single Purchasing Orders (P.O.) for each specific service requested during the duration of the Framework Contract. Each single PO will specify the services needed, as well as the time frame of the service and the related cost.

In any case the submission of a Framework Contract by ITA to the selected law firm as well as the stipulation of the contract remain subject to the approval of the budget by ITA's HQs in Rome.

4. HOURLY PRICE OFFER

The price offer must be indicated ONLY in Annex 4 (Please check instructions on page 20). Each bid offer will be evaluated on the lowest hourly price which will be calculated based on the average of the two (2) proposed rates ;

The award will take place even in the presence of a single quote, as long as it is deemed valid.

5. REQUIREMENTS FOR THE SUBMISSION OF BID OFFERS

According to Italian law and under penalty of exclusion, all parts of a Bid Offer from a law firm shall be submitted in one single closed and sealed envelope indicating on the outer surface **“CONFIDENTIAL - Do Not Open. Bid Documents: “Administrative Assistance Services” for the Italina Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027, CIG: (TBD CdS n.4/24 of 01/12/2024)**

The envelope shall clearly indicate the complete name of the sender and the complete address (telephone and email) where all subsequent notices shall be sent.

Furthermore, the envelope shall contain:

No. 2 envelopes, closed and sealed, indicating on the outer surface the following:

ENVELOPE “A”: [indicate NAME of the COMPANY] "Administrative Documentation."

This envelope **MUST** contain **ONLY**:

1. “AWARDING OF THE CONTRACT” page n. 10 from this IFB, duly signed (**Annex 1**);
2. AFFIDAVIT signed and initialed on each page (**Annex 2**);
3. INTEGRITY PACT signed and initialed on each page (**Annex 3**);
4. PHOTOSTATIC COPY of the signer’s ID (State issued driver’s license or ID or Passport).

Incorrect, incomplete or irregular contents in the envelope (“A” for documentation) can be remedied, pursuant to Legislative Decree No. 36/2023.

ENVELOPE “B” [indicate NAME of the COMPANY] “Financial/Economic Offer”.

This envelope **MUST** contain **ONLY**:

1.ECONOMIC OFFER (Annex 4);

The Financial/Economic Offer shall be made in accordance with the above terms. It shall be expressed clearly in numbers and letters and signed by the director or managing member of the bidder. Multiple Offers will not be considered.

NO HOURLY PRICE OFFER WILL BE ACCEPTED IF EQUAL OR GRATER THAN THE INDICATED LIMITS FOR EACH PHASE (Phase I \$400.00 Phase II \$430.00)

Please fill the Financial /Economic Offer as per Annex 4 (Page 20)



Please indicate **price information ONLY in your FINANCIAL/ECONOMIC OFFER** and not in your ADMINISTRATIVE DOCUMENTS as that will invalidate your proposal.

6. DEADLINE

The envelope containing the offers must be received by ITA, under penalty of exclusion from the tender, **no later than April 11th, 2024 at 12:00pm (EST)**.

The address where the offers must be mailed is:

ITALIAN TRADE COMMISSION - NEW YORK OFFICE

33 East 67th Street

New York City, NY, 10065 – U.S.A.

No offers shall be accepted after the deadline. Incomplete offers, even if mailed within the stated deadline, shall be excluded. An offer is deemed to be incomplete if a bidder does not accept all the terms of this IFB.

Receipt of these bid documents does not imply satisfaction of the bidding requirements.

7. WINNER (BID AWARDED AGENCY) - CONTRACT

The winning company shall have the task of providing the Services described in this IFB.

ITA and the bid awarded Company shall enter a Contract based on the hourly price offered by the bid awarded Company.

Contract time frame may be extended for the period strictly necessary to ITA to finalize a new Bid for the subsequent year.

However, ITA may increase the overall budget limit amount up to 20%, if and when ITA requires additional service/goods.

8. PAYMENT TERMS

The payment shall be made no more than 30 days after the client's receipt of the invoice.

The invoice must be numerated and dated with the P.O. number on the framework contract.

Payment will be settled after completion of each single service confirmed through ACH bank transfer upon presentation of the related invoice.

9. SECURITY DEPOSIT



The winner of the bid must submit a PERFORMANCE SURETY BOND OR A LETTER OF CREDIT OR A NON-TRANSFERABLE CASHIER'S CHECK for an amount equal to 10% of the total contract value (max \$9.000.00) before signing the agreement. The expenses to obtain the performance surety bond or a letter of credit shall be the responsibility of the bidder.

10. PRIVACY - DISCLOSURE UNDER THE ARTICLES 13 OF THE EU REGULATION 679/2016

In compliance with the provisions of art. 13 and under the EU Regulation 679/2016 on the protection of personal data of physical persons, as referred in art. 4 of the aforementioned Regulation, we inform you that your personal data is collected, processed, used and disseminated solely for the institutional purposes of ITA-Agency, as required by art. 14, paragraph 20, D.L.98 / 11 converted into L.111 / 11 as replaced by art. 22 c. 6 D.L. 201/11 converted into L. 214/11 and for this purpose will be included in the Central Data Bank of ITA.

Your personal data, merged into the Central Data Bank of ITA, can be used to send proposals of participation in initiatives organized by ITA, such as fairs, workshops, seminars, training courses, etc., and used to carry out customer satisfaction and other surveys concerning the activity of ITA.

This process will take place by means of paper and / or computerized methods. The data will be communicated and disseminated to other public entities to fulfill specific legal obligations.

We also remind you that you may exercise, at any point of time, the rights referred to in articles 17 and the ones EU Regulation 679/2016. For any information it is possible to contact the handling in charge of ITA-Agency, [Via Liszt 21 00144 Rome](#) or the data control in charge at the office.

The only subject in charge of the proceeding [Chief Procurement Officer (CPO)/Responsabile Unico del Procedimento (RUP)] is **Ms. Erica Di Giovancarolo – The Italian Trade Agency - New York, Italian Trade Commissioner.**

ITA is an instrumentality of the Government of the Republic of Italy. The interpretation of all the foregoing terms and conditions shall be made by ITA in its sole discretion. Such an interpretation shall be final and binding upon all bidders.

The bidding process is governed under the Ministerial Decree 192/2017 and the Legislative Decree 36/2023 (“Codice degli Appalti”) which governs public procurements in Italy.

Notwithstanding the above, please note that ITA, as a foreign governmental entity with full diplomatic and immunity status, maintains power to irrevocably withdraw the present invitation to bid and/or therefore annul the awarding procedure for any reason and at any point in time without incurring in any liability under any circumstances. In submitting an offer to the current bid, you understand and expressly agree to waive any claim, legal action, and/or remedy based in law or equity that you may have at the time ITA decides or is forced to withdraw and therefore annul the awarding procedure.

Rules of conduct of contractors and/or staff of the contractor/concessionaire

In the execution of the contract/assignment/agreement, the trader/professional/contractor undertakes to fully respect the Code of Conduct adopted by ITA (Italian Trade Agency) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 619/23 del 27.01.2023. The Code of Conduct and Disciplinary procedures of the ITA is available on the website www.ice.it – at the section "Amministrazione Trasparente"- “Disposizioni generali”- “Atti generali”.

For any breach of obligations under the Code, if same is considered serious, ITA will have the option to terminate the contract.

Additional Applicable Rules

In addition to the applicability of this agreement and local laws, refer to also the Ministerial Decree 192/2017.

Dispute Resolution – Excusive Mediation and Arbitration

The abovementioned Agreement/Contract and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law’s provisions of such State. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first refer the dispute exclusively to a mediation under the American Arbitration Association (AAA) Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such

other period as the parties may agree in writing, such dispute shall thereafter be exclusively and finally settled under the Rules of Arbitration of the AAA by one or more arbitrators appointed in accordance with the said Rules. The venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English. In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs. This entire provision is material to this Agreement.

Confidentiality

You are invited to read the Notice on the treatment of personal data pursuant to Regulation (EU) 2016/679 ("RGPD"), available on the ICE Agency website at <https://www.ice.it/it/privacy>

Whistleblowing procedure

Pursuant to Section 54-bis, paragraph 2 of Legislative Decree 165/2001 (amended by Law no. 179/2017) "Provisions for the protection of the crime informant in the context of a public or private employment relationship", providers supplying goods or services to ICE Agency may report any "illegal conduct" of which they have become aware in the context of the contractual relationship. The reports are strictly confidential and managed through an anonymous application at: <https://ice.whistleblowing.it/#/> .

By signing you agree to the terms outlined in this document and, to the best of your knowledge, affirm that you have not retained or engaged professionally anyone who has ceased his or her employment with the Italian Trade Agency within the last three years and whom had occupied a management role in said organization or had been delegated management powers to execute contracts or other commercial transactions on behalf of the said organization.

The failure to include all the items requested by this IFB will disqualify your bid. Please be sure to follow all instructions carefully to avoid disqualification.

If you have any questions regarding this tender, please contact: Mr. Giovanni Mafodda g.mafodda@ice.it.

Cordially,

Erica Di Giovancarlo
Italian Trade Commissioner
Executive Director for the USA
(Signed in original)

To be duly signed and inserted only inside the envelope marked “A – ADMINISTRATIVE DOCUMENTATION”

Annex 1

AWARDING OF THE CONTRACT

“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.

CIG: (TBD CdS n.4/24 of 01/12/2024)

The proposed bid must include all the materials and services in accordance with the requested specifications.

The undersigned firm engages itself to perform the work in compliance with the clauses, charges, conditions, and descriptions provided in this IFB.

The contract will be awarded to the lowest hourly price offer.

I have received, read and understood all the material pertaining to the IFB for the **“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”**. CIG: (TBD CdS n.4/24 of 01/12/2024)

(Company name)

(Print & Sign name)

To be duly signed and inserted only inside the envelope marked “A - ADMINISTRATIVE DOCUMENTATION”

Annex 2

AFFIDAVIT

ITALIAN TRADE AGENCY NEW YORK OFFICE

“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.

CIG: (TBD CdS n.4/24 of 01/12/2024)

- STATE OF

COUNTY OF

I HEREBY AFFIRM THAT: I am the (title) _____ and the duly authorized representative/agent of (name of the business/company) _____ (“Bidder”) with address at _____ and that I possess the authority to render this Affidavit on behalf of myself and the Bidder for which I am acting and from which I have obtained previous authorization and approvals.

The undersigned Bidder hereby further attests and affirms that:

1. Has read, understood, and agreed upon all the accompanying documents of this Procurement, its policies and regulations (the “Procurement Regulations and Policies”);
2. Is in possession of all qualifications, licenses, permits, and approval required by federal, state or local laws and regulations in order to participate to the bid and, in case the bid is awarded, to provide

the services/sell the goods for which the bid has been offered while remaining in compliance with states laws and statutes;

3. Has obtained all corporate authorizations, approvals and ratifications to participate to this bid/procurement;

4. Is not aware of the existence of any legal or economic impediments or obstacles that can exclude the Bidder from entering into an agreement with Italian Trade Agency - ITA;

5. Did not, directly or indirectly, induce or solicit anyone else to submit a false bid/proposal; or collude, conspire, connive or agree with anyone else so that anyone else would submit a false bid, or that anyone else should refrain from bidding or withdraw their bid/proposal;

6. During one (1) year prior to the publication of this bid, the Bidder and none of its corporate executive officers has resigned or been laid off and to the best of its knowledge none has being criminally charged and sentenced under American or European laws and regulations (including but not limited to Section 45 of CE Directive 2004/18).

7. The Bidder has been authorized and/or licensed to provide insurance services in at least one state of the USA;

8. The Bidder will offer a Performance Guarantee Arrangement (or assurance letter) that would assure the Italian Trade Agency offices in the USA financial protection for performance of services under the insurance plan.

9. The Bidder and its officers are not aware of any criminal prosecution pending against them;

10. The Bidder and its officers are not aware of any criminal charge against them;

11. The Bidder and its officers are not aware of any Federal or State tax debt and collection thereof;

12. The Bidder is aware of the criminal consequences for providing false statements.



I further state, understand, and acknowledge that the above statements are material and important, and will be relied upon by ITA. I understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment of facts and carries civil and criminal consequences.

Sworn to and subscribed before me on this _____ day of _____, 2024 by affiant.

Name and Signature of Affiant

Date

Name and Signature of Notary Public

To be duly signed and inserted only inside the envelope marked “A - ADMINISTRATIVE DOCUMENTATION”

ANNEX 3

INTEGRITY PACT

“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.

CIG : (TBD CdS n.4/24 of 01/12/2024)

By the COMPANY _____, an entity duly registered under the laws of the state of _____ with registered office at (address) _____, (contact person), (hereinafter referred to as the “Company”).

to:

The ITALIAN TRADE AGENCY for the promotion and internationalization of Italian businesses abroad with registered office located 33 East 67th Street, New York, NY (hereinafter referred to as the “ITA”);

ITA and Company are hereinafter intended as “Parties”.

WITNESSETH:

WHEREAS, The Italian Government and each and every of its ramifications operating within or outside of the territory of the Italian Republic adhere to the principles of transparency, accountability, efficiency and preventing corruption in public contracting.

WHEREAS, the ITA, a branch of the Italian Government established and operating on the US soil, is committed to guarantee integrity and transparency and establish efficient relationships with suppliers of goods and services so that neither side will pay, offer, demand or accept bribes, collude

with any competitors to obtain a preferred or fast track to contract adjudication; and commit abuses during performance of bidding procedures and public contracting;

WHEREAS, the Italian Republic introduced the Decree of the President of the Republic No. 62 of 16 April 2013 (the “DPR”) which establishes the “The Code of Conduct of Civil Servants”; and ITA’s Resolution No. 619/23 del 27.01.2023 that adopted the Code of Conduct of Civil Servants” (the “Codes”) establishing the duties of care, loyalty, impartiality, and good moral conduct of civil servants employed by the Italian government;

WHEREAS, Parties agree to adhere and comply with Title 18 of the United States Code Section 201, “Bribery of Public Official and Witnesses” prohibiting bribery of a governmental official (the “Title 18”); the Foreign Corrupt Practices Act of 1977 (the “FCPA”) (15 U.S.C. § 78dd-1) prohibiting foreign trade practices by issuers; and the Securities Exchange Act of 1934 requiring transparency in accounting practices (the “SEA”);

WHEREAS, ITA complies with the DPR, and Codes and committed to insure assistance in the compliance and application of Title 18, FCPA and SEA to its suppliers and/or bidders of goods and services (the “Statutes”);

WHEREAS, Both Parties are committed to preventing corruption in public contracting through the present Integrity Pact (IP) while avoiding practices aimed to influence the bidding and/or awarding procedure in public contracting;

WHEREAS, This Pact, duly signed, is produced, under penalty of exclusion, as an integral part of the award procedures and becomes binding during and after an award procedure for the Company, its employees, agents, directors and/or representatives.

WHEREAS, ITA, in the process of globalizing Italian businesses, and the Company agreed on methods of respective obligations, duties and applicable sanctions for violations of the present IP and intend to memorialize these terms in this written document.

NOW, THEREFORE, in consideration of the covenants, terms, and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Preamble

1The preambles and Exhibits are integral part of this IP, are not separable, and have full legal significance.

Integrity, loyalty, transparency and fairness duties

2.1 Parties shall insure a transparent and fair environment for the Bid procedure of this IP.

2.2 Parties shall avoid offering, accepting, and/or requesting any sum of money either large or small, or any other reward, favor, benefit, whether directly or indirectly or through intermediaries, for the purpose of securing a bid or an award and/or for the purpose of distorting the proper performance of the awarding procedure of this Bid.

ITA's duties

3.1 ITA agrees to put in place all measures aimed to prevent corruption and ensure that none of its employees, agents, directors, and/or representatives will promise or accept any present or future benefit for which he/she is not entitled to in connection with the present Bid.

3.2 During the Bid process, ITA shall insure a fair and transparent environment.

Company's duties

4.1 The Company agrees to take all measures aimed to prevent corruption and insure that none of its employees, agents, directors, contractors, and/or representatives will promise or accept any present or future benefit for which he/she is not entitled to, in connection with the present Bid and aimed at influencing the awarding procedure.

4.2 The Company shall not enter into any undisclosed agreement aimed at restricting competitiveness or influencing the bidding process or this Bid.

4.3 The Company, its employees, agents, directors, contractors, and/or representatives, agree to comply and to ensure compliance with the statutory duties, whichever applicable, in DPR, the Codes, Title 18, FCPA and SEA (the "Statutes").

4.4 The Company shall report to the ITA any act or attempt to disrupt an award procedure, and each and every unfair and/or irregular activity occurring during the Bid or related award procedure by anyone capable of influencing the decision-making process of the awarding procedure.

Breach of the IP, Disqualification from Bid, Termination of Contract. Damages

5.1 If the Company breaches the IP before, during and after the Bid, the awarding, and execution of the public contract, ITA shall disqualify the Company from the Bid or exclude the company from the performance of the awarded contract.

5.2 If the Company breaches the present IP, the Bid and/or the public contract shall be terminated and ITA is entitled to obtain liquidated damages in the amount up to 200% of the amount of the bid, or the amount of the contract awarded, or any amount paid to the Company for the Bid.

5.3 Similarly, a violation of any statutory duty set out in the DPR, the Codes, Title 18, FCPA and SEA shall be constructed as a simultaneous breach of this IP.

5.4 Upon request, the Company shall disclose all payment transactions and related information involving an award procedure in a timely manner.

5.5 In case of breach, ITA shall exclude the Company for three (3) years from participation in any Bid or public contract awarding procedure.

5.6 If ITA breaches its IP duties, ITA shall insure that all applicable civil and criminal consequences stated in the Statutes will be applied to its employees.

Notices

6.1 All notices (including service of notice to arbitrate), consents and reports provided for in this IP shall be in writing and shall be given by the parties at the addresses set forth below or at such other address as any of the parties hereto may hereafter specify by notice given in the manner provided herein, namely:

If to ITA: newyork@ice.it (e-mail)

If to Company: _____ (e-mail)

6.2 A copy of any notice, demand, consent and report to the Parties by any party shall be delivered to the other party in like manner as provided herein for the giving of notices to such party (including delivery of appropriate copies). Such notice or other communication, together with appropriate copies, shall be in writing and shall be deemed to have been duly given if properly addressed (i) on the date of service if served personally on the party to whom notice is to be given, or (ii) on the day indicated on the delivery receipt if (a) sent via a U.S. nationally recognized overnight courier providing a receipt for delivery or (b) mailed to the party to whom notice is to be given, by first class, registered and certified mail, postage prepaid, return receipt request.

Miscellaneous

7.1 This IP represents the entire understanding of all the parties hereto, supersedes any and all other and prior agreements between the parties and declares all such prior agreements between them null and void. The terms of this IP may not be modified or amended, except in a writing signed by the party to be charged.

7.2 This IP and all matters relating to it shall be governed by the laws of the State of New York.

7.3 This IP shall terminate when the awarded contract following the Bid procedure has been fully performed.

7.4 Neither party, nor any assignee or successor in interest of such party, shall sell, assign, give, pledge, hypothecate, encumber, or otherwise transfer all or any portion of its interest in this IP

without the prior consent of the other party, which may be granted or denied in its sole and absolute discretion.

7.5 In connection with this IP, as well as with all the transactions contemplated by this IP, each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this IP, and all such transactions.

7.6 Any provision of this IP, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this IP or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any law invalidating such a provision may be waived, it is hereby waived by the Parties to the fullest extent permitted by law and this IP shall be deemed to be a valid and binding obligation enforceable against the Parties in accordance with its terms.

7.7 Nothing contained in this IP shall be construed to constitute any Party, the general partner or the agent of the other Party, other than in connection with the activities included within the limited scope of the objective of this IP.

Exclusive Mediation and Arbitration

8.1 In the event of any dispute arising out of or in connection with this IP, the Parties shall first refer the dispute to proceedings under the International Chamber of Commerce Mediation Rules. If the dispute has not been settled pursuant to the said Rules within forty-five (45) days following the filing of a request for mediation or within such other period as the parties may agree in writing, such dispute shall thereafter be finally settled under the Rules of Arbitration of the International Chamber of Commerce. At that point, all or remaining disputes between the Parties related to the interpretation or the performance of this IP shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of the Mediation and/or Arbitration shall be New York City. Language of Mediation and/or Arbitration shall be English.

8.2 In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this IP, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including actual attorney's fees' and expenses and court costs. This provision is a material term to this IP. As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual costs of any legal services actually performed in connection with the matter for which such fees are sought calculated on the basis of the usual fees charged by the

attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

Privacy

9.1 The Company agrees that its corporate data and information will be stored and published on the ITA website.

9.2 This IP may be executed in a number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this IP the day and year first above written.

DATE _____

COMPANY _____

By: _____

Title: _____

Printed name: _____

ITALIAN TRADE AGENCY

By: (signed in original)

Title: Trade Commissioner

Printed Name: Erica Di Giovancarlo

Annex 4

To be inserted only inside the envelope “B” – “Financial Bid” do not insert any other documents inside of envelope “B”.

CIG: (TBD CdS n.4/24 of 01/12/2024)

TEMPLATE FOR THE FINANCIAL/ECONOMIC OFFER

“Administrative Assistance Services” for the Italian Trade Agency Office in New York for period April 15th, 2024 - April 14th, 2027”.

ECONOMIC/HOURLY PRICE OFFER- PHASE I (NO HOURLY PRICE OFFER WILL BE ACCEPTED IF EQUAL TO OR GRATER THAN \$ 400.00)

(In number and letters)

The hourly price offer, all-inclusive for Phase I (April 15th, 2024, to October 14th, 2025)	Number: _____
	Letters: _____

ECONOMIC/HOURLY PRICE OFFER- PHASE II (NO HOURLY PRICE OFFER WILL BE ACCEPTED IF EQUAL TO OR GRATER THAN \$ 430.00)

(In number and letters)

The hourly price offer, all-inclusive for Phase II (October 15th, 2025, to April 14th, 2027)	Number: _____
	Letters: _____

Signature _____

Company name _____

Name/Print _____

Title _____

Date _____