



BEAUTY MADE IN ITALY

OPEN CALL FOR BID: RETAIL READY CAMPAIGN 2021 - CREATIVE ASSET DEVELOPMENT

AUGUST 2021

CIG: 886427899B

COAN: U203C065D1

BACKGROUND

The Italian Trade Commission is the government organization which promotes the internationalization of Italian companies, in line with the strategies of the Ministry for Foreign Affairs. ITC provides information, support, and advice to Italian and foreign companies. In addition to its Rome headquarters, ITC operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses.

ITC provides a wide range of services overseas helping Italian and foreign businesses to connect with each other:

- identification of possible business partners
- bilateral trade meetings with Italian companies
- trade delegation visits to Italy
- official participation in local fairs and exhibitions
- forums and seminars with Italian experts

In the US the network operates offices in New York, Chicago, Los Angeles, Houston and Miami.

For more information on the Italian Trade Commission and its presence in Italy and the world, please visit our website: www.italtrade.com (English), www.ice.gov.it (Italian).

BEAUTY MADE IN ITALY PROGRAM

A joint program of the Italian Trade Commission and Cosmetica Italia, Beauty Made in Italy aims to promote the excellence, awareness, and availability of Italian beauty products and brands to the US market and consumer.

This goal is realized by educating participating companies on the particularities of the US market, by hosting promotional events and initiatives, and by creating a shared, cohesive brand and message of Italian beauty to the American market.

Beauty Made in Italy serves as a launch pad for Italian brands entering the United States and is divided into three different tracks for companies based on their experience in the US market: a **Business Incubator** for companies who are not yet distributed in the US, designed to educate

early-stage companies **Brand Accelerator** to guide larger, high-potential brands with existing US distribution and, an **Italian Beauty Council** made up of beauty industry leaders and heritage brands who want to help guide the conversation and narrative on Italian beauty.

Through these divisions, the Beauty Made in Italy program provides participating Italian companies with various platforms and support to learn the unique aspects required to enter and navigate the US market.

SCOPE OF WORK

Beauty Made in Italy seeks to engage a retail branding agency with an expertise in retail consulting and specialization in brand copywriting, content creation, and product photography. Beauty Made in Italy will launch the Retail Ready Campaign 2021 to support Italian brands as they prepare to enter and grow in the US market by sponsoring the development of creative assets for participating brands, and a premium level account to a beauty-focused B2B platform for the US market.

Bidding companies should specialize in modern, professional product photography, native English language copywriting with specialty in the beauty and personal care industry, and retail consulting. Bidding companies must provide a quote/proposal for the following deliverables for:

1. **PRODUCT PHOTOGRAPHY:** 10 individual product shots and 2 group product shots per company (including art direction from companies and post-shoot editing) including 1 round of revisions with company's input and feedback
2. **COPYWRITING:** 10 individual product descriptions and one brand summary per company (including company discovery and one round of revisions)
3. **CONSULTING:** one 1-hr call per company on US market retail strategy with an on-staff, industry-respected expert (including call recap document in PDF format for each company, call report template to be provided by Beauty Made in Italy)

Number of participating companies for this proposal: 24 COMPANIES

Please include a per company cost, as ICE reserves the right to increase or decrease the scope of work by 20% based on company participation, or any other reason that ICE deems appropriate.

Expectations of Bidding Firms:

1. Bidding companies should be an experienced branding/marketing or retail consultancy with strong background in independent or emerging beauty and fragrance brands, proven

- experience in the US retail industry and market, an on-staff beauty retail consultant with 10+ years of experience in launching brands in the US market.
2. Bidding companies must have experience in creative asset development for beauty brands, and a portfolio of work to demonstrate it.
 3. Bidding companies should have experience in working with European brands and helping them launch in the US market, and a portfolio of work to demonstrate it.
 4. Bidding company must host and record a kickoff webinar with all participating companies to introduce the project, timeframe, expectations, and next steps
 5. Awarded company must deliver a final report of engagement including:
 - a. Google Drive folder (with subfolders per each company) with all final assets including product and group photography, copywriting, and report of consulting call
 - b. Recording of kickoff webinar with all participating companies to introduce the project, timeframe, expectations, and next steps
 - c. Completed consulting call recaps in PDF format, shared with each company as follow up (template to be provided)
 - d. Spreadsheet project tracker showing each company's participation including participating in kickoff webinar, samples sent/received, discovery phone call completed, sign off on creative assets developed, final assets sent/received, one hour consulting call scheduled/completed, recap of consulting call sent/received, and final project report sent/received
 6. Flexibility in working with large institutions such as governmental agencies with various constraints, processes, and procedures.
 7. Familiarity with Italian culture, language, and business environment, including experience in working with Italian brands, businesses, and executives.

Required Deliverables:

1. Host and record a kickoff webinar with all participating companies to introduce the project, timeframe, expectations, and next steps
2. Deliver a final report of engagement including:
 - a. Google Drive folder (with subfolders per each company) with all final assets including product and group photography, copywriting, and report of consulting call
 - b. Recording of kickoff webinar with all participating companies to introduce the project, timeframe, expectations, and next steps
 - c. Completed consulting call recaps in PDF format, shared with each company as follow up (template to be provided)
 - d. Spreadsheet project tracker showing each company's participation including participating in kickoff webinar, samples sent/received, discovery phone call completed, sign off on creative assets developed, final assets sent/received, one hour consulting call scheduled/completed, recap of consulting call sent/received, and final project report sent/received

PROJECT TIMEFRAME

Project Start Date: September 1, 2021

Project End Date: January 15, 2022

BUDGET

ITA is a tax-exempt organization. Due to governing Italian laws, ITA must follow strict procedural requirements in terms of assembling this Open Call for Bids and awarding contract.

There is a maximum budget of **\$100,000 USD** (equal to Euro.84.310,00 the official exchange rate Euro/USD 1,1861 published on August 4th, 2021 by Banca d'Italia) allocated for this project.

This budget is inclusive of all fees and expenses and as well as any associated costs or expenses to achieve the aforementioned goals, or develop the required deliverables, including shipping, printing, international phone charges, technical support, technology usage, etc.

SELECTION CRITERIA

ITA has the authority to award the contract even if only one bid has been submitted, provided it is deemed valid and worth accepting. Moreover, ITA has the authority not to award the contract, if it deems it appropriate to exercise the right of self-protection and if it finds that the bids received do not comply with the technical and financial contents set forth herein.

Bidding firms will be selected based on the **lowest bid price offered.**

Please use the attached **Annex 2** to submit your bid.

Only bids that discount off the maximum price ceiling of US\$ 100,000.00 will be considered.

Please be advised that any bid that is lower than 4/5th (80%) of the max ceiling will be considered “anomalous” and will subsequently require the bidding company to explain how they are able to achieve such pricing. Multiple bids will be cause for exclusion.

SUBMISSION DEADLINE & REQUIREMENTS

The envelope containing the offers must be received by ITA, under penalty of exclusion from the tender, no later than **August 20th , 2021 at 3:00 pm (EST)**.

Bids, in English, drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated below and, under penalty of exclusion, must be received no later than **August 20th, 2021 at 3:00 pm (EST)**.

The address where the offers must be mailed to is:

Italian Trade Commission
33 East 67th Street
New York, NY 10065 – 5949

Attn: Antonino Laspina - BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT - BID DOCUMENTS **“DO NOT OPEN”**

SUBMISSION DEADLINE

Bids, in English, drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated below and, under penalty of exclusion, must be received no later than August 20th 2021 by 3:00 pm (EDT).

Bids should be delivered in a manner as to guarantee a record of the delivery date and time (FedEx, UPS, etc) or may be delivered by hand on weekdays at the following times: Monday through Friday 9:00 am – 1:00 pm and 2:00 pm– 5:00 pm

The envelopes containing the bids will be listed in a special register, showing date and delivery time.

Delivery of the envelope is at the sender's sole risk in case the envelope is received after the deadline for any reason whatsoever.

No offer 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 Call for BIDS.

Bids, under penalty of exclusion, must be received in one single, sealed envelope, which must be signed on the flap closure and bear on the outside the sender's address (legible address and telephone number and email address) and the following caption:

“CONFIDENTIAL - Do Not Open. Bid Documents: BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT - BID DOCUMENTS”

RE. 0091818/21 Identification Code of Tender: CIG: [886427899B]

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

Please submit your proposal by 3:00 pm on August 20th 2021 at the following address:

**Italian Trade Commission
33 East 67th Street
New York, NY 10065 – 5949**

PROPOSAL PROCEDURES

The bid must consist of three (3) sealed envelopes (one outer envelope which will contain two inner envelopes labeled: **A for Administrative, B for Financial**) The outer envelope can also be the courier branded packaging, as long as it sealed and signed on the flap as per the instructions to follow.

The Outer envelope or package, under penalty of exclusion, must be signed on the flap closure and bear on the outside the sender's address (legible address and telephone number and email address) and contain the following:

Two sealed envelopes, signed on the flap closures, each bearing the sender's address and, respectively, the captions: "A - Administrative Documentation " and "B – Financial Bid".

Additionally, please also write the following two items on the envelope/packages for "A - Administrative Documentation " and "B – Financial Bid":

1. Your company's name
2. **“CONFIDENTIAL - Do Not Open. Bid Documents: BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT - BID DOCUMENTS”**

RE. 0091818/21 Identification Code of Tender: CIG: [886427899B]

One Envelope marked ENVELOPE “A”: [indicate NAME of the COMPANY] "Administrative Documentation". This envelope must contain:

1. W-9
2. Annex 1 (page 11) duly signed for acceptance.

3. Annex 3 (page 13) Affidavit under New York and Italian Law (DPR 445/2000 and D.Lgs. 550/2016)
4. Annex 4 (page 16) Integrity Pact clause (refers to the Corruption of Foreign Public Officials Act, S.C. 1998, c. 34, and the United States' Criminal Code);
5. A copy of the signer's valid 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 Art. 83, Par. 9 of Legislative Decree No. 57/2017.

One marked: ENVELOPE "B": [indicate NAME of the COMPANY] "Financial Bid"

This envelope must contain:

Your "all Inclusive Financial bid" only using ANNEX 2 located on page 12 of this document.

Multiple offers will not be considered and will result in exclusion

Please indicate price information ONLY in your FINANCIAL BID and not in your ADMINISTRATIVE DOCUMENTATION as that will invalidate your bid.

EVALUATION PROCESS

The opening of envelope "A - Administrative Documentation" will take place during an online public open session on Tuesday August 23rd, 2021 at 3:00 PM, which may be attended only by one authorized representative from each bidding agency. All the bidders will receive an email - to the email address pointed out on the outer envelope - inviting them to the online public session. This public session, if necessary, may be updated to another time or to subsequent days, at the place, date and times that will be communicated to the competitors.

The ITA's Authorized Officer (henceforth AO) will open only the bids received by the deadline, according to the order they were listed in the Register and will ascertain that the envelopes contain envelope "A - Documentation", "B - Financial Bid".

The AO will then review the documentation contained in envelope "A - Documentation"; only those bidders who are in compliance with the bidding rules contained herein will continue to the next phase. The AO will put the results on record and at the end of the public session, the minutes will be taken.

Ascertainment of failure to show compliance with the requirements will disqualify companies from bidding

The AO, in an online open session, will then review and evaluate the contents of envelopes "B - Financial Bid", putting the results on record.

The bidding company with the lowest overall bid and with a discount that does not exceed 4/5th of the auction base will be declared the winning company.

Pursuant to the provisions of the ITA's bylaws and internal organizational rules, the Commissioner of ITA office in New York will formally choose the final winner.

In case of equal financial offers among two or more bidders, during the public session the ITA's officer in charge of the bid procedure will be requesting the representatives of the bidding companies attending the session whether they would like to submit a revised downward offer.

In that case the bid will be awarded to the company that will offer the lowest price.

If none of the bidding companies are represented during the public session, ITA will follow the procedure outlined in art. 77 of R.D. 827/1924, including, if necessary, a formal drawing of lots, during a new public session, in order to select the awarded bidding company among those who presented the lowest but equal best offers.

ITA will email the winning Agency, asking them to provide:

- the documentation proving compliance with the requirements established to participate in the bid, if any;
- the documentation that is necessary to enter into the contract.

PAYMENT TERMS (VERY IMPORTANT)

Italian law does not allow advance payments for public contracts. Therefore, the payment schedule must comply with the following specific criteria:

- 20% will be paid upon receipt of invoice and within 30 days from contract signing.
- 50% paid by November 30th, 2021.
- 30% paid upon the successful conclusion of the program and receipt of the requisite final report.

Further instructions regarding the invoicing will be included in our contract letter to the winning company.

It is understood that the terms of payments will not apply in case of default (and resulting penalties) during the execution of services by the winning company. In that case, the terms of payment will apply from the date on which the problem has been remedied and after ascertaining that no penalties apply.

Payment will be issued upon receipt of an original invoice. We prefer to make payment via ACH. Please note that our office is part of the official Mission of Italy to the United States and is exempt from paying tax on purchases over \$ 325.00.

Payments will be made by ITA upon submission of original invoices, made out to ITA - Italian Trade Commission – New York Office, 33 East, 67th Street, New York, NY 10065, issued by the winning service provider. Invoices will be settled by direct deposit based on the services rendered. All the necessary information to execute ACH transfers must be included in each invoice and/or communicated to ITA.

SECURITY DEPOSIT

The winner of the bid must submit a performance surety bond or a non-transferable cashier's check that amounts to 10% of the estimated amount of the bid (\$100,000.00) before signing the agreement. The expenses to obtain the performance surety bond shall be the responsibility of the bidder. This deposit is required to begin the contract and will be returned, without interest, upon the successful completion of the contract and following written request.

PRIVACY

Based on article 13, paragraph 1, of Legislative Decree 196/2003, in relation to the proceedings started for purpose of the tender, please be informed that:

- The Purpose for which the data is being collected and the modalities for their processing are limited expressly to the tender selection procedures being conducted by the principal (ITA)
- The submission of such data is deemed as due by the bidder, to the extent that, if the bidder intends to participate in the public tender, it is necessary to submit the required documentation pursuant to the laws currently in force; the consequence of a refusal will determine exclusion of the relevant bidder from the tender or forfeiture to obtain a possible award;
- The following are the individuals entitled to receive the submitted data: 1) personnel of the principal and all subjects involved in the tender proceeding, 2) those participating in the Bid if such tender takes place in public session, 3) any other subject having interest or submitting a formal request pursuant to Law 241/1990;
- The rights of the interested subject are indicated in articles from 7 to 10 of Lgs. Decree 196/2003;
- The subject collecting the data is ITA.

The only subject in charge of the proceeding is the RUP (Responsabile Unico del Procedimento) Mr. Antonino Laspina – Italian Trade Agency - New York, Italian Trade Commissioner.

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

The bidding process is governed under Art. 36, Par. 2, Lett. b of Legislative Decree 50 of April 18, 2016 (“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 Commission) with respect to the provisions of Presidential Decree 62/2013 approved by the Board of Directors by resolution no. 249 on 27 March 2015. The Code of Conduct and Disciplinary procedures of the ITA is available on the website www.ice.gov.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.

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.

If you have any questions regarding this tender, please contact:

Paul Williams,
Senior Market Analyst
Italian Trade Commission New York Office
Email to: p.williams@ice.it

Cordially,

Antonino Laspina
Italian Trade Commissioner
Executive Director for the USA
[SIGNED IN ORIGINAL]

Annex 1

To be duly signed and inserted only inside the envelope ENVELOPE marked "A - ADMINISTRATIVE DOCUMENTATION"

AWARDING OF THE CONTRACT

BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT

Identification Code of Tender: CIG: [886427899B]

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 Call for Bids

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

I have received, read and understood all the material pertaining to the Call for Bids for the

"BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT"

(Company name)

(Print & Sign name)

Annex 2

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

Identification Code of Tender: CIG: [886427899B]

BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT

Financial/Economic Bid

Please note: We will be making our selection based on the greatest discount offered. Only bids that discount off the max. ceiling of \$100,000.00 will be considered. Please be advised that any bid that is lower than 4/5th (80%) of the max ceiling will be considered “*anomalous*” and will subsequently require the bidding company to explain how they are able to achieve such pricing. Multiple bids will be cause for exclusion.

Total Event cost (less fee) _____

Total	Agency	Fee/Commission
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Overall Total (This is the only amount that will be considered for the selection process)

Signature _____

Company _____

First and last name (legible) _____

Location _____

Date _____

Personal data processing in accordance with Regulation (EU) 679/2016.

Your personal data are processed by automated means for institutional, administrative and accounting purposes. The Italian Trade Agency is the data controller. For further information regarding your personal data processing, please visit the following page on ITA website: <https://www.ice.it/en/privacy>.

Annex 3

To be duly signed and inserted only inside the ENVELOPE marked "A - ADMINISTRATIVE DOCUMENTATION"

AFFIDAVIT

Under New York Law and Italian Law (DPR 445/2000 and D. Lgs 50/2016)

BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT

Identification Code of Tender: CIG: [886427899B]

STATE OF _____)

COUNTY OF _____)

BEFORE me, the undersigned Notary _____ on this ____ (day of the month) day of _____ (month), 2021, personally appeared _____ (name of affiant), known to me to be a credible person and of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

My name is _____, born on _____, in _____, residing at _____, agent of _____ (name of the company),

- Tax ID: _____

With the company title of _____ and for the purpose of the bid this Affidavit I authorize to use of the following address at _____,

I DECLARE THAT

I have read and understood all the documents related to the bid this affidavit refers to, its policy and regulations (the PROPOSAL PROCEDURES”) and accept without any reservation each and every provision of the Proposal Procedures.

1. I am aware that because of bidding with the Italian Government, we have to abide by domestic, federal and foreign regulations and in particular I confirm that I am not aware of the existence of any legal or economic reasons that can exclude me and the company I represent from becoming General contractor and/or Subcontractor;

2. During the year preceding the publication of the bid, no corporate executive officers have resigned or being laid off/ or the following corporate executive officers have been laid off (list names, DOB, residences, citizenship, role ...) and for those individuals:

a. To the best of my knowledge they have not being criminally condemned to fraud; money laundering; corruption; conspiracy as stated under Section 45 of CE Directive 2004/18; or

b. There have been criminal judgments but they are now rehabilitated.

3. I, the affiant, am an authorized corporate officer of the bidding company or the sole owner of the bidding company/or the owners of the company are (provide list) and each one of them shall submit a similar affidavit;

4. I have subscribed a liability insurance policy that is currently in effect;

5. I am not aware of any other economic or legal impediment to deal with the Italian Government.

6. I am aware that my information and data shall be stored and used by the Italian Government and waive any privacy rights.

7. I affirm that my company _____ is a full-service experienced event production agency with a proven track record of building out and coordinating corporate events in the beauty and fashion industry.

8. I affirm that we will dedicate at least one staff member as account lead to liaise with directly.

9. I affirm that we have experienced working with large institutions such as governmental agencies.

Lastly, I authorize the use of the following facsimile number _____ for official communications.

COMPANY _____

Name/Print _____

Date _____

Title _____

Subscribed and sworn to before me on this _____ day of _____, 2021 by affiant

Signature of Notary Public

Annex 4

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

INTEGRITY PACT

Concerning the Bid for

BEAUTY MADE IN ITALY RETAIL READY CAMPAIGN / CREATIVE ASSET DEVELOPMENT

Identification Code of Tender: CIG: [886427899B]

(the “Bid ”)

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. 249 of March 27, 2015 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 ensure 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 insure 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 to restrict competitiveness or influence 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, 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 for the 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. 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: _____

Title: Trade Commissioner

Printed Name: Antonino Laspina