



Ambasciata d'Italia  
Baghdad

Prot:  
Baghdad,

## PUBLIC NOTICE FOR SPONSORSHIP PROPOSALS

The Head of Mission, Ambassador Maurizio Greganti,

CONSIDERING Art. 43, Law No. 449 dated 27 December 1997, which identifies the general principles to be followed by the Public Administration on sponsorship contracts;

CONSIDERING the Decree of the President of the Republic No. 54 dated 1 February 2010, laying down rules on the management and financial autonomy of the diplomatic missions and consular offices of the category of the Ministry of Foreign Affairs and International Cooperation, which in Art. 29 provides that offices abroad may stipulate sponsorship contracts with public or private entities, companies, associations, foundations, citizens and in general with any subject, Italian or foreign, that does not carry out activities in conflict with the public interest, provided such contracts exclude forms of conflict of interest between public and private activity;

CONSIDERING Art. 6, Ministerial Decree No. 192, dated 2 November 2017;

### DECLARES

that, by means of this public notice, the Embassy of Italy in Baghdad intends to offer interested parties the opportunity to enter into sponsorship contracts with this Embassy, which will have as their object the implementation of activities related to the 2024 Republic Day celebrations and of events of the integrated promotion programme that envisages the organization of cultural, literary, musical, artistic and cinematographic events during the course of 2024 in Iraq by the Embassy of Italy.

#### **Article 1 - Characteristics and essential elements of sponsorship proposals**

Applications may include sponsorships of a financial nature (in the form of monetary disbursement) and of a technical nature (direct provision of services or supply of goods); it will be possible to submit applications that include both forms (partly financial and partly technical).

#### **Article 2 - Elements of the sponsorship agreement**

Sponsorships are aimed at making available resources for the conduct of the aforementioned activities. The Embassy of Italy in Baghdad will allow the presence of more sponsors.

The various initiatives will be promoted and enhanced on the Embassy's website, Twitter and Facebook profiles, and through additional communications targeting the media and Iraqi companies relevant to each event or cluster of events.

In view of the planning of events and clusters of events of integrated promotion in Iraq in 2024, the Embassy will allow the sponsors (according to the terms and conditions set out in Section 4 of this notice) to enhance their brand, image and activities in the context of the activities planned for each event or review of events scheduled.

Relationships between the Embassy of Italy in Baghdad and the sponsors shall be governed by separate contracts stipulated in accordance with current Italian legislation and local customs.

### **Article 3 - Requirements of the sponsor**

The subjects to which this notice is addressed are public or private bodies, companies and other subjects that intend to promote their image through the collaboration with the Embassy of Italy in Baghdad, concurring in the realization of the specified aims.

The requirements are as follows:

- consistency with public interests and absence of links to political, trade union or religious organizations;
- absence of conflict of interest between the public and private activities of sponsorship or advertising;
- absence of prejudice or damage to the image of the Embassy in Baghdad or its initiatives;
- absence of litigation with the proposing Administration;
- non-existence of situations that are prejudicial or limiting the ability to stipulate contracts;
- non-existence of insolvency or bankruptcy proceedings.

### **Article 4 – Sponsorship modalities**

Sponsorships of a financial nature will be identified according to three categories:

- Platinum sponsors (from 5.000 Euros): the Sponsor shall be mentioned in the speech of the Ambassador during the Italian National Day and its logo shall be printed on the event invitation and on the banners; the Sponsor shall also be granted 10 individual invitations for its guests;
- Golden sponsors (from 3.000 Euros): the Sponsor's logo shall be printed on the event invitation and on the banners; the Sponsor shall also be granted 6 individual invitations for its guests;
- Silver sponsors (from 1.500 Euros): the Sponsor's logo shall be printed on the banners; the Sponsor shall also be granted 3 individual invitations for its guests.

The same benefits shall be granted in each event realized by the Italian Embassy in Baghdad in 2024.

Regarding technical sponsorships, the contracts shall include specific clauses on the elements of the agreement. The expenses related to the payment of any taxes, fees or other kinds of fees referred to in national or local laws or regulations deriving from execution of the contract shall be upon the sponsor.

The subjects selected as sponsors shall have the obligation to disburse a monetary contribution to the Embassy, or to provide services or supplies, in exchange of the corresponding benefits, as stated in this article.

## **Article 5 - Submission of sponsorship offer**

The sponsorship offer, which automatically implies the acceptance of the terms and conditions referred to in this offer, must be sent - in writing - no later than **30 April 2024** - by e-mail to the addresses [baghdad.commerciale@esteri.it](mailto:baghdad.commerciale@esteri.it) and [baghdad.amministratz@esteri.it](mailto:baghdad.amministratz@esteri.it), according to the following criteria:

- The sponsorship offer shall be in writing, according to the Annex nr. 1 to this offer, and signed by the legal representative, stating the monetary amount which the sponsor wants to offer to the Embassy according to the three abovementioned options (platinum, golden, and silver); in case of the technical sponsorship, the sponsor shall state the details of the goods or services it intends to offer.
- The sponsorship offer shall be accompanied by the "single document of requirements" certifying the non-existence of conditions detrimental or limiting the sponsor's ability to contract under Article 80 of Legislative Decree No. 50/2016, using Annex No. 2 of this notice.
- The sponsorship offer shall be accompanied by the signing of the information notice on the protection of natural persons with regard to the processing of personal data in accordance with EU Regulation 2016/679 Article 13, using Annex No. 3 of this notice.

Offers that are conditional or expressed in an indeterminate or incomplete manner (e.g., lacking a handwritten signature) shall be excluded.

## **Article 6 – Evaluation of the sponsorship offers and right to refuse**

Sponsorship offers, sent within the deadlines set out in Article 5 of this Notice, will be evaluated by the Head of the Missione, who, assisted by officials of the Embassy of Italy in Baghdad, shall verify the sponsor's requirements for the implementation of the requested service in accordance with the principles of economy, effectiveness, impartiality, equal treatment, transparency, and proportionality.

Having verified the requirements of the sponsors (referred to in Article 3 of this Notice) for the implementation of the proposed services and, on the basis of the offers received, the Embassy shall identify the parties to enter into contracts. The communication by the Embassy regarding the awarding of the sponsorship shall be followed by the signing of the contract by which the relationship between the sponsor and the Embassy will be regulated.

The sponsorship offer received shall be evaluated by the Head of Mission, who, assisted by officials of the Embassy of Italy in Baghdad, will verify the requirements of the sponsor for the realization of the services and, on the basis of the offers received, shall identify the subjects for the stipulation of contracts. The communication by the Embassy concerning the awarding of the sponsorship shall be followed by the signing of the contract regulating the relationships between the sponsor and the Embassy.

Sponsorship proposals shall not be considered binding on the Embassy for the purpose of formalizing the contract. In particular, the Embassy of Italy in Baghdad, at its sole discretion, reserves the right not to accept any offer that, due to the nature of the sponsorship or the sponsor's activity, is deemed contrary to the general principles of the Italian legal system or prohibited by law, or is deemed incompatible with the institutional role of the Embassy itself or not in accordance with Italian foreign policy guidelines.

## Article 7 – Sponsorship contract

The sponsorship contract is signed by the chosen sponsor and the Embassy of Italy in Iraq.

Under no circumstances shall third parties be allowed to take over the sponsorship contract unless authorized in writing by the Embassy.

In the event that the content of the offers and related self-certifications are found to be untrue, the party concerned shall incur the prescribed penalties, immediately forfeiting any benefits that may have been obtained on the basis of the untrue statements.

If the programming, for reasons not attributable to the Embassy, does not take place, the parties shall mutually decide on the modalities of reimbursement in case the payment to the Embassy's account has already been made. In the case of technical sponsorship, arrangements for repayment shall be considered.

Article 6 of Decree Nov. 2, 2017, no. 192 (collaboration with private parties), paragraph 2 stipulates that a specific clause shall be included in sponsorship contracts allowing termination for foreign policy reasons, upon simple request, without any conditions or limitations whatsoever, free of charge and without prejudice to the right to the return of price advances previously paid and in excess of the consideration for services already rendered and acquired. If the contractor does not agree to the inclusion of the clause, the sponsorship contract cannot be concluded.

Baghdad,

31 JAN 2024



*Maurizio Greganti*  
The Ambassador of Italy  
(Maurizio Greganti)