**SPONSORSHIP OFFER FORM**

**Italian National Day 2025 celebration event**

|  |  |
| --- | --- |
| 1. **Company information** | |
| Name (both English and Chinese): |  |
| VAT number/tax number: |  |
| address: |  |
| 1. **Contact person (for matters related to the sponsorship offer)** | |
| Surname and name: |  |
| Position/title: |  |
| e-mail: |  |
| phone number: |  |
| 1. **Sponsorship** | |
| **FINANCIAL (CASH**) | **IN -KIND** |
| |  |  |  | | --- | --- | --- | | fee: |  | RMB ¥ | | |  |  |  | | --- | --- | --- | | Goods/services description |  | | | Value: |  | RMB ¥ |   As outlined in the pro-forma invoice to be attached to this form. |
| 1. **Sponsorship Offer form signed by** | |
| Surname and name: |  |
| Position/title: |  |

|  |  |
| --- | --- |
| Signee’s ID card (passport) copy |  |

THE UNDERSIGNED COMPANY,

WITH REGARDS TO

the call for sponsorship published on the official website of the Consulate General of Italy in Shanghai, concerning the selection of sponsors for the Italian National Day 2025 celebration event,

**expresses its willingness to become a sponsor of the event as per the specifications of this form**

By signing and stamping below, the Company acknowledges and fully accepts the terms and conditions set forth in the attached *sponsorship agreement*; acknowledges the contents of the attached *self-declaration form for public procurement procedures*, and assumes responsibility for what is stated therein based on the answers provided; acknowledges the contents of the attached *notice on data protection and privacy with regard to the processing of personal data*, and gives its consent to the processing of such data.

At the end of the event, upon request, a declaration attesting the sponsorship and its economic value can be issued to the sponsor by the Consulate General, in place of tax invoice.

|  |  |  |
| --- | --- | --- |
|  |  |  |

*(Place and date) (Place and date)*

|  |  |  |
| --- | --- | --- |
| *name and surname*  *position/title* |  | *Tiziana D’Angelo*  *(Consul General of Italy)* |

*(Company Stamp) (Consulate General Stamp)*

**SPONSORSHIP AGREEMENT[[1]](#footnote-1)**

**for logo exposure and social media promotion on the occasion of the institutional event celebrating the Italian National Day 2025.**

between

the Consulate General of Italy in Shanghai, (Italian) Tax Code No. 80213330584, with registered office at 19F, The Center, 989, Changle Road, Shanghai 200031, represented by Tiziana D’Angelo, Consul General of Italy (hereinafter also referred to as *Sponsee*);

and

the Company that has submitted the *sponsorship offer form* on page 1 (hereinafter referred to as *Sponsor*);

**WHEREAS**

* A regular Call for Sponsorship has been published in the Sponsee’s bulletin board and official website seeking sponsors for the event celebrating the Italian National Day 2025 in Shanghai;
* The purpose of the aforementioned Call for Sponsorship is to offer the opportunity of sponsoring agreements for the provision of advertising space to display logos and messages aimed at promoting Sponsor’s name and activities;
* This sponsorship agreement is not ancillary to a contract for works, services or supplies;

**IT IS AGREED AND STIPULATED AS FOLLOWS**

**Art. 1: Recitals**

The foregoing recitals and the acts and documents referred to therein, even if not physically attached to this agreement, form an integral and essential part hereof.

**Art. 2: Governing Law**

The relationship between the parties shall be governed by this agreement, as well as by the sponsorship offer form, by the provisions referred to in the aforementioned Call for Sponsorship and by the rules for the management of sponsorship activities (*Regolamento per la Disciplina e la Gestione delle Sponsorizzazioni*), approved by Consular Decree on 29th March 2024. Anything not provided for therein shall be governed by the Italian laws and regulations in force.

Any claim or controversy between the parties arising out of or in connection with this agreement shall be subject to the jurisdiction of the courts of Rome, Italy.

**Art. 3: Contract modifications**

Any amendment and/or refinement to the terms and conditions deemed necessary for the better performance of the service may be made at any time, by mutual consent, by simple mail exchange.

**Art. 4: Object**

Sponsorship packages are as follows:

*Bronze Sponsor (fee/value from renminbi 5,000 to renminbi 9,999)*

Sponsorship benefits:

* Exposure on the banners at the event location;

*Silver Sponsor (fee/value from renminbi 10,000 to renminbi 19,999)*

Sponsorship benefits:

* Exposure on the banners at the event location;
* Exposure on the post dedicated to the Italian National Day 2025 (post-event report of general contents), to be published on the Consulate General's official website and *WeChat* account.

*Gold Sponsor (fee/value from renminbi 20,000 to renminbi 39,999)*

Sponsorship benefits:

* Exposure on the banners at the event location;
* Exposure on the post dedicated to the Italian National Day 2025 (post-event report of general contents), to be published on the Consulate General's official website and *WeChat* account.
* Exposure on the post especially dedicated to the *Gold Sponsorship* category, including short introduction of each Sponsor, drafted in the cooperation with the Consulate General’s Press Office with materials (text, pictures etc.) provided by the Sponsor, to be published on the Consulate General's official website and *WeChat* account.

*Platinum Sponsor (renminbi 40,000 or more)*

Sponsorship benefits:

* Exposure on the banners at the event location;
* Exposure on the post dedicated to the Italian National Day 2025 (post-event report of general contents), to be published on the Consulate General's official website and *WeChat* account;
* Dedicated post for each Platinum Sponsor, to showcase the brand’s history and highlight its presence in China, drafted in the cooperation with the Consulate General’s Press Office with materials (text, pictures etc.) provided by the Sponsor, to be published on the Consulate General's official website and *WeChat* account.

The content of the advertising message and, in general, all advertising material shall require the prior consent of *Sponsee* before being reproduced.

The *Sponsee* reserves the right to refuse to display any material which, in its unquestionable judgement:

* it considers to be contrary to and detrimental to its institutional image or its initiatives;
* it considers contrary to public order;
* it believes that the display of advertising material may be in conflict with its own activity;
* does not comply with Italian foreign policy guidelines.

**Art. 5: *Sponsor*’s Obligations**

The Sponsor undertakes to:

* provide the *Sponsee* with any material containing the Sponsor's logo and promotional message. The Sponsor is solely responsible for preparing and delivering the finished product as it is intended to be published;
* submit the content of the advertising message and any material to be supplied or displayed to the prior approval by the *Sponsee*;
* comply with the instructions of the *Sponsee* when carrying out the contractual services;
* assume responsibility for damage to property or persons due to facts or acts related to the execution of this agreement, thus relieving the *Sponsee*.

The *Sponsee* shall not be considered responsible for any delay in the delivery of the material by the Sponsor, which may affect the sponsorship itself as defined in this agreement, without prejudice to the payment of the consideration or the performance of the services.

**Art. 6: *Sponsee*’s Obligations**

The *Sponsee* undertakes to provide the Sponsor with the advertising space in accordance with art. 4, provided that the agreed consideration or services have been paid/delivered.

**Art. 7: Requirements**

The *Sponsor* shall certify, by means of the attached self-declaration, that it meets all the requirements for public procurement and is not in one of the situations of exclusion referred to therein.

The Sponsor authorizes the *Sponsee* to make all necessary enquiries with the relevant authorities to verify the information provided.

**Art. 8: Sponsorship fee/in-kind consideration**

For cash sponsorship, the sponsorship fee is fixed at the value stated in the *sponsorship offer form* on page 1, and shall be paid by the *Sponsor* to the *Sponsee* within 5 (five) working days after signing the agreement, by bank transfer to the following bank account:

*Account Holder: Consulate General of Italy in Shanghai*

*Bank: Intesa Sanpaolo S.p.A. Shanghai Branch;*

*Room 5601 Floor 56th, Shanghai Tower, 501 Yin Cheng Middle Road, Shanghai Pudong PRC Zip code 200120;*

*Account No. 591 507 10061 [CNY];*

*Bic/Swift: BCITCNSH;*

*Payment reason: Sponsorship for Italian National Day 2025*

*收款人： 意大利共和国驻上海总领事馆*

*帐号：     59150710061*

*开户行： 意大利联合圣保罗银行股份有限公司上海分行*

*CNAPS大额支付系统 支付行号：732290000013*

*开户行地址：上海浦东新区银城中路501号上海中心大厦56楼5601室 邮编200120.*

If the sponsorship payment has been made and the event is not held for reasons beyond the control of the *Sponsee*, the parties will mutually agree on the method and amount of refund.

For in-kind sponsorship, the good/service to be provided is the one proposed into the *sponsorship offer form* on page 1.

Given the nature of in-kind sponsorship, the Sponsor shall provide the *Sponsee*, within 2 (two) days of signing this agreement, with a pro forma invoice, also by electronic means, certifying the value of the goods or services offered.

According to the regulations in force, a Tender reference number (CIG) is assigned to each in-kind sponsorship.

If the event is not held for reasons beyond the control of the *Sponsee*, no reimbursement shall be due to the Sponsor for any expenses incurred by the latter in the preparation of the event.

**Art. 9 Non-assignability clause**

This Agreement, in whole or in part, shall not be transferred to any other party. The non-assignability clause also applies if the Sponsor is merged with another company, if the Sponsor or any of its divisions is sold, and in other cases where the Sponsor undergoes a transformation resulting in the loss of its legal identity.

**Art. 10 Termination and withdrawal**

The *Sponsee* reserves the right to terminate the agreement at any time if:

* following the enquiries of Art. 7, the Sponsor is found not to meet the requirements or to be in one or more of the situations of exclusion listed in the attached Self-Declaration;
* the obligations of the Sponsor are not fulfilled in a timely manner or do not meet the qualitative and quantitative standards set forth in this Agreement.

Termination shall be without any compensation to the *Sponsor*.

**Art. 11: Contact**

The official in charge of the procedure is Mr. Giuliano Papi, Head of Administration Office of the Consulate General of Italy in Shanghai.

**Art. 10: Limits of liability**

The signing of this agreement is strictly limited to the sponsorship described in Art. 4 and excludes any other relationship between the Sponsor and the *Sponsee*. This sponsorship does not supplement any other existing service or supply contract with the *Sponsee.*

**Art. 11: Tax charges**

All costs, taxes and fees associated with or resulting from the sponsorship shall be borne by the *Sponsor*.

**Art. 12: Personal Data Protection**

The Sponsor and the *Sponsee* are responsible for failing to comply with the obligations imposed by Italian law regarding the protection of personal data.

The *Sponsee* guarantees the protection of the personal data provided by the Sponsor in accordance with the laws in force in Italy, as referred to in the *Notice on Data Protection and Privacy with Regard to the Processing of Personal Data*, which forms an integral part of this agreement.

By signing the *sponsorship offer form*, the Sponsor consents to the processing of the aforementioned personal data by the *Sponsee*.

**Art. 13: Election of domicile and final provisions**

The Sponsor indicates the address for service in the *sponsorship offer form* on page 1.

The *Sponsee* indicate the address for service in Shanghai, at the office located at 19F, The Center, 989, Changle Road, Shanghai 200031.

No provision of this agreement may be interpreted as an express or implied waiver of the immunities granted to the *Sponsee* by international law.

**ITALIAN NATIONAL DAY 2025- SPONSORSHIP AGREEMENT**

**SELF-DECLARATION FORM FOR PUBLIC PROCUREMENT PROCEDURE[[2]](#footnote-2)**

**Exclusion criteria/grounds:**

* **A: Grounds relating to criminal convictions.**
* **B: Grounds relating to the payment of taxes or social security contributions.**
* **C: Grounds relating to insolvency, conflicts of interests or professional misconduct.**
* **D: Other exclusion grounds that may be foreseen by the Italian legislation and analogous situations under the law of the country where the contract is to be performed.**

**Selection criteria:**

* **Global indication for all selection criteria.**

**Concluding statements.**

**Exclusion criteria/grounds:**

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Procurers or contracting authorities or contracting entities shall exclude an economic operator from participation in a procurement procedure where they have established or are aware that that economic operator has been the subject of a conviction by final judgment for one of the following reasons:

1. Participation in a criminal organization;

2. Corruption;

3. Fraud;

4. Terrorist offenses or offenses liked to terrorist activities;

5. Money laundering or terrorist financing;

6. Child labour and other forms of trafficking in human beings;

7. Any other crime resulting in the inability to contract with public authorities.

|  |  |
| --- | --- |
| **A. Grounds relating to criminal convictions** | **Answer:** |
| Has the **economic operator itself** or **any** person who is a member of its administrative, management or supervisory bodies or has powers of representation, decision or control therein been the **subject of a conviction by final judgement** for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period in contracting with public authorities set out directly in the conviction continues to be applicable? | YES  NO |
| **If yes,** please indicate[[3]](#footnote-3):  a) Date of conviction; which points 1 to 7 is concerned; reason(s) for the conviction | a) date; points; reasons; |
| b) Identify who has been convicted | b)      ; |
| c) Insofar as established directly in the conviction, length of the exclusion period | c)      . |
| In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion (*self-cleaning*)?  **If yes**, please describe here below the measures taken. | |
| State the measures taken | |

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

|  |  |
| --- | --- |
| **B. Payment of taxes or contributions** | **Answer:** |
| Has the economic operator met all **its obligations relating to the payment of taxes or social security contributions**, both in the country in which it is established and/or in Italy and/or in the country where the contract is to be carried out? | YES  NO |
| **If not**, please indicate:  a) Country concerned | ; |
| b) What is the amount concerned | ; |
| c) How has this breach of obligations been established | ; |
| d) Measures taken to remedy[[4]](#footnote-4) | . |

C: GROUNDS RELATING TO INSOLVENCY, CONFLICT OF INTEREST OR PROFESSIONAL MISCONDUCT

|  |  |
| --- | --- |
| **C. Information concerning possible insolvency, conflict of interest or professional misconduct** | **Answer:** |
| Has the economic operator, **to its knowledge**, breached **its obligations** in the fields of **environmental, social and labor law**? | YES  NO |
| Is the economic operator in one of the following situations or subject to a procedure to ascertain one of the following situations: | |
| a) **Bankrupt**,  or | YES  NO |
| b) **The** **subject of insolvency or** winding-up proceedings,  or | YES  NO |
| c) In an **arrangement with creditors**, or in any analogous situation arising from a similar procedure under national laws and regulations | YES  NO |
| d) that its assets are being administered by a liquidator or by the court,  or | YES  NO |
| e) that its business activities are suspended? | YES  NO |
| Is the economic operator guilty of **grave professional misconduct**? | YES  NO |
| **If yes**, please provide details: | |
| Details | |
| Has the economic operator entered into **agreements** with other economic operators **aimed at distorting competition**? | YES  NO |
| **If yes**, please provide details: | |
| Details | |
| Is the economic operator aware of any **conflict of interest** due to its participation in the procurement procedure? | YES  NO |
| **If yes**, please provide details: | |
| Details | |
| Has the economic operator or an undertaking related to it **advised** the procurer or contracting authority or contracting entity or otherwise **been involved in the preparation** of the procurement procedure? | YES  NO |
| **If yes**, please provide details: | |
| Details | |
| Has the economic operator experienced that a prior public contract, a prior contract with a procurer or contracting authority or contracting entity or a prior concession contract **was terminated early**, or that damages or other comparable sanctions were imposed in connection with that prior contract? | YES  NO |
| **If yes**, please provide details: | |
| Details | |
| Can the economic operator confirm that: |  |
| a) it has not been guilty of serious **misrepresentation** in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria? | YES  NO |
| b) It has not **withheld** such information? | YES  NO |
| c) It has been able, without delay, to submit the supporting documents required by a procurer or contracting authority or contracting entity? | YES  NO |
| d) It has not undertaken to unduly influence the decision making process of the procurer or the contracting authority or the contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have material influence on decisions concerning exclusion, selection or award? | YES  NO |
| If the **answer is negative** to any of the last four questions in this section C, indicate the situations that have occurred and what self-cleaning measures have been taken: | |
| State the measures taken | |

D: EXCLUSION GROUNDS PROVIDED FOR BY ITALIAN LAW AND EQUIVALENT SITUATIONS PROVIDED FOR BY THE LAW OF THE COUNTRY WHERE THE CONTRACT IS TO BE CARRIED OUT

|  |  |
| --- | --- |
| **D. Grounds for exclusion provided for by Italian law** | **Answer:** |
| Is the economic operator in one of the following situations: |  |
| are there grounds for **revocation**, **suspension** or **prohibition** laid down by Anti-Mafia law? | YES  NO |
| **Is the economic operator subject to** **infiltration by organized crime**? | YES  NO |
| Is or has the economic operator been **subject to a** **ban** on exercising its activity or to another penalty involving the prohibition of contracting with public authorities? | YES  NO |
| Is the economic operator **enrolled** in the electronic criminal record kept by the Italian National Anti-Corruption Authority for having submitted false declarations of false documentation in order to obtain an educational or professional qualification? | YES  NO |
| Has the economic operator **violated** the prohibition against nominee registration? | YES  NO |
| Does the economic operator **fail to comply** with the regulations on the right to work for people with disabilities? | YES  NO |
| Has the economic operator been victim of **extortion** and **bribery** committed by **organized crime** or by those who intended to facilitate the activities of organized crime? | YES  NO |
| If yes, specify whether the facts **have been reported to the judicial authorities** and, if not, explain why.[[5]](#footnote-5) | |
| Details | |
| Has the economic operator signed employment or self-employment contracts, and/or given assignments to **former employees** of the contracting authority or contracting entity who have ceased their employment with the latter for less than three years and who in the last three years of service with the latter have exercised authorizing or negotiating powers on behalf of the contracting authority or contracting entity towards the economic operator (*Pantouflage or Revolving Door*)? | YES  NO |

**Selection criteria:**

GLOBAL INDICATION FOR ALL SELECTION CRITERIA

|  |  |
| --- | --- |
| **Compliance with all required selection criteria** | **Answer:** |
| Does the economic operator meet all the selection criteria required in the tender documents? | YES  NO |
| **If not**, please state which requirements have not been met and why: | |
| Statement | |

**Concluding statements.**

The undersigned(s) formally declares/declare that the information stated under parts II to III above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned(s) hereby certifies/certify the absence of exclusion grounds under Part III and the possession of the requirements set out in Part IV.

The undersigned(s) formally consents/consent to the procurer or contracting authority or contracting entity, as mentioned in Part I, to carry out verifications with the relevant authorities on the truthfulness of the statements made and to gain access to documents supporting the information which has been provided for with this Self-declaration form.

The undersigned(s) accepts/accept without exclusion or exception the provisions and conditions contained in the tender or contract documentation, of which this Single Requirements Document is an integral part.

**NOTICE ON DATA PROTECTION AND PRIVACY**

**WITH REGARD TO THE PROCESSING OF PERSONAL DATA [[6]](#footnote-6)**

*Regulation (EU) 2016/679, article 13*

The processing of personal data is based on the principles of lawfulness, correctness and transparency to protect the fundamental rights and freedoms of people.

For this purpose, the following information is provided:

1. The data controller is the Ministry of Foreign Affairs and International Cooperation (MAECI) of the Italian Republic, which, in this specific case, operates through the *Consulate General of Italy in Shanghai, 19F, The Center, 989 Changle Road, Shanghai 200031, China, Telephone number +86 (0) 21 6596 5900 (switchboard), e-mail:* [*contabilita.shanghai@esteri.it*](mailto:contabilita.shanghai@esteri.it).
2. MAECI has a Personal Data Protection Officer who can be contacted at the following address in case of questions or complaints: *Ministry of Foreign Affairs and International Cooperation, Piazzale della Farnesina 1, 00135 ROME, Telephone number +39 06 36911 (switchboard), e-mail:* [*rpd@esteri.it*](mailto:rpd@esteri.it)*; certified e-mail:* [*rpd@cert.esteri.it*](mailto:rpd@cert.esteri.it).
3. Personal data are requested for the tender procedure in order to select the Economic Operator who will be entrusted with the services provided for in the contract.
4. Data provision is an obligation under Italian laws, and any refusal to provide the requested data will result in exclusion from the tender procedure or from the contract awarding.
5. Data processing will be carried out in manual or computerized mode by specially appointed staff.
6. Data will be communicated to the internal and external supervisory bodies of MAECI. By signing this Notice, the undersigned gives his or her consent to the communication of the aforementioned data also to the competent local authorities for their verification, and to the publication of the essential elements of the concluded contract on the procurer’s or contracting authority’s or contracting entity’s website in accordance with Italian laws on public contracts transparency.
7. Data will be kept for a maximum of 5 years starting from the moment in which the contractual relationship ends following the complete contract fulfillment or for other reasons, including termination for non-fulfillment. This term shall be suspended if a legal proceeding is initiated.
8. The interested parties may request access to their personal data and rectification thereof. In such cases, the interested parties must submit a specific request to the address indicated in point 1, informing the MAECI Data Protection Officer for information at the address indicated in point 2.
9. If one party believes that his or her rights have been violated, such party can file a complaint to the MAECI Data Protection Officer, or alternatively contact the *Italian Data Protection Authority, Piazza di Monte Citorio 121, 00186 Rome, Telephone number +39 06 696771 (switchboard), e-mail:* [*garante@gpdp.it*](mailto:garante@gpdp.it)*, certified e-mail:* [*protocollo@pec.gpdp.it,*](mailto:protocollo@pec.gpdp.it), or the judicial authority.

1. *By signing and stamping the sponsorship offer form, the Company acknowledges and fully accepts the terms and conditions set forth in this sponsorship agreement* [↑](#footnote-ref-1)
2. By signing and stamping the *sponsorship offer form*, the Company acknowledges the contents of this *self-declaration form for public procurement procedures* and assumes responsibility for what is stated therein based on the answers provided. [↑](#footnote-ref-2)
3. *repeating as many times as necessary.* [↑](#footnote-ref-3)
4. *Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?* [↑](#footnote-ref-4)
5. *Specify whether the failure to report is due to necessity or self-defence.* [↑](#footnote-ref-5)
6. By signing and stamping the *sponsorship offer form*, the Company acknowledges the contents of this *notice on data protection and privacy with regard to the processing of personal data*, and gives its consent to the processing of such data. [↑](#footnote-ref-6)