



Ambasciata d'Italia  
Skopje

***Public notice for selection of sponsors for the Italian National Day and other promotional events of commercial and cultural character organized by the Embassy of Italy in Skopje in the financial year 2024***

The Embassy of Italy in Skopje holds numerous cultural, promotional and informational events throughout the year to promote Italian language and culture.

The Embassy invites expressions of interest in sponsorship from public or private organizations who wish to promote their image during such events in 2024.

The purpose of the sponsorship is to provide an economic benefit to the Embassy while offering a platform for sponsors to publicize their business, logo, brand or product.

**Definitions**

1 - The Embassy of Italy in Skopje, in the capacity of legal entity responsible for the procedure of sponsorship, will assume the role of Sponsee. 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.

2 - 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 publicize the sponsor's business name, logo, brand or product, in return for payment or provision of a good or service by the sponsor.

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

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.

The purpose of the sponsorship, for the Embassy, is to achieve financial savings in organizing an event or series of events.

**Criteria**

The sponsorship contract may be freely negotiated between the parties, respecting the principles of impartiality and parity of treatment between proposed sponsors.

The sponsor must not be disqualifiable for any of the reasons described in art. 94 of Legislative Decree 36/2023.

The sponsor must hold the necessary qualifications to provide the goods or services covered by the sponsorship agreement.

The Embassy may appoint more than one sponsor for a single initiative. No sponsor may claim exclusivity.

**Conditions of selection**

The purpose of this notice is to invite proposals from potential sponsors. It does not oblige the Embassy to enter into a contract or bind the Embassy 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.

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.

### **Specific contractual clauses**

The sponsorship contract will include a clause that specifically allows the Embassy to withdraw from the contract for reasons dictated by foreign policy, upon request by the Embassy, without conditions or limitations, at no charge. In the event of such a withdrawal, the Embassy will return any advance payments made by the sponsor but will not be liable to pay for services already provided or debt incurred by the sponsor.

The Embassy will not be held liable for any exceptional circumstances or force majeure that entail the cancellation of any sponsored events.

### **1. Entity that promotes the initiative**

The Embassy of Italy in Skopje, in the capacity of legal entity responsible for the procedure of sponsorship, will assume the role of Sponsee.

### **2. Essential elements for the sponsorship proposals**

The proposals for sponsorship can be financial, in the form of financial contributions, as well as technical, in the form of providing services or goods. It is possible to submit proposals that include both forms, i.e. sponsorship that will be in part financial and in part technical.

The proposals for sponsorship will not be binding for the Sponsee in terms of formalizing a contract, until the offer will not be authorized by the Sponsee and a contract is signed.

The sponsorship will be aimed to provide resources for the organization of the Italian National Day, as well as other initiatives of promotional type, such as commercial and cultural events supported by the Embassy of Italy in Skopje.

The proposals for sponsorship must include the following elements:

- the submitted proposals will be for sponsoring the events described in point 3. In case of new initiatives and events the list can be updated;
- the applications can be of financial or technical character (provision of direct financial contribution, services or goods) and it will be possible to submit applications that include both forms of sponsorship for the same initiative.

### **3. Initiatives and events in calendar that will be subject to sponsorships in 2024**

- **Italian National Day (3 June, 2024)**, deadline for submitting proposals: no later than 20.05.2024 (12:00 hrs);
- **Week of the Italian Language (14-20 October, 2024)**, deadline for submitting proposals: no later than 30.09.2024 (12:00 hrs);
- **Week of the Italian Cuisine (11-17 November 2024)**, deadline for submitting proposals: no later than 28.10.2024 (12:00 hrs).

The list may be updated throughout the year.

#### **4. Obligations for the Sponsee and the Sponsors**

All public or private organizations who wish to promote their image through a collaboration with the Embassy of Italy in Skopje, can participate to support the realization of the specific initiative cited in the Notice and/or other initiatives of economic promotion.

The Embassy will ensure the promotion of the image and the provided services of the Sponsor, offering wide exposure and visibility of their advertising. In particular:

- the official logo/brand of the Sponsor will be included in the promotional and commercial material for the given event (such as, for example, roll-ups, advertising totems, displays, flyers, invitations, posters, posts on the official website/social media etc.);
- Sponsors will receive an adequate number of invitations to offer to their clients/contacts, that will be determined in agreement with the Embassy, provided they send a list of the participants prior to the event in order to follow all the protocol and safety measures for accessing the event;
- Sponsors, in agreement with the Embassy, will have the opportunity to screen advertising videos, make presentations and distribute illustrative material of their activities;
- throughout the ceremony and during other promotional initiatives, the Sponsors will be publicly thanked and recognized for their support;

The Sponsors will commit to provide a financial contribution to the Sponsee or services/goods in compliance with the following requirements:

- consistency with public interests;
- absence of conflict of interest between public and private services covered by the sponsorship;
- absence of conviction or risks to compromise the image of the Embassy or its initiatives;
- absence of litigation with the proposing Administration;
- non-existence of prejudicial or limitative situations to the contractual capacity of any kind. The Sponsors must also declare the non-existence of disqualification conditions to contract with the Italian Public Administration, or any other situation considered by the Italian law to be prejudicial or limitative to the contractual capacity, as well as the non-existence of impediments deriving from precautionary anti-mafia measures, bankruptcy procedures and non-belonging to political, trade union, philosophical or religious organizations.

#### **5. Selection and rights to decline a proposal**

The proposals for sponsorship will be assessed by the Head of Mission, assisted by the Heads of Office and/or other staff of the Embassy of Italy in Skopje.

Based on the received proposals, the Embassy will make a selection of organizations/entities with which it will sign a contract. The proposals for financial contribution for the realization of the cited

initiative will be taken into consideration positively in case of compliance between the sponsored public activity and the promotion of the Sponsor as indicated below:

- the minimal contribution required in order to gain the status of **"Platinum Sponsor"** will be **equal or higher than 5.000 Euro** and will guarantee visibility of the logo "Platinum Sponsor", adequate number of invitations to be offered to the Sponsor's clients/contacts, the possibility to screen advertising or institutional material, make presentations and distribute illustrative content of their activities;
- the minimal contribution required in order to gain the status of **"Gold Sponsor"** will be **equal or higher than 3.000 Euro** and will guarantee visibility of the logo "Gold Sponsor", as well as the possibility to make presentations and distribute illustrative material of the Sponsor's activities;
- the minimal contribution required in order to gain the status of **"Silver Sponsor"** will be **equal or higher than 1.000 Euro** and will guarantee visibility of the logo "Silver Sponsor".

Throughout the ceremony, all the Sponsors will receive public acknowledgment and will be thanked for their esteemed support.

The participation of one or more sponsors to the Italian Republic Day and other promotional initiatives organized by the Embassy is allowed and none of the sponsors can claim exclusivity.

In this regard, since no maximum limit is set, neither regarding the number of sponsors for the mentioned event and/or other economic-commercial promotional initiatives, nor regarding the number of titles that can be attributed to Sponsors such as "Platinum Sponsor", "Gold Sponsor" or "Silver Sponsor" cannot represent basis for litigation.

## **6. Instructions for submitting proposals**

Proposals for sponsorship that imply compliance with the terms and conditions established by this Notice, should be sent - in writing - no later than the date of the event as described in point 3, via e-mail to the address: amm.skopje@esteri.it (with the subject Proposal for sponsorship of the Italian National Day and other institutional events of economic and cultural promotion organized by the Embassy of Italy in Skopje in the financial year 2024).

The proposals, as indicated in the facsimile attached to the present Notice, should be undersigned by a legal representative in the case of legal entities and should include the following:

- details of the sponsor (private or public entity);
- total of the financial contribution or detailed description of the offered services/goods;
- written acceptance of the terms established in the Notice;
- inexistence of inadmissibility conditions to contract with the Public Administration, as well as any other conditions considered by the law to be prejudicial or binding to the contractual capacity and related to the disqualification conditions referred in art. 94 of Legislative Decree 36/2023 and subsequent amendments (for Italian entities) or referred in Article 57 of Directive 2014/24 / EU (for non-Italian entities). The sponsor's termination obligation also applies in the event that a person for whom there are grounds for termination is a member of the board

of directors, management or supervisory board or is a person who has representative or decisional power;

- inexistence of impediments deriving from anti-mafia measures or from being subjected to precautionary measures;
- inexistence of insolvency or bankruptcy procedures;
- non-belonging to organizations of political, philosophical or religious type, as well as to trade unions;
- the Sponsor commits to cover the cost of taxes, duties, fees, insurance or any other payment required by law or regulations that is incurred in executing the contract.

For further information on the initiative, please contact the Administrative Office of the Embassy at 00389 (0) 2 3236 500.

#### **7. Stipulation of the sponsorship contract**

Following the communication of assignment of the sponsorship, the relevant contract will be stipulated, which will regulate the relationships between the Sponsor and the Sponsee.

A specific clause will be included in the contract, pursuant to art. 6 paragraph 2 of the Ministerial Decree of 2 November 2017, n.192, which allows withdrawal for foreign policy reasons, upon simple request, without conditions or limitations of any kind, free of charge and without prejudice to the right to reimbursement of advance payments already paid and exceeding the amount due for services already rendered and acquired. If the contractor does not accept this clause, the sponsorship contract cannot be concluded.

#### **8. Competent Court**

The competent court for the resolution of disputes related to the selection procedure of the sponsorship service is the Court of Skopje.

#### **9. Data protection**

Pursuant to Legislative Decree 196/2008, the proponents give their consent to the processing of personal data for the exclusive purpose of administrative and accounting procedure.

The data protection officer is the Embassy of Italy in Skopje in the person of the Head of the Administration Office.

  
  
The Ambassador  
Andrea SILVESTRI

**SPONSORSHIP OFFER FOR THE ITALIAN NATIONAL DAY AND OTHER  
INSTITUTIONAL EVENTS OF PROMOTIONAL, COMMERCIAL AND  
CULTURAL CHARACTER ORGANIZED BY THE EMBASSY OF ITALY IN  
THE FINANCIAL YEAR 2024**

The undersigned ..... as legal representative of the  
company.....

commercial category .....

based in..... ZIP..... City .....

Tel.: ..... Cell ..... fax .....

E-mail :..... website .....

VAT number ..... Company Registration number .....

Short description of the Company's main

activity.....

.....

.....

.....

with reference to the PUBLIC NOTICE FOR SELECTION OF SPONSORS FOR THE ITALIAN  
REPUBLIC DAY AND OTHER INSTITUTIONAL EVENTS OF PROMOTIONAL,  
COMMERCIAL AND CULTURAL CHARACTER ORGANIZED BY THE EMBASSY OF  
ITALY IN THE FINANCIAL YEAR 2024

EXPRESSES THE AVAILABILITY TO OFFER A FINANCIAL SPONSORSHIP

FINANCIAL SPONSORSHIP AMOUNT € \_\_\_\_\_

✓ TECHNICAL SPONSORSHIP for the estimated value of € \_\_\_\_\_

The technical sponsorship will consist in

---

---

---

✓ **COMBINED SPONSORSHIP: financial sponsorship amount € \_\_\_\_\_ and technical sponsorship for the estimated value of € \_\_\_\_\_.** The technical sponsorship will consist in \_\_\_\_\_

---

---

The undersigned declares to have read the abovementioned notice and to accept all the included terms and conditions and assumes, as of now, upon acceptance of the proposal for sponsorship issued by the Embassy, all the legal responsibilities and subsequent obligations regarding the sponsorship procedure and any possible costs that may derive from the obligation to advertise the sponsorship and obtain authorizations when necessary according to the local legislation.

The undersigned also declares:

- that the Company will respect all the terms and conditions described in the notice;
- the inexistence of disqualification conditions for the Company and its owners/stakeholders to contract with the Public Administration, as well as any other conditions considered by the law to be prejudicial or binding to the contractual capacity and related to the disqualification conditions referred in art. 94 of Legislative Decree 36/2023 and subsequent amendments (for Italian entities) or referred in Article 57 of Directive 2014/24 / EU (for non-Italian entities);
- the inexistence of impediments deriving from anti-mafia measures or from being subjected to precautionary measures;
- that the Company and its legal representatives are not subject to insolvency or bankruptcy procedures;
- that the Company and its owners/stakeholders, legal representative are non-members of organizations of political, philosophical or religious type, nor of trade unions.

Place \_\_\_\_\_, date \_\_\_\_\_

\_\_\_\_\_  
[name, surname and position of the signatory]