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# Tender announcement

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Sukarrieta, 4 June 2024

## 1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the subcontracting of the development and implementation of new functionalities for the management of consumer data.**

## 2. LENGTH OF SERVICE

The service will be carried out throughout the year 2024, from the signing of the contract.

## 3. ECONOMIC TENDER

The maximum economic offer that will be accepted for this tender is **thirty-two thousand euros (€32,000.00)**, taxes not included.

Invoicing will take place at the conclusion of the service, and the invoice will be paid within 60 days of the date of issue.

## 4. ASSESSMENT CRITERIA FOR PROPOSALS

The proposals received will be assessed on the basis of the following criteria:

Economic offer	50%
Technical adjustment	35%
Improvements	10%
CSR policies	5%



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## 5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the attention of Irati Velez at the e-mail address [ivelez@azti.es](mailto:ivelez@azti.es) and at any of the AZTI centres, from the time of publication of this announcement on the AZTI Foundation website, **until 12 noon on 18 June 2024**.

Proposals can be submitted in Spanish, English or Basque.

Tenderers may contact the following address for further **technical information**:

AZTI

Ruben Rodriguez

Tel. 34 667 174 345

Mail: [rurodriguez@azti.es](mailto:rurodriguez@azti.es)

## 6. AWARD

The final award will be subject to the formalisation and final signing of the contract between AZTI and the contractor. This contract will be formalised in the event that the aid requested by AZTI for the execution of the project for which this tender is being published is approved. In the event that the grant requested for the execution of the research project covered by this tender is not awarded to AZTI, the contract covered by this tender cannot be formalised, and the contract will be void, and any liability that may be claimed from AZTI by the awarded contractor will be rendered null and void.

## 7. CONDITIONS DE RECRUTEMENT

- The selected entity, during the time that the service relationship with AZTI lasts, must comply with the regulations in force on labour matters, Social Security and Health and Safety at Work, being subject, if applicable, to carry out the coordination of business activities in accordance with RD 171/2004 according to the procedure and specifications established (available at <https://www.azti.es/en/recruitment-rules/>)
- In any case, and independently of any other documentation, the selected entity must present, before the formalization of the contract, a certificate that proves that it is up to date with the fulfillment of its tax and social security obligations.



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- The selected entity must present the necessary documentation to formalize the contract within a period not exceeding 20 days from the award. Or the documentation, the selected entity must follow the Internal Contracting Regulations published at [www.azti.es](http://www.azti.es)
- In addition to the technical and administrative conditions, AZTI will positively evaluate those suppliers who demonstrate that they maintain policies on Quality, Health and Safety, the Environment, Sustainable Mobility, as well as Corporate Social Responsibility.

The supplier shall include in its proposal those documents or records that allow verification of these policies (quality and environmental certificates, documentation relating to actions in matters of social responsibility, etc.)

- **This subcontracting will only be implemented in case the request for modification of the budget of the OPTIPROT project of the CERVERA call is approved.**

## 8. GENERAL DATA PROTECTION REGULATION

Person in charge: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - CIF: G48939508 Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA) Telephone: 946574000 e-mail: [lopd@azti.es](mailto:lopd@azti.es).

“From FUNDACIÓN AZTI we treat the information you provide us with the purpose of placing your order and billing for services and maintaining commercial relations. The legal basis for the processing of your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of services, being strictly necessary for this purpose. The data provided will be kept as long as the commercial relationship is maintained or for the years necessary to comply with legal obligations and, once the relationship has been resolved, to the extent that liabilities may arise. The data will not be transferred to third parties except in cases where there is a legal obligation, as well as to those providers of technical and computer services and auditing. Under no circumstances will we carry out international transfers of your personal data. You have the right to obtain confirmation as to whether or not FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data. Therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary, as well as to exercise your right to oppose, limit or transfer your data, under the terms provided for in the applicable data protection regulations, by writing to the above-mentioned address. You may also lodge a complaint with the competent supervisory authority”.

## 9. TECHNICAL REQUIREMENTS

The technical conditions will be provided, after signature of a confidentiality agreement, to companies interested in participating in this call for tenders and who so request to the mail address for the submission of tenders (point 5).

## 10. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally, directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the analyses and working documents, compilations, comparisons, studies and, in general, all information obtained either before or after the execution of the contract.
- The obligation for confidentiality, as well as the obligation for non-use of the Confidential Information, shall remain in force until such time as the Confidential Information is in the public domain without that resulting from a breach of the obligations of the successful bidder and/or entities or people who have had access to the Confidential Information.
- As far as the successful bidder is concerned, the obligation for confidentiality and non-use of the Confidential Information to which it has had access before, during or after the end of the contract shall not be extinguished upon its termination. The successful bidder may only and solely use the Confidential Information obtained or generated in the execution of the contract independently or jointly with AZTI (Results Obtained), or fragments thereof, for the implementation of this contract, refraining from any other use.



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- The successful bidder shall use the Confidential Information with discretion and shall not disclose or communicate it, restricting access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful bidder, may or must have access to this information, warning them of this duty of confidentiality. The successful bidder shall be liable for any breach of this obligation, whether by its employees, associates, subcontractors or any other person to whom it has disclosed the Confidential Information.
- In any case, access to such information, data, documents, etc., not directly related to the purpose of the contract is strictly prohibited, and it is mandatory to treat as secret those that may become known.
- The successful bidder may not use the Confidential Information to, either directly or through third parties: a) initiate, offer, negotiate, contract or enter into any commercial operation or obtain any benefit that could be achieved with it, b) develop and, where appropriate, technically improve the products, solutions, services and know-how, c) protect products, solutions, methods, etc., by means of a patent, utility model or any other AZTI intellectual and industrial protection system.
- All rights over the Results obtained by the successful bidder, or any natural person or legal entity to which the latter has recourse, whether or not through an employment relationship, as a result of the execution of the contract resulting from this tender, with Results being understood to be any product (source code, algorithm, software, hardware, digital platform, apps, etc.), service (consultancy, advisory, digital, etc.), technical documentation (reports, flow charts, data, etc.) in any format, solutions (digital, software platform, programs, apps, etc.), and/or information, including any extract or replica thereof, shall be the sole and exclusive property of Fundación AZTI, with no geographical or time limit. The exploitation rights and Intellectual and Industrial Property rights over the Results, the Knowledge Generated or any Intellectual or Industrial Property registration that may be generated (e.g., Patents, etc.) and/or over the Results, knowledge or Intellectual or Industrial Property Registration derived from the above, shall belong to Fundación AZTI and, therefore, the exploitation of any tangible or intangible asset, whatever its form or nature, whether protected or not, as well as any derived right, shall correspond to Fundación AZTI.
- The successful bidder may not oppose the protection by Fundación AZTI of any rights derived from the Results and may not disseminate or publish any of the Results in any way, except with the written consent of Fundación AZTI and under the terms of such consent. In the event that Fundación AZTI decides to protect or register the Results with any Registration Office, the authorship of the authors, both Fundación AZTI and the successful bidder, shall be acknowledged, provided that they have participated in the registered development.



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- Fundación AZTI shall have the right to use, modify, transfer, deliver, disseminate or distribute the Results to third parties for commercial or non-commercial purposes, or perform any action that this may require. Similarly, the successful bidder must deliver the complete Results (e.g., source code, etc.) to Fundación AZTI, which, as the owner thereof, may promote, directly or through third parties, derivative works based on the Results, with the improvements and derivatives being the exclusive property of AZTI.
- If Fundación AZTI provides the idea, the concept/prototype of the product or solution, the design in terms of functionality, operability, interconnectivity that the product or solution must have, the data (types, origin, data management and processing, etc.) and the know-how (Prior Knowledge of Fundación AZTI) to the execution of the contract, the successful bidder shall recognise Fundación AZTI as owner of the contribution. As a result, Fundación AZTI, as the owner of the Prior Knowledge and the Results, may exploit them directly or indirectly as it sees fit.
- The successful bidder may not, by itself or through third parties, transfer any of the Results to any natural person or legal entity, by electronic means or otherwise, and may not modify, translate, reverse engineer, decompile, disassemble, sell, transfer, sub-license, publish, disclose or create derivative works based on the Results obtained in the execution of the contract. Therefore, the successful bidder may not perform actions aimed at bringing competing Results (products, solutions, services, technical documentation) to the market that may limit the business strategy of Fundación AZTI.
- When necessary for the use of the Results (e.g., source code, software, app, etc.), the successful bidder shall grant Fundación AZTI a non-exclusive and non-transferable licence for the knowledge prior to this contract at no extra cost over and above that stipulated in the tender. The Results (product(s), solution(s), etc.) delivered at the end of the contract must be fully functional, operational and independent of others, and must not imply any limitation in the use of the Results or any additional cost for their use.
- All the conditions established in this tender regarding confidentiality and non-use of the Confidential Information, as well as regarding the intellectual and industrial property rights and exploitation rights over the Results and the Knowledge Generated, shall prevail over any subsequent agreement signed with the successful bidder that may conflict with the conditions established in this tender.
- The successful bidder acknowledges that ownership of the name or denomination of Fundación AZTI and of all the distinctive signs with which its products or services are distinguished in the market belong and shall continue to belong to Fundación AZTI. The successful bidder shall not take any action or adopt any measure that may affect the validity of the distinctive signs of Fundación AZTI and undertakes not to register or request the registration, in its name or in favour of a third party, of any trade name, domain name, trademark, symbols or other distinctive signs that are



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identical or similar to those of Fundación AZTI or that may lead to confusion with the activity, services, products or establishment of Fundación AZTI.