

Houston Office

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Houston, August 26<sup>h</sup>, 2020

CIG: 841566499F  
RUP: Antonietta Baccanari  
Co.An.: U186C089A1  
Co.Ge. 651502009  
CdcC 3CB5

**OPEN CALL FOR BID (OCB) - FOR COMMUNICATION, MARKETING AND WEB DEVELOPING SERVICES FOR THE EXTRAORDINARY ITALIAN JEWELRY PROGRAM (October 2020 – June 2021)**

PLEASE READ THIS OCB 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 OCB.

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

**AWARDING ENTITY**

The Italian Trade Agency (“ITA”) – Houston Office, 777 Post Oak Blvd. Suite 320 Houston TX 77056 – [www.ice.it](http://www.ice.it) - Ms. Antonietta Baccanari, Trade Commissioner of The Italian Trade Agency Houston Office - E-mail: [houston@ice.it](mailto:houston@ice.it) Tel (281) 888-4288 - Fax (281) 974-3100.

**BACKGROUND**

The Italian Trade Agency, also known as the Italian Trade Commission and hereinafter referred to as “ITA”, is the government entity which promotes the internationalization of Italian companies along with the policies of the Italian Ministry of Foreign Affairs and International Cooperation. ITA

provides information, support and advice to Italian and foreign companies. In addition to its Rome headquarters ITA operates worldwide from a large network of Trade Promotion Offices linked to Italian embassies and consulates and working closely with local authorities and businesses.

ITA provides a wide range of services helping Italian and foreign businesses to connect with each other, among which:

- Identification of possible business partners;
- bilateral trade meetings with Italian companies;
- Trade delegation visits to Italy;
- Official participation in local fairs and exhibitions;
- Forum 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 ITA and its presence in Italy and the world, please visit our website [www.ice.it](http://www.ice.it) (Italian/English).

## **INTRODUCTION**

*The Extraordinary Italian Jewelry* is the jewelry promotional project of the Italian Trade Agency in collaboration with Confindustria FEDERORAFI (National Federation of Gold Jewelry - Silverware - Jewelry Manufacturers). Its goal is to develop new opportunities on the US market for the Italian jewelry companies bringing awareness through different channels, including social media such as:

Twitter (<https://twitter.com/extraitajewelry>)

Instagram (<https://www.instagram.com/extraitajewelry/>)

Facebook (<https://www.facebook.com/extraitajewelry>) not yet used

A website (<https://www.teijewelry.com/>) has been set up to introduce *The Extraordinary Italian Jewelry* program which includes :

- the participation of Italian jewelry companies to trade show in US
- trade missions of US buyer to the Italian jewelry trade exhibitions
- media campaign during the Las Vegas Shows
- the collaboration with US retailers to build in-store and digital (online/TV) promotion for the Italian Jewelry Industry in the US and to support Italian companies in creating sales growth and awareness growth throughout the retailers' clientele

## 1. SCOPE OF WORK

ITA is trying to achieve a higher level of recognition of *The Extraordinary Italian Jewelry* by:

- Focusing on the quality of Italian products
- Recognizing the longevity and history of Italian Jewelry art and craftsmanship in the global industry
- Always remind the trade and consumer that Italy is known and appreciated for the most beautiful designs, and highest quality products

It is ITA's aim to run a media campaign in 2020-2021 which should provide the Italian Jewelry industry with important support and visibility of "*The Extraordinary Italian Jewelry*" program, through the development and upgrading of its virtual platform (<https://www.teijewelry.com/>). .

### Media Campaign Parameters/Overview

Timing - ITA is looking to execute a Digitally-centric media campaign to support "*The Extraordinary Italian Jewelry*" program. Starting from Fall 2020 to June 2021.

The timing of this campaign is to insure we are in market at the optimum time to support our visibility during the Holiday Season (November/December), Valentine's day, Mother's Day and Jewelry week at Las Vegas (May/June 2021) .

All media activity must run prior to June 30, 2021.

Media and Digital marketing – ITA is looking to run Digital display, Rich media, and potentially some Search and Social media to support the promotion of "*The Extraordinary Italian Jewelry*" . Additionally other local Las Vegas media can be considered (print, out of home, mobile, other) to reach the Las Vegas Jewelry week attendees. ITA would also consider additional digital or other media to continue support to the consumer during the Holiday Season .

Target Audience – The focus of "*The Extraordinary Italian Jewelry*" campaign is to reach Jewelry show attendees above all during Las Vegas week, jewelry industry decision and taste makers, retailers, manufacturers, importers, and of course consumers. . Additionally we would like to reach: International press, Bloggers / Influencers, Institutional stakeholders and consumers during the Holiday season .

Geography – Specifically looking to geographically target Las Vegas for the Jewelry week, but consider broader media as long as it is predominately focused on the U.S. Jewelry trade. (buyers, retailers, merchandisers, and some consumers).

Creativity - The creativity belongs to the broader concept of "Italian Life Style" in line with the institutional campaigns already developed by ITA in order to create the towing effect and optimize the resources. The storyboard has been developed to showcase the uniqueness, craftsmanship and beauty of the Italian Jewelry .

Media (Advertising) Budget - **\$ 150,000.00 USD**, including production costs. The advertising budget will be dedicated to the social advertising campaign, promotion of single posts ("boost"), sponsorships (banners) on industry websites and possible advertising publication.

## **2. DESCRIPTION OF REQUESTED SERVICES**

To achieve the afore mentioned objective the following services are requested

### **WEB DEVELOPING SERVICE**

- Revision and management of the website (<https://www.teijewelry.com/>) taking into consideration the creativity already developed by ITA
- Upgrading of the website implementing new sections which illustrate the Italian Jewelry industry and its history and cluster. Please refer to <http://extraordinaryitalianwine.us/> as website content structure
- Design manage and collaborate with a web designer to conceive and develop the website including a customized 3D digital platform, a new virtual catalogue that enables US retailers and buyers to discover and potentially connect with up to n.80 Italian jewelry brands
- Insert and upload materials relating to each brand, up to 80 brands, edit and enhance videos, PDFs, demos links 3D renderings and slideshows crating a unique environment for each brand enhancing their characteristics although following a common thread
- Provide specs and guidance for ITA on content coordination and managing assets
- Provide creative and technical guidance and input throughout the production period
- Research, source and retain talents (ex. Editors, creative) as needed to draft all texts of the website in English
- Production of editorial content (including articles and blog post) that will function as enrichment of the website. The editorial plan must be stretched throughout 8 months
- Website analytics and back end tracking analyze and collect data on users' traffic

## DIGITAL MARKETING ACTIVITIES

- Implement a digital marketing strategy through carefully selected on line channels, creating content
- Graphic design and content development of a digital newsletter (n. 8 issues during the project timeframe) whose recipients will be both B2B contacts (mostly provided by ITA) and through media contact of the sectors (provided by the Agency)
- Develop and manage a Social Media campaign (Facebook, Instagram, Twitter) including posting of at least 3 posts per week on each platform. The social media editorial plan will include images (provided by ITA and/or Third parties) and captions and hashtags throughout the program
- Press releases to be issued to emphasize milestones of the project such as the launch of the web platform, during the Holiday Season, on the occasion of main trade events, during the Las Vegas Jewelry week.

## MEDIA (ADVERTISING) PLAN

- Creation of communication strategy along with a detailed media plan
- Research media trade outlet: propose, negotiate, oversee and coordinate digital and possibly print partnership with media
- Social advertising campaign management to promote the uploaded Instagram Facebook and Twitter contents by inviting the community to interact with the website and its content
- All negotiations with Media vendors on behalf of the ITA.
- All negotiations with influencers/ bloggers on behalf of the ITA, to establish partnership relationships.
- Budget allocation rationale and cost efficiency scheduling and timetable
- Chronological project and campaign timeline throughout the program

## FINAL REPORT

A full detailed report of campaign activities defined above, through the use of analyses instruments commonly used in the sector. The reporting system must be completed quarterly with a vast and more detailed analysis at completion of the program, The KPI will be the ones commonly used in the industry. The final report must also include an executive summary of work and results and all clipping ad features from media relations.

Furthermore, it is understood that ITA will own all the rights for the entire project, creative concepts, and all related intellectual property .

### **3. FURTHER OBLIGATIONS OF THE AGENCY**

ITA is seeking a full-service partner. Due to the small size of Houston Office team, ITA seeks a collaborative partner to ideate and co-create for all aspects of the project production process.

In particular, the winning Agency must:

- a) Provide media and influencer outreach, partner liaising, media monitoring and reporting
- b) provide at least on dedicated staff member as account lead to which ITA will liaise directly
- c) provide a web developer with a deep knowledge of jewelry and brand awareness, able to customize the digital platform
- d) provide editor/s with a deep knowledge of Italian jewelry industry to implement the content of the web platform and of the deliverables
- e) create and provide all media content, creation for digital marketing tools including posts, Instagram stories and Instagram live
- f) be a full service experienced public relations and marketing agency and be used to help developing business between Italian and American companies
- g) have flexibility in working with large institutions such as governmental agencies with various constraints processes and procedures
- h) detect and take care of any issues that might arise during the execution of services.

Bidding firms with Italian culture, language and business environment including experience in working with Italian Jewelry SME's brands business and executives will be given preferences.

### **4. CONTRACT TIME FRAME**

Project Start Date: at the signing of the contract, not later than October 1<sup>st</sup>, 2020

Project End Date: June 30<sup>th</sup>, 2021

It is understood that dates and further details will be discussed with the bid awarding company directly. There will be no tacit renewal of this contract.

## 5. BUDGET

There is a maximum budget of \$ **170,000.00 USD** (equal to **Euro 144.194,00** at the official exchange rate published on August 26<sup>th</sup> 2020 by Banca d'Italia) for this project .

This budget is inclusive of all agency fees, web developer output, content production and other fees the bidder may incur in the fulfillment of the services as detailed in Clause 2 “Description of requested services”.

ITA will make individual contracts with each vendor and influencer/blogger indicated by the Bidder for the Media/Advertising Plan.

## 6. SELECTION CRITERIA

The Appointed Contractor will be selected by ITA – Houston Office. ITA will evaluate all bids on the basis of greatest discount offered, upon consideration of required quality of service.

Only bids that discount off the maximum price ceiling of \$170,000.00 will be considered.

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

**ITA has the authority to award the contract even if only one bid has been submitted, provided it be 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 ITA finds that the bids received do not comply with the technical and financial contents set forth herein.

## 7. SUBMISSION REQUIREMENTS

Bids, under penalty of exclusion, must be received in one single sealed outer envelope which must be signed on the flap closure and bear on the outside the sender’s address and the following caption:

**“DO NOT OPEN – Bid Documents: communication, marketing and web developing services for the Extraordinary Italian Jewelry Program (October 2020 – June 2021) CIG: 841566499F”**

The outer envelope or package under penalty of exclusion must contain the following two sealed envelopes signed on the flap closures:

- ENVELOPE “A” - marked “**ADMINISTRATIVE DOCUMENTATION**” containing the following :
  1. **Annex 1 duly signed for acceptance**
  2. **Annex 2 - Affidavit under Texas Law and Italian Law (DPR 445/200 and D.Lgs. 550/2016)**
  3. **Annex 3 - Integrity Pact Declaration** signed by legal representative of the bidding company
  4. **A copy of the signer’s valid ID** along with a photocopy of the signer’s valid ID.

Incorrect, incomplete or irregular contents in envelope (“A” for documentation) can be remedied, pursuant to Art. 83, Par. 9 of Legislative Decree No. 57/2017

- ENVELOPE “B” – marked “**ECONOMIC OFFER**”, and containing, under penalty of exclusion:
  - **Annex 4 - Economic Offer**

If any discrepancy is found between the proposal indicated in numbers and that indicated in words, the lower amount will be taken into consideration.

## **8. SUBMISSION DEADLINE**

Bids drawn up pursuant to the rules of the Call for Bids and the specifications herein, must include all the documentation indicated and must be submitted to:

ITALIAN TRADE AGENCY  
777 Post Oak Blvd., Suite 320  
Houston, TX 77056 USA  
Att: Mrs Antonietta Baccanari – Trade Commissioner

The envelope containing all the documentation must be received by ITA, under penalty of exclusion, **no later than September 15<sup>th</sup> 2020 by 5:00 pm (CT).**



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 OCB .

## 9. EVALUATION PROCESS

The opening of the Envelope A “ADMINISTRATIVE DOCUMENTATION” will take place during an open session, **on Wednesday , September 16<sup>th</sup> , 2020 at 10.00am** (CT), at the premises of the Italian Trade Agency – Houston Office. The session which may be attended only by one authorized representative from each bidding agency.

ITA will open only the bids received by the deadline according to the order they were received and will ascertain that the envelopes contain Envelope A “ADMINISTRATIVE DOCUMENTATION” and Envelope B “ECONOMIC OFFER”. ITA will review the documentation contained in Envelope A “ADMINISTRATIVE DOCUMENTATION”; only those bidders who are in compliance with the bidding rules contained herein will continue to the next phase . ITA will put the results on record 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.

ITA, in **an open session**, will then review and evaluate the content of Envelope B “ECONOMIC OFFER, putting the results on record.

The bidding company with the lowest overall bid and with a discount that does not exceed 4/5<sup>th</sup> of the auction base will be declared the winning company. The Commissioner of ITA office in Houston will formally choose the final winner.

In case of equal financial offers among two or more bidders, during the public session, ITA 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.D827/1924 including, if necessary, a formal drawing of lots during a new public session in order to select the award 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

## **10. AWARDING OF THE BID AND CONTRACT**

The winning Company shall have the task of providing the Services described in this bid announcement.

ITA and the bid awarded Agency shall enter a Contract based on the Bid price offered by the bid awarded contractor.

The exact contract dates will depend on the completion of the bidding procedures.

## **11. PAYMENT TERMS**

Italian law does not allow advance payments for public contracts.  
The ITA will provide payment according to the following schedule:

- 20% of the total amount** after signing of the contract and upon presentation of an original invoice to be paid within 30 days;
- the remaining amount shall be divided in installments** and paid as scheduled upon presentation of an original invoice, according to the progress of the program
- 25% balance**, upon the presentation of an invoice to be paid within 30 days, after the successful completion of the program and receipt of the required final report.

Payments will be made by ITA within 30 days of receipt of an invoice made out to: ITA - Italian Trade Agency – Houston Office 777 Post Oak Blvd. Suite 320 Houston TX 77056, 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.

## **12. SECURITY DEPOSIT**

The winner of the bid must submit a performance surety bond or a non-transferable cashier's that amounts to 10% of the estimated amount of the bid (\$17,000.00) before signing the agreement.

The expenses to obtain the performance surety bond shall be responsibility of the bidder.

### **13. CONTRACTUAL EFFECTIVENESS**

All rules and provisions contained herein are binding for the winning Agency from the moment the bid is submitted, whereas they are binding for the ITA only after the registration of the contract.

### **14. OBLIGATION OF CONFIDENTIALTY**

The winning Agency agrees to consider all information, concepts, ideas, procedures, methods and/or technical data that the employees will learn during the execution of the services herein as confidential and covered by the obligation of professional secrecy. In this regard, the winning Agency, together with its employees and consultants, agrees to adopt the necessary caution to protect the confidentiality of said information and/or documentation.

The winning Agency must adopt all measures that ensure the safe processing of personal data, as well as the protection of the rights of natural and legal persons.

The winning Agency will not disclose, communicate or disseminate the data acquired on account of its contractual work nor will it use said data to promote or market its own services. The only permissible use is the one provided and governed by the Call for Bids and the contractual documents.

At the same time, ITA, too, guarantees the confidentiality and secrecy of the data, information and commercial know-how contained in the documentation furnished by all bidding agencies.

### **15. PROTECTION OF PRIVACY**

Based on article 13, paragraph 1, of Lgs. Decree 196/2003, in relation to the proceeding started for purposes 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 tender 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 **Mrs. Antonietta Baccanari - ITA - Houston, Italian Trade Commissioner.**

ITA is an Italian Government organization. The interpretation of all of the foregoing terms and conditions shall be made by ITA in its sole discretion and such interpretation shall be final and binding upon all bidders.

## **16. RULES OF CONDUCT OF CONTRACTORS AND/OR STAFF OF THE CONTRACTOR**

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. 402/17 on 24 January 2017.

The Code of Conduct is available on the website [www.ice.it](http://www.ice.it) at the section “*Amministrazione Trasparente*” (Transparent Administration) – “*Disposizioni generali*” (General provisions) – “*Atti generali*” (Acts of general application) - “Code of Conduct”.

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

### **A- CONTACT PERSON**

The service supplier, when submitting a bid, agrees to designate at least one of their employees as our contact person in charge of providing the services that are the objective of the Specifications attached hereto. The contact person shall ensure the proper execution of services, acting promptly to solve any problem that may arise and answering in a timely manner to any request made by the Italian Trade Agency.

The contact person shall not change during the life of the contract, barring justified hindrances duly explained by the supplier.

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

If you have any questions regarding this tender, please send an email to: [houston@ice.it](mailto:houston@ice.it) – Ref. **CIG: 841566499F**.

Cordially,

Antonietta Baccanari  
Italian Trade Commissioner  
[Signed in original]

**ANNEX 1**

**AWARDING OF THE CONTRACT**

FOR COMMUNICATION, MARKETING AND WEB DEVELOPING SERVICES FOR THE  
EXTRAORDINARY ITALIAN JEWELRY PROGRAM

**CIG: 841566499F**

The proposed bid must include all 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 description 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 communication, marketing and web developing services for the Extraordinary Italian Jewelry Program

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(Company name)

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(Print and Sign name)

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(date )

**ANNEX 2**

**AFFIDAVIT**

**Under Texas Law and Italian Law (DPR 445/2000 and D. Lgs 50/2016)  
“OPEN CALL FOR BIDS FOR COMMUNICATIONS, MARKETING AND WEB DEVELOPING  
SERVICES FOR THE EXTRAORDINARY ITALIAN JEWELRY PROGRAM”.  
CIG: 841566499F**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE me, the undersigned Notary \_\_\_\_\_ on this \_\_\_\_ (day of the month) day of \_\_\_\_\_ (month), 2020, 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 executive officers have been laid off (list names, DOB, residences, citizenship, role, ..) and for those individuals:
  - a) To the best of my knowledge the 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 judgements, 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 experience Communication/PR Agency with a proven track record of activities in the related 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 \_\_\_\_\_, 2020 by  
affiant  
Signature of Notary Public**



### **ANNEX 3**

#### **INTEGRITY PACT**

Concerning the Bid for

#### **COMMUNICATION, MARKETING AND WEB DEVELOPING SERVICES FOR THE EXTRAORDINARY ITALIAN JEWELRY PROGRAM**

**CIG: 841566499F**

(the "Tender")

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 777 Post Oak Blvd. Suite 320 Houston TX 77056 (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 Italian governmental branches and ramifications;

**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

1 The 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 Tender 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 Tender.

#### 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 Tender.

3.2 During the Tender 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 of future benefit for which he/she is not entitled to, in connection with the present Tender 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 Tender.

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 Tender or related award procedure by anyone capable of influencing the decision making process of the awarding procedure.

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

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

5.2 If the Company breaches the present IP, the Tender 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 Tender.

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 Tender 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: [houston@ice.it](mailto:houston@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 Texas.

7.3 This IP shall terminate when the awarded contract following the Tender 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 Houston. 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: **Antonietta Baccanari**

**ANNEX 4**

**CIG: 841566499F**

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COMMUNICATION, MARKETING AND WEB DEVELOPING SERVICES FOR THE  
EXTRAORDINARY ITALIAN JEWELRY PROGRAM

**Economic offer**

(Please note that multiple price offers will render your bid invalid)

<p><b>The offered bid price cost all inclusive</b></p>	<p>In numbers: _____ In letters: _____</p>
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Signature \_\_\_\_\_

Company name \_\_\_\_\_

Name (in print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_