



Ambasciata d'Italia Al Kuwait

## **PUBLIC NOTICE FOR SPONSORSHIP**

The Embassy of Italy in Al Kuwait

**HAVING REGARD TO** Law No. 449 of 27 December 1997, and in particular Article 43, entitled “Sponsorship contracts and cooperation agreements, agreements with public or private entities, user contributions for non-essential public services, and measures to promote productivity”.

**HAVING REGARD TO** Article 29 of Presidential Decree No. 54 of 1 February 2010, which authorizes diplomatic and consular representations to enter into sponsorship contracts with public or private entities, companies, associations, foundations, citizens, and, in general, with any Italian or foreign party that does not carry out activities in conflict with the public interest;

**HAVING REGARD TO** Article 134 of Legislative Decree No. 36 of 31 March 2023, entitled “Contracts free of charge and special forms of partnership”;

**HAVING REGARD TO** Ministerial Decree No. 192 of 2 November 2017, “Regulation containing general directives to govern the procedures for selecting contractors and the execution of contracts to be carried out abroad,” and in particular Article 6, “Collaborations with Private Parties”;

**HAVING REGARD TO** Articles 120 et seq. of Law No. 689 of 24 November 1981, as amended;

**TAKING INTO ACCOUNT** that, as part of its institutional activities, the Embassy of Italy in Kuwait intends to organize, throughout the year 2026, a program of events and initiatives to promote Italy (in the cultural, economic, and scientific fields) in connection with thematic campaigns launched by the Ministry of foreign Affairs and international Cooperation, including the Italian National Day that, due to the current regional crisis and the security conditions in the country, has been postponed to the 3<sup>rd</sup> of November;

**TAKING INTO ACCOUNT** that the organisation of the Italian National Day as well as other events and initiatives for promoting Italy will be subjected to the existence of safety conditions and to the guidelines issued by local authorities;

**GIVEN** the traditional interest shown by Italian institutions and various companies in promoting their image by sponsoring institutional initiatives organized by this Office;

### **HEREBY ANNOUNCES**

its intention to offer interested parties the opportunity to enter sponsorship contracts with this Embassy for the granting of advertising space;



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## INVITES

public and/or private entities to express their interest in supporting such activities through the sponsorship of one or more of them, from today until the end of 2026. Interested parties, in their capacity as “sponsors,” will have the opportunity to promote their image, brand/logo, corporate name, or other distinctive elements through the arrangements to be agreed upon in the relevant sponsorship contract, which will be finalized under the terms described in this Sponsorship Notice (hereinafter, the “Notice”).

### Art. 1 – DEFINITIONS

1. The Embassy of Italy in Kuwait, headquartered in Jabriya, Block 9, Street 1, Villa 84, assumes the role of “**sponsoree**” as the promoting entity of the Events for the year 2026.
2. Any party intending to enter into a sponsorship agreement with the Embassy shall be referred to as the “**sponsor.**” Sponsors may include public and/or private entities, companies, and other subjects wishing to promote their name, brand, activities, and/or their products, services, and similar offerings through collaboration with the Embassy of Italy in Kuwait.
3. “**Sponsorship agreement**” means a contract with reciprocal obligations under which the party subject to the sponsorship procedure (the Embassy) offers, within the framework of the initiative, a third party (the sponsor), who undertakes to pay a specified sum of money, the opportunity to advertise its company name, logo, brand, and products in designated and pre-defined advertising spaces.
4. “**Sponsorship**” means any monetary contribution provided by third parties, free of charge, for promotional purposes, aimed at achieving image benefits. Therefore, support offers shall consist of financial sponsorships (in the form of monetary contributions). Any expenses related to the payment of taxes, duties, and contributions shall remain the responsibility of the sponsor. For the Embassy, the outcome of the sponsorship consists in achieving budget savings compared to the projected expenditure for the organization of a given event or series of events.



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## **Art. 2 – GENERAL REQUIREMENTS AND SELECTION PROCEDURES**

1. In compliance with the principles of impartiality and equal treatment among operators that have expressed interest, the sponsorship agreement may be freely negotiated between the parties, without prejudice to the need to verify that the sponsorship offer submitted by the public or private entity meets the following requirements:
  - consistency with the public interests pursued;
  - absence of any conflict of interest between the public activity and the private activity subject to the sponsorship or advertising;
  - absence of prejudice or damage to the image of the Embassy of Italy or its initiatives in the multilateral context;
  - absence of ongoing litigation with the proposing Administration;
  - absence of circumstances that may adversely affect or limit contractual capacity;
  - absence of one or more grounds for exclusion as set out in Articles 94 et seq. of Legislative Decree No. 36 of 31 March 2023.
2. This Notice is in no way binding on the Embassy and is intended solely to receive one or more sponsorship offers from potentially interested operators. It does not constitute either an invitation to offer or an offer to the public pursuant to Article 1336 of the Italian Civil Code, nor a promise to the public pursuant to Article 1989 of the Italian Civil Code. Furthermore, this Notice does not initiate any procurement procedure, nor does it give rise to rankings, scoring, or other merit-based classifications.
3. In the event that an expression of interest is deemed worthy of further consideration, the relevant parties will be contacted through a specific communication. The Embassy also reserves the right to directly seek sponsors through its own contacts (in which case the verification of requirements will be carried out through the appropriate platforms).
4. Sponsorship offers will be evaluated by the Embassy in accordance with the criteria of cost-effectiveness, efficiency, timeliness, and fairness as provided for by the applicable legislation, within a framework of legality, proper administrative conduct, non-discrimination, and transparency.
5. The Embassy reserves the right to reject any sponsorship offer in the following cases:
  - if it deems the offer inadmissible for reasons of appropriateness or incompatibility with its institutional role and diplomatic activities;



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- if it identifies in the advertising message a potential risk of prejudice or damage to its image and/or its initiatives;
- if the proposal is contrary to the principles of the Italian legal system and/or prohibited by law;
- if it considers the sponsorship offer incompatible with other expressions of interest previously submitted.

**Art. 3 – EXECUTION OF THE SPONSORSHIP AGREEMENT**

The sponsorship agreement shall be signed by the selected sponsor and the Embassy. Under no circumstances shall the subsequent substitution of another party in the sponsorship agreement concluded with the Embassy be permitted, unless expressly authorized in writing by the Embassy itself. Should the content of the offers and the related self-declarations submitted in response to this Notice be found to be untrue, the interested party shall incur the applicable criminal penalties and shall immediately forfeit any benefit obtained.

**Specific contractual clauses:** Pursuant to Article 6, paragraph 2, of Ministerial Decree No. 192 of 2 November 2017, the sponsorship agreement shall include a specific clause allowing for *“withdrawal for reasons of foreign policy, upon simple request, without any conditions or limitations, free of charge and without prejudice to the right to reimbursement of any advance payments made in excess of the consideration for services already rendered and acquired. The Embassy shall bear no liability where exceptional circumstances and/or force majeure, or causes not attributable to it, prevent the realization of the events covered by the sponsorship agreement.”*

If the contracting party does not accept the inclusion of this clause, the sponsorship agreement cannot be concluded.

**Art. 4 – DEADLINES AND PROCEDURES FOR SUBMISSION OF SPONSORSHIP OFFERS**

Parties interested in being contacted are invited to submit an expression of interest to the following email address: [amministrazione.alkuwait@esteri.it](mailto:amministrazione.alkuwait@esteri.it) (please enable the read receipt request in order to ensure that it has been received by the Embassy). The subject line must read: “EXPRESSION OF INTEREST FOR SPONSORSHIP”.

The application must include, under penalty of exclusion, the following elements as set out in Annexes No. 1 and No. 2:



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- a) a self-declaration, including: the name, legal and tax details of the company/proposing entity; personal and tax details, as well as the position held by the legal representative and/or any signatory of the proposal;
- b) a brief description of the activities of the proposing entity, its economic size, and its marketing policies;
- c) the amount of the financial sponsorship;
- d) the subject of the sponsorship and any proposals regarding specific forms of consideration relating to the communication and/or dissemination of its logo/image;
- e) the company logo in high resolution.

A copy of a valid identity document of the legal representative or of the person who signed the application (if different) must also be attached.

#### **Art. 5 – PROCESSING OF PERSONAL DATA**

Proposing parties give their consent to the processing of personal data solely for the purpose of administrative and accounting management of procedures related to the sponsorship process. Sponsorship proposals must therefore be accompanied by acknowledgment and acceptance of the privacy notice concerning the protection of natural persons with regard to the processing of personal data pursuant to Article 13 of Regulation (EU) 2016/679, as set out in **Annex No. 3** to this Notice.

Pursuant to the General Data Protection Regulation (EU) 2016/679, the data subjects give their consent to the processing of personal data exclusively for administrative and accounting purposes. The data controller is the Embassy of Italy in Kuwait.

Al Kuwait, 8<sup>th</sup> June 2026

The Ambassador of Italy in Kuwait  
H.E. Lorenzo Morini

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- Annex n. 1: expression of interest
- Annex n. 2: self-declaration
- Annex n. 3: data protection statement