

PUBLIC NOTICE

OFFER OF SPONSORSHIP FOR THE ACTIVITIES ORGANISED BY THE EMBASSY OF ITALY IN NAIROBI WITHIN THE INTEGRATED PROMOTIONAL PROGRAM 2023

The EMBASSY OF ITALY IN NAIROBI

- Considering Art. 29 of Italian Presidential Decree n. 54 dated February 1, 2010 (which allows Diplomatic and Consular Missions to sign sponsorship contracts with public or private entities, enterprises, associations, foundations, citizens and in general any subject, Italian or foreign, not involved in activities in conflict with the public interest);
- Taking into account Art. 6 of the Italian Decree n.192 dated November 2, 2017 (cooperation with private entities);

INFORMS THAT

As part of the integrated promotional program for the year 2023 the Embassy of Italy in Nairobi intends to offer the opportunity to sign sponsorship contracts with the Embassy with the aim to support the organisation of the following events, as well as, of the related activities (exact dates to be confirmed):

- Celebrations of the Italian National Day "Festa della Repubblica", 2nd June 2023
- Week of the Italian Language in the World (October 2023)
- Week of the Italian Cuisine in the World (November 2023)

REQUIREMENTS FOR SPONSORHIP

Sponsorship applications may be submitted to <u>commerciale.nairobi@esteri.it</u> within 15 days before the date of the event. Any public or private entities, Italian or foreigners, may apply as long as their activities do not conflict with the public interest and there are no prejudicial conditions concerning the contractual capacity pursuant to Art. 80 Italian Law Decree n.50/2016.

The sponsorship contract may be freely negotiated between the parties, respecting the principles of impartiality and parity of treatment between proposed sponsors. The Embassy may appoint more than one sponsor for a single initiative. No sponsor may claim exclusivity.

DEFINITIONS

The organization wishing to enter into a sponsorship contract with the Embassy will be known as the "Sponsor". Sponsors can be public or private bodies, companies or other subjects, who wish to

promote their name, brand, activity, product, services or similar, through a collaboration with the Embassy.

The relationship between the Embassy and the sponsor will be governed by a contract, which will comply with applicable legislation. "Sponsorship contract" refers to a bilateral contract in which the Embassy provides the sponsor with a platform during events to publicise the sponsor's business name, logo, brand or product, in return for payment or provision of a good or service by the sponsor.

"Sponsorship" refers to any contribution in the form of funds, goods, services, provisions or interventions made by the sponsor for promotional purposes.

METHOD OF SPONSORSHIP

Sponsorship can be financial (in the form of provision of funds) or technical (in the form of provision of goods or services) or a combination of the two. The sponsor will cover the cost of taxes, duties, fees, insurance or any other payment required by law or regulations that is incurred in executing the contract.

CONDITION OF SELECTION

The purpose of this notice is to invite proposals from potential sponsors. It is not a call for tender. It does not oblige the Embassy to enter into a contract or bind the Embassy in any other way. Any proposals submitted will not be ranked, attributed a score or classified by merit in any other way. If the Embassy receives a proposal that it wishes to consider, it will contact the person or company submitting the proposal.

Sponsorship proposals will be assessed by the Embassy for economy, effectiveness, timeliness and appropriateness, as per the regulations in force, in a procedure based on legal, non-discriminatory, transparent and sound administration practices and taking into account environmental protection and energy efficiency.

The Embassy reserves the right to decline proposals that, due to the nature of the sponsorship and/or the activity of the sponsor, are deemed incompatible with the Embassy's function, or that risk creating conflicts of interest, or that risk compromising the Embassy's image or activities, or that do not comply with Italian law.

TYPE OF SPONSORSHIP (funds, goods or services)

A) "PLATINUM SPONSOR": 5.000 Euro (five thousand) or equivalent in Kenyan Shilling:

- Insert the Sponsor's logo in the events' advertising materials guaranteeing high visibility;
- Promote the Sponsor's participation on the Embassy's website page dedicated to the events guaranteeing high visibility;
- Display of Sponsor's roll-up during the events;
- N.5 invitations (approved in advance by the Embassy).

B) "GOLDEN SPONSOR": 3.000 Euro (three thousand) or equivalent in Kenyan Shilling:

- Insert the Sponsor's logo in the events' advertising materials guaranteeing appropriate visibility;

- Promote the Sponsor's participation on the Embassy's website page dedicated to the events guaranteeing appropriate visibility;
- Display of Sponsor's roll-up during the events;
- N.3 invitations (approved in advance by the Embassy).
- C) "SILVER SPONSOR": 1.000 Euro (one thousand) or equivalent in Kenyan Shilling:
 - Insert the Sponsor's logo in the events' advertising materials;
 - Display of Sponsor's roll-up during the events;
 - N.2 invitations (approved in advance by the Embassy).
- D) "BRONZE SPONSOR": 500 Euro (Five hundred) or equivalent in Kenyan Shilling:
 - Insert the Sponsor's logo in the events' advertising materials.

SPONSORSHIP CONTRACT

The sponsorship contract is signed between the Sponsor and the Embassy. In no case can any other subject replace the Sponsor in the contract signed between the Sponsor and the Embassy, unless there is a written authorization from the Embassy itself. If for any reason not dependent on the Embassy, the event(s) were not to take place, the Parties will decide by mutual agreement on modalities for reimbursement of funds already disbursed to the Embassy.

The following is mandatory: inclusion of the reference to Art. 6 of the Decree dated November 2, 217, n. 192 (cooperation with private entities), whose paragraph 2 states that a specific clause must be included in sponsorship contracts allowing the Embassy to recede from it for foreign policy related motivations, upon a simple request, without conditions or limitations, at no charge with the exception of the interested party's right to a return of funds previously advanced, and in excess of funds already spent for any completed actions. Should the contracting part y not accept the inclusion of such clause, the sponsorship contract cannot be concluded.

Nairobi, 20 April 2023

Ambassador of Italy