



SPECIFICATIONS/BRIEF

Design and implementation of an evaluation survey of a collective information and promotional campaign for European Butter in THE UNITED STATES OF AMERICA

2019-2021

BUYER: CNIEL

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PROCUREMENT TYPE: Open Tender

LE CNIEL: CENTRE NATIONAL INTERPROFESSIONNEL DE L'ÉCONOMIE LAITIÈRE

The CNIEL is an association created in the cow's milk sector, in 1974, by the national organisations representing milk production and processing. Acknowledged by the European Union and French law as an interprofessional organisation, the CNIEL helps to promote cow's milk and its derivative products (cheese, cream, etc.) in France and abroad.

The information and communication programme that is the subject of this contract is co-financed by the European Union and the CNIEL.

ARTICLE 1: PURPOSE OF THE CONTRACT

The purpose of the contract is to design and carry out an evaluation survey of a collective information and communication campaign in favor of European butter in the United States of America 2019-2021.

This communication and information campaign is co-funded by the European Union and the CNIEL. The communication programme was accepted by the European Commission in November 2018. The programme is scheduled to be implemented over the course of 2019.

The contract will be signed during the first half of 2019.

The services will be performed in USA and France

ARTICLE 2: DOCUMENTS MAKING UP THE CONTRACT

The documents making up the contract are as follows, in order of priority:

- The deed of commitment signed by the parties, to which is attached the schedule of unit prices (SUP),
- These specifications and its appendices,
- The successful tenderer's bid.

ARTICLE 3: THE ACTIONS TO EVALUATE

3.1 CONTENT OF THE ACTIONS

GENERAL OBJECTIVES

IMPLEMENTATION OF A COLLECTIVE INFORMATION AND COMMUNICATION CAMPAIGN FOR EU BUTTER IN USA 2019-2021

TARGET COUNTRIES

USA

PROGRAM STRATEGY

OBJECTIVE 1: INCREASE AWARENESS AMONGST AMERICAN CHEFS & FOODIES

	Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021	Page 2 / 16
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SPECIFIC

- The general objective of the campaign is to become the authority within the context of EU imported butters.
- Influence the chef community and subsequently their followers by broadcasting content through their channels/events.
- Reinforce EU butter consumption as a pleasurable everyday staple to foodies.
- Reinforce EU butter to trade (importers/distributors/retailers)

A measurable increase in awareness of EU Butters amongst our 29M targeted foodies and chefs, as well as an increase in awareness of the key messages of quality surrounding these products. This raised awareness will be a tangible example of EU agricultural products of high standards, particularly in terms of their quality, taste, diversity and traditions.

The plan is to reach chefs and foodies through a series of events, trainings, useful and entertaining content geared towards them and their followers.

MEASURABLE

The awareness and likeability of European Butters will be measured through multiple data points that combined will provide a specific tracking of the increase awareness amongst the primary target.

Implementation of a type 0 measure to key communities through a phone survey with a sample of 50 chefs.

This module is implemented in years one (« T0 ») and three of the campaign, providing feedback on different angles:

- Measuring the awareness of the European butter, and post-campaign evolution
- Perception of butter, associated image, and evolution in perceptions (year 3)
- Frequency of use and types of integration into meals and recipes,
- Interest in cooking and culinary experimentation,
- Source of information and references in terms of products or culinary techniques,
- Testing of campaign elements in years 1 and 3: visibility, attribution, appreciation and use of campaign elements.

In terms of methodology, a sample of 50 professionals (chefs, traders ...), will be surveyed through a phone questionnaire comprising 25 to 30 questions.

This pre-, ongoing, and post-evaluations will be implemented by a third-party recognized evaluation subcontractor. The key Performance Indicator (KPI) used to track this objective will be the raised awareness level amongst the target audience. With this action, we expect a 2.5% increase in awareness in year 1, 3% in years 2 and 3 for a total increase in awareness of 8.7% for the life of the action.

The evaluation agency will measure the following throughout the course of the three-year Action:

- Transversal general perception for EU butters and transversal outlook on campaign
- Chef awareness and recall
- Foodie awareness and recall

- Media impact

ACHIEVABLE

By targeting all efforts and media on the 29M U.S. foodies most interested in our key messages, or to those that directly influence our foodies (journalists, food bloggers, chefs, etc.) targeted consumers will interact with our content approx. 5 times per year, which will produce a measurable lift in awareness.

In addition, the creation of content adapted to this consumer’s preferences in terms of entertaining and usefulness will provide the Action with increased sharing of the content, which will spread our content and messages even further, and will reinforce the credibility of these messages since consumers will be sharing them amongst one another.

From this increase in awareness and likeability, we expect to see direct increase in consumption of EU butters of quality, and therefore in exports from the EU.

RESULTS-FOCUSED

By increasing both the market size (getting more foodies to purchase more EU imported specialty butters), and our market share (getting foodies to pick EU butters over other imported or local products), even by a relatively modest percentage, we can create tangible benefits to EU Butter producers. In addition, and more importantly, once these markets are secured, and U.S. foodies have developed a taste for quality EU Butters, the demand should sustain over time, creating long-term benefits for the EU.

TIME-BOUND

With this action, we expect a 2.5% increase in awareness in year 1, 3% in years 2 and 3 for a total increase in awareness of 8.7% for the life of the action. Furthermore, the larger investment online and events allow for constant optimization and will therefore allow the Action to be as efficient as possible in terms of reach, message impact, creative impact, market selection, and more. Indeed, with online media spends, communications can be evaluated quickly and modified to optimize results, allowing for small initial investments as the various elements are optimized.

OBJECTIVE 2: INCREASE DAIRY EXPORTS FROM THE EU TO THE UNITED STATES

The growth in sales and exports will come through consumer purchasing of EU butter, in-line with our message and current consumer trends such as all natural, grass fed, rBST-free, etc. to which EU products correspond. The current trend of locally produced European-style products attest to this existing demand. The primary and secondary targets will influence the consumer to tend towards EU quality products, in this case EU imported butters.

The strategic choices to achieve the objectives are:

- Address the targets through influencer channels
- Communicate to the target groups new information on the European cultural dimension of butter which they may not always be aware of, with little knowledge of the excellent quality of butter from European agriculture
- Among the influencers, communicate data on the unique, individual, and thus authentic European butter.

The bid must be written in English or in French and contain a technical and financial memorandum made up of a proposal based on these elements:

ACTIONS

The target groups of the action are listed below. Strategies will be tailored and each will be reached with different activities of the action. This action will push to raise awareness and therefore usage and sales of EU butters by showing it as the butter of choice for culinary needs to pastry chefs, food service professionals and foodies. Butter will continue to rise while margarine will decline within the category of Fats and Oils.

This increase sales and exports will come through consumer purchasing of EU butter, in-line with our message and current consumer trends such as all natural, grass fed, RsBt-free, etc. to which EU products correspond. The current

	<p>Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021</p>	<p>Page 4 / 16</p>
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trend of locally produced European-style products attest to this existing demand. The primary and secondary targets will influence the consumer to tend towards EU quality products.

Pastry chefs

In the United States, butter is used significantly more in food service than in home cooking. Restaurateurs use butter freely and communicate through television cooking channels and social media to reach our secondary target: foodies. Consumers want to replicate the traditional experiences of the cuisines they enjoy and fats play an important role just as salts, says John Critchley, the Executive Chef at the Four Seasons. For pastry chefs, butter happens to be the most important ingredient especially in pie and tart dough.

Content

Influencer marketing by creating content that will be valuable enough for chefs including pastry chefs to listen and share, then target professionals within their existing communities: online – for reach – and at events – for impact; then leverage the content created by influencers to spread the message to a wider foodie audience. By focusing creative and targeting energy to engage influencers to leverage existing communities and events, we will spread our message.

This will be attained through 600+ recipe videos highlighting European butter, articles and social media posts (Instagram).

Events

Whether established or rising, get visibility amongst the influencers at key professional events;

The ICC, StarChefs and Rising Stars

Influence the up-and-coming professionals at key culinary schools.

3 400+ key chefs and influencers engaged per year.

Foodies

Twenty-nine million Foodies/Food Adventurers, affluent (salary \$75K+), urban (New York, Los Angeles, Boston, San Francisco) and food pros.

American Foodies are 35+ years old, with a strong 40-50 years old audience, very often parents and skewing female. They cook daily to “express their creativity” and to impress others, and they use social media (Facebook & Instagram) to show-off their skills. They purchase mostly in supermarkets but are very interested in the origin of their foods as it allows for more showing off opportunities. They get their information online or via direct influencers (chefs/press/word-of-mouth) and very little via traditional media.

Journalists/bloggers

Digital and Traditional Press validate our brand and products. **Media Relations** create the conversation through content at chef events to engage a select number of journalists through press, digital or streaming; giving chefs and foodies content that is relevant, informative and shareable through inspiration, ideas, recipes and beautiful appetizing images. The press will be an excellent vehicle to integrate the Butters of Europe in lifestyle content.

Key influencers

Engage Chefs and Bloggers as brand ambassadors as support of the U.S. gastronomic field. They will accompany the various activities of the Action throughout the year and lead trainings. These lifestyle and gourmet influencers will also create exclusive new recipes with EU butters, connect with the media, and create content for social networks.

A large segment of the foodie community follows **influencers** as trusted sources of information and trends. Based on Nielsen Research study from 2012, consumers trust advice coming from a friend 92% of the time and from

	Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021		Page 5 / 16
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Influencers (www.nielsen.com/us/en/press-room/2012/nielsen-global-consumers-trust-in-earned-advertising-grows.html). This is significantly higher than trust placed in direct advertising. Influencers are essential to broadcast our message to their followers. Influencers will participate in events tailored to them such as Butter workshops and designated tastings and experiential events. They will share experiences with EU Butters to increase awareness of the Action and products. This Action will generate 132M views and impressions to the target audience.

Importers/distributors (professionals)/Trade

Engage the professionals that import, distribute and retail the product without whom the product would not be on the market. They are an essential element in the chain to make the product available and often serve to promote the products with their customers.

Selected Activities

The following activities were chosen to respond to the initiatives of the information provision and promotion measures in order to grow awareness, consumption and market share for EU butters.

Create awareness of the unique messages of quality, tradition and uniqueness of European Butters amongst the new generation of pastry chefs, chefs, journalists and retailers with a series of trainings & events.

Chef’s Roll’s National Event

Chef’s Roll’s National Event is aimed at bringing together a vast array of culinary professionals, brands, products and more for a multi-day "show" complete with demonstrations, competitions, hosted meals, seminars and hands-on training. Built by a new type of online community and aimed at a younger and established group of professionals. Location still TBD for 2019 and following years.

- Place European butter at the forefront of key chef events to influence the influencers
- Title sponsor of Chef’s Roll National Chef Event bringing together more than 200 chefs
- The event is live-streamed on social media
- Harmonize sponsorship with Chefs Roll and ensure premium visibility throughout the event
- Recruit press attendees to attend Chefs Roll National Event
- Featured article and videos
- Brand ambassadors

StarChefs

In order to become the culinary reference for butter, European butter needs to be prominent at food professional events for them to spread the word and the trends around real European butter. Furthermore, EU Butters need to be at this top national event with established figures in the industry, as well as noticeable when it comes to key moments of gathering for the up-and-coming generation of chefs, in particular pastry chefs.

- Place European butter front and center at key chef events to influence the influencers
- Sponsor StarChefs’s International Chef Congress (ICC) in October of each year, held for three days at the Brooklyn Expo Center. Past participants have included Eric Kayser, Jose Andres, and Marc Forgione etc.
- Media placement in key ICC publications and POS
- European butter strategically placed throughout the event during demos, dinners, contest, comparison tasting etc. (ICC)
- Influence the next generation of tastemakers at StarChefs’ Rising Stars (RS) convention, which celebrates up-and-coming chefs, and culinary professionals, who represent the vanguard of the contemporary American dining scene. Participation in four key cities that change yearly. For example, in 2017, the cities will be New York in February, Colorado in April, Los Angeles in June, and Austin/San Antonio in December.
- Recruit press attendees to attend StarChefs’ International Chef Congress and the four Rising Stars conventions.

Activities in culinary Schools

It is easier to influence a younger generation than to change long-established codes among older individuals. To reach the new generation, we will implement two seminars per year in leading culinary schools around the US such as The Institute of Culinary Education, Johnson & Wales, Miami Culinary Institute and the Culinary Institute of America. These 90-minute seminars will be held in the first semester to create a lasting impression on the students. Respected professors will lead classes following initial conversations between them and the CNIEL.

- Influence the future generation of chefs by bringing European butter to the forefront as build their “cooking” personality.
- Influence a generation of socially-connected chefs as they spread across the US

Key Messages

The targets are interested in products that have distinct quality stories and recognizable standards of quality. The objective of the Action is therefore to raise awareness amongst this specific chef/foodie segment to the following key messages. Examples: European Butter, the Culinary Secret, because taste matters and with butter everything taste better. These messages aim to advance Union merits:

- The merits of EU butters as an example of Union agricultural products of high standards, particularly in terms of their quality, taste, diversity and traditions;
- The specific features of agricultural production methods in the Union that make our products so unique, particularly in terms of food safety, traceability, authenticity, labeling, nutritional and health aspects, animal welfare, respect for the environment and sustainability
- The unique quality schemes of the Union, including European protected designations of origin, protected geographical indication and traditional specialties guaranteed

To create a true differentiation between our European products and the local offer we need to lead with a strong concept that speaks to our Foodies’ deep desire: taste & flavor. European butter is the butter of choice for culinary needs.

In addition, if we want to represent the difference between the Butters imported from Europe, versus other countries or local offer, we need to leverage the beauty and uniqueness of the European environment, the one differentiating element that will create an emotional response and desire within our target audience.

Our communication strategy and message will raise awareness and relate the diversity, merits and attributes of Union Agricultural products with our target audience. The program’s visuals: **Secrets de Butter, Enjoy it’s from Europe Logo and The Union Flag logo indicating financing from the EU** will convey our European roots and differentiate our products from the local producers. These visuals will tie in to the current Cheeses of Europe Campaign 2018-2020.

Furthermore, in certain cases where a Butter from Europe has a strong tie to its origins, the origin shall be mentioned on the same level as the main Union message of the campaign as specified for third countries in Regulation EU No. 1144/2014.

In the same vein, since **EU Butters do not benefit from individual brand recognition or notoriety**, we will display them in some activities, respecting the guidelines set forth in Regulation 2015/1831 (Art. 6, 7, and 8). At least five brands will be displayed (all CNIEL members will be given an equal opportunity to display their brands) when and where appropriate. In order to reach our main objective of increasing awareness of European Butter in the USA with our target audience and increase the competitiveness and consumption of Union Agricultural products displaying the brands will provide consumers with references to purchase quality European products at points of sale. These brands will not be displayed in a way to dilute the Union message and will only be visible during demonstrations and tastings through promotional material displayed or distributed.

The CNIEL will ensure that:

	Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021		Page 7 / 16
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- Brands are displayed together in an equally visible manner, in an area separate from that devoted to the main Union message
- The display of brands does not weaken the main Union message
- The main Union message is not obscured by the display of branded material such as pictures, colors, symbols
- The display of brands is limited to visual material excluding gadgets and mascots, in a smaller format than the main Union message
- No mention of brands shall be made in audio material
- All regulations pertaining to brand displays are followed

The CNIEL obtained co-financing for another Information Provision and Promotion Measure concerning EU Cheese in the United States in accordance with EU Regulation No. 1144/2014. This programme was approved in January 2018 for a duration of 36 months. These two separate campaigns would be managed by different implementing agencies but can benefit from similar creative and message in order to create synergies, complement and amplify the Union messages. These synergies include modeling the creative to the cheese campaign and benefiting from tasting events, PR & media outlets and social media communications. They will also be complementary since the cheese campaign is more consumer-focused than the professional target aimed by the for EU butter campaign.

3.1.2 CONTENT OF THE SERVICES: THE EVALUATION SURVEY

The evaluation will be supported by a system of reliable indicators throughout the whole campaign. This system will include:

-Financial data relating to the evaluation of sales and consumption (to measure the competitiveness and the consumption of Union agri products) especially butters. It will be necessary to allocate time of the evaluation for the inventory, the census and the interdependence of the current sources.

Implementation of a « type 0 » measure on a sample of 50 chefs.

The objective of this « type 0 » measure is to assess the public's condition regarding the key-element of the campaign. When the campaign will end (2020), a new version of the questionnaire will be made, enriched with new elements regarding the nature of actions.

Evaluation takes account of KPI as well as market data that are likely to give answers to the different questions. A global evaluation of the project will be made at the end of year 3: it will include an estimation regarding the ROI. This approach will be made at a minimum cost with an online survey.

Following of influent celebrities, on the internet or more likely in society, and distributors

This campaign's phase is essential because:

- The behavior of chefs/Foodies who search most of their information online ... a very few in the traditional medias
- The global philosophy of the campaign, covered by a specific allocation in the budget

Evaluation of specific actions

- With interviews by phone with the events' attendees
- Visibility of actions is followed-up via phone survey

The construction of the evaluative framework is linked to a system of stable indicators on 3 years.

The main goal here is to build the evaluative framework, while taking into account several types of constraints such as:

- a concept where we have to determine details and common features, which allow us to define criteria and advancement indicators, beside the strict follow-up of tonnages of consumed products,

- Elements linked to concepts, which can and should be specified or adjusted. From this point of view, it is required to include qualitative elements to understand the measured perceptions, the way this concept translates into facts: consumption' objectives, signs of communication' evolution
- Furthermore, national campaigns or actions, which are possible for synergy, will be identified at this moment. This consideration applies especially for actions of butter producers countries out EU. In this case, it will be interesting to identify the new campaigns of competitor countries like New Zealand of course, or Australia, and as far as possible of local American producers.

Evaluation works with a system of stable indicators throughout the campaign. This system of indicators covers:

- Economic data related to the evolution of butter sales taken into account throughout the campaign. These data, from the system of organisms' steering, depend on the existence of these plans.
- Perception data, regarding the understanding of the uses and practices in the kitchen from the consumers of the concerned countries,
- Impact data of the campaign through plans made by each country, especially KPI.

Implementation of a type 0 measure to key publics through a phone survey with a sample of 50 chefs

This module is implemented in years 1 (« T0 ») and 3 of the campaign, providing feedback on a different number of angles:

- Measuring the awareness of the European and French butter, and post-campaign evolution
- Perception of butter, associated image, and evolution in perceptions (year 3)
- Frequency of use and types of integration into meals and recipes,
- Interest in cooking and culinary experimentation,
- Source of information and references in terms of products or culinary techniques
- Testing of campaign elements in years 1 and 3: visibility, attribution, appreciation and use of campaign elements.

In terms of methodology, we will survey a sample of 50 professionals (chefs, traders ...), through a phone questionnaire comprising 25 to 30 questions.

Work Package	9. Evaluation's results		
Activity	Action Evaluation results		
Description of the activity	<p>These evaluations, will not only be relevant, strict and in-line with the quality required by European norms, but they will also be a tool that can be shared with all parties involved in the campaign. They will be used to orientate activities' optimization and the overall impact. The significance of the campaign covers the campaign for butter in the USA to professionals:</p> <p>Evaluation is :</p> <p>Based on professionals (cooks, influencers, distributors) and foodies</p> <p>To make sure that all elements which are provided by the research activities are available during the execution process, that these elements are reliable and consistent between the different regions and different activities (PR, formation, websites, social medias, advertisements, events etc ...)</p>		
	YEAR 1	YEAR 2	YEAR 3
Deliverables	Annual Report	Annual Report	Annual Report
Indicators' results	<p>Evaluation focuses on the evaluation's criteria regarding public policy which are: consistency, cost & efficiency, content & coverage, effectiveness, complementarity.</p> <p>This approach is based on the following indicators, regarding the evaluation of the communication's actions:</p>		

	<ul style="list-style-type: none"> - Visibility of the campaign and actions <p>This aims at comparing the activity indicators sent by the agency, which are gathered in table 7 - mainly production indicators - with "visibility" elements noticed by the target audiences. Thus, insights from interviews with target audiences (the 50 chefs and their copartners) will be compared to objectives/actual counting (cf number of people potentially reached)</p> <ul style="list-style-type: none"> - Evolution of the targets <p>Interviews with the different targets or operators of the campaign will allow testing the message's penetration toward the targeted public. I will give a double insight: taking into account what it said but also their observations of the market and its actors.</p> <ul style="list-style-type: none"> - Prompting to purchase/ use/ recommend and evolution of the consumption' patterns. <p>This notion of recommendation will be updated through the e-influencer and retailers. All the persons interrogated, will be questioned on all the dimensions of the campaign: Public Relation, Website & Social Media, Advertising, Communication Tools, Events. On this basis, it will be possible to establish a "cost per contact" for each action and the whole campaign. Thus it will allow to analyze its efficiency and a comparison with similar campaign can be done.</p>		
Budget's analysis	<p>Evaluation strategic framework design / launch meeting 2 360,00 €</p> <p>Steering / Cross analysis and report evaluation Year 4 800,00 €</p> <p>Global perception of the campaign with a sample of 50 cooks TRANSVERSAL MEASURE - "T0" 6 728,00 €</p> <p>ACTION 2 - Qualitative survey of chefs 2 400,00 €</p> <p>TVA 20% 3 257,60 €</p>	<p>Evaluation strategic framework design / launch meeting 1 440,00 €</p> <p>Steering / Cross analysis and report evaluation Year 2 - 4 800,00 €</p> <p>ACTION 5 - Qualitative phone survey with cooks involved in an educational action 4 288,00 €</p> <p>ACTION 2, 3 & 5 - Measure & analysis of conversations on social medias & influence approach of the e-influencers 6 000,00 €</p> <p>TVA 20% 3 305,60 €</p> <p>Total (including all taxes) 19 833,60 €</p>	<p>Evaluation strategic framework design / launch meeting 1 320,00 €</p> <p>Steering / Cross analysis and report evaluation Year 1 6 400,00 €</p> <p>Global perception of the campaign with a sample of 50 cooks TRANSVERSAL MEASURE - "T0" 6 248,00 €</p> <p>ACTION 2 - Qualitative survey of cooks within partnership & journalists 2 720,00 €</p> <p>Total (excluding taxes) 16 688,00 €</p> <p>TVA 20% 3 337,60 €</p>
Subtotal of the activity	€ 19 545,60	€ 19 833,60	€ 20 025,60

3.2 PERFORMANCE OF THE SERVICES

3.2.1. In order to enable the CNIEL to measure the effectiveness of the actions put in place by the communication agency and the fulfillment of the obligations arising from co-financing by the European Union, the contractor will produce regular survey reports. These reports and studies, written in French, are to be submitted to the CNIEL after completion of each communication action evaluation survey.

Annual Report: An annual survey report covering all the evaluation surveys of the actions carried out during the year will be transmitted 30 days after the end of each year of implementation of the program.

This schedule applies throughout the duration of the contract.

In the absence of the delivery of these documents (calendars, reports, studies and balance sheets) within the deadlines indicated above, penalties for delay will be applied under the conditions of Article 13.

3.2.2. Moreover, in order to follow progress of the evaluation surveys of the communication actions, the holder will produce a request for validation of the survey that will be put in place for each survey, each country,

ARTICLE 4: PRICE OF THE CONTRACT

The contract amount is :

Year 1 : 19 546 € excluding tax

Year 2 : 19 834 € excluding tax

Year 3 : 20 026 € excluding tax

The expenses shall be set forth in detail in the tender document by type of evaluation surveys of the communication actions proposed, with the respective fees. These prices are in euros and include all mandatory taxes and other charges imposed on the services as well as all related costs.

ARTICLE 5: INVOICING AND SETTLEMENT TERMS AND CONDITIONS

5.1 Invoicing Terms

Unless otherwise agreed between the parties, the successful tenderer will invoice its fees and expenditures on a quarterly basis.

Each of the invoices shall in all cases be accompanied by all elements described in the article 3.2.1.

5.2 Payment terms

Subject to performance of all its obligations, the successful tenderer's invoices will be paid by the CNIEL within a period of 30 (thirty) days end of month from receipt thereof.

The invoices shall be sent to the following address:

CNIEL – *service comptabilité* (accounting department)

42 rue de Châteaudun

75 314 PARIS cedex 09

France

ARTICLE 6: PERIOD OF THE CONTRACT

The period of the contract is 3 (Three) years. The contract is not renewable.

The contract, which is entered into subject to written co-financing authorisation being obtained from the European Union, will take effect on the first day of the month following the signature date of the contract to be concluded between the CNIEL and the Member State.

	Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021	Page 11 / 16
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ARTICLE 7: PLACE WHERE THE CONTRACT WILL BE PERFORMED

The services that are the subject of this contract shall be carried out in The United States of America (hereinafter the "Territory") and France.

ARTICLE 8: OBLIGATIONS OF THE SUCCESSFUL TENDERER

The successful tenderer undertakes:

- To perform the contract in accordance with the regulations in force in the Territory for which they are intended or in which they are meant to be disseminated, and in compliance with the best practices specific to the services that are the subject of the contract;
- To ensure that the creations comply with the provisions governing co-financing set by regulation no. 2015/1831 of 7 October 2015 laying down rules for applying regulation no. 1144/2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries (appended hereto in Annexes 1 and 3) and in particular, but not limited to, Article 4 of EU Regulation no. 1144/2014 and Articles 2 to 8 of implementing regulation no. 2015/1831 (appended hereto in Annexes 1 and 3);
- For health claims (i.e. information on the impact of a product on health): To ensure that the health claim complies with the regulation (CE) no. 1924/2006 and is approved by national authorities charged of the public health of the member state where the activities are implemented or with any similar regulation applicable in non-European countries;
- Not to disclose any information reported as being of a confidential nature about which it would have been aware in connection with the performance of the services under the contract, and which relates to the resources to be used for the performance of the contract. Where applicable, the successful tenderer must advise its subcontractors of the obligations of confidentiality incumbent on it for the performance of the contract. It must ensure that these obligations are complied with by its subcontractors. The information, documents or data already accessible to the public when they are brought to the knowledge of the parties are not covered by this obligation of confidentiality. The other information relating to the performance of the contract can only be passed on to third parties with the CNIEL's express agreement;
- Not to use, in any form whatsoever, the results obtained during the performance of the services under this contract for any other campaign ;
- Not to submit an application to benefit from Community or national aid for actions carried out for the campaign forming part of this contract;
- To indicate clearly and legibly on all materials - regardless of the medium thereof - that it will produce in respect of the contract, and also in its media relations, that the European Union has been involved in financing the Programme and the Actions, on pain of not being eligible for the expenses incurred.

The successful tenderer also undertakes, unless otherwise instructed by the CNIEL, to reproduce on all materials - regardless of the medium thereof - that it will produce in respect of the contract - the logos detailed below:

	Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021	Page 12 / 16
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- **Logo of the European Union** (flag) plus the phrase:

CAMPAIGN FINANCED WITH THE ASSISTANCE OF THE EUROPEAN UNION translated into the language of the target country.

- **European "Enjoy, It's from Europe" logo**
- **Logo of the CNIEL**



Downloading of the European logos and the charters:

http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm

The "Enjoy! it's from Europe" slogan will be used in English. The Agency can use a translation of this slogan in the form of a footnote at the bottom of the visual material (advertisement, poster, etc). GRAPHIC CHARTER:

http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm

ARTICLE 9: SUBCONTRACTING

The successful tenderer may also call on sub-contractors provided that it first informs purchaser in writing by providing it with their name, address and registration number on the trade and companies registry and/or SIRET number.

The successful tenderer is responsible for paying all invoices of subcontractors that it has commissioned to implement the activities of the contract on behalf of purchaser. Purchaser may not be held liable for the successful tenderer's late payments to its subcontractors.

In the event of subcontracting, the successful tenderer shall be solely responsible for the performance of the subcontracted parts. In this regard, the failings of the subcontractors arising from non-compliance with their commitments or the cessation of activity shall be treated as failings of the successful tenderer.

The obligations incumbent on the successful tenderer in respect of this contract apply *de jure* to the subcontractors. The successful tenderer undertakes to advise

ARTICLE 10: CHECKING THE PROPER PERFORMANCE OF THE SERVICES UNDER THE CONTRACT

The CNIEL reserves the right to have any type of check carried out during the performance of the contract to ensure that the services performed comply with the contractual requirements. It can either expedite checks on site or ask the successful tenderer to send it documents proving that the proposed actions have been carried out.

Should the CNIEL note a breach of the requirements of these specifications, it shall send the successful tenderer a formal demand to rectify it within a specific time frame. Once the time frame set has passed, the CNIEL can either decide to terminate the contract in accordance with the conditions of Article 15 or decide not to pay the sums corresponding to the actions that do not comply with these specifications.

Any proposed amendment to the activities must be notified by the successful tenderer and validated by the CNIEL.

	<p>Collective Information and Communication Campaign EU Butter in the United States of America 2019-2021</p>	<p>Page 13 / 16</p>
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The periodic reports (see Article 4.2.1) shall also be subject to verifications. The successful tenderer is obliged to carry out the corrections requested by the CNIEL, where applicable.

Checking the proper performance of the contract also obliges the successful tenderer to undertake to keep the records and other supporting documents proving the proper performance of the program and the costs declared as acceptable, in accordance with the conditions laid down by Regulation no. 2015/1831 of 7 October 2015 laying down rules for applying regulation no. 1144/2014 on information provision and promotion measures concerning agricultural products implemented in the internal market and in the third countries.

Accordingly, the successful tenderer shall:

- open a specific bank account dedicated exclusively to the program. The successful tenderer undertakes to keep copies of all bank statements relating to said bank account during the entire term of the contract and, after its end, during a period to be indicated by the CNIEL;
- keep analytical accounting specific to the contract and separate from its general accounting allowing the revenue and expenditures relating to the performance of the contract to be identified, and to keep it available to the CNIEL (in full or by extracts) upon simple request. The successful tenderer undertakes to archive said accounting during the entire term of the contract and, after its end, during a period to be indicated by the CNIEL.

Finally, the successful tenderer is reminded that checks, reviews and audits, in particular on the successful tenderer's premises, can be expedited by the CNIEL, the Member State, the Commission, the European Court of Auditors (ECA), the European Anti-Fraud Office (OLAF) and/or any body, agent or expert appointed by them for the full period of the contract and six (6) years after the contract has ended.

ARTICLE 11: INTELLECTUAL PROPERTY

The successful tenderer assigns, on an exclusive basis, all of the rights or titles to intellectual property of any nature relating to its services and/or to the results of its services, allowing the CNIEL to use them freely in France and abroad.

This assignment relates in particular to the work carried out both by the successful tenderer and by directly or indirectly associated persons under this contract (freelance writers, associated rights of performers, right to reproduce the image of models and persons represented, etc.).

Ownership is transferred to the CNIEL as the services scheduled in the contract are carried out.

The assigned rights include, but are not limited to:

- the right to reproduce all or part of the creations on any medium, particularly analogue or digital, in any forms and formats known or anticipated on the date that the contract is signed or subsequently discovered,
- the right to reproduce all or part of the creations by any processes (known or anticipated on the date that the contract is signed or subsequently discovered and contemplated),
- the right to adapt all or part of the creations in all formats and to translate all or part of them into any languages,
- the rights to distribute, lease, loan, make freely available and sell for any marketing, internal or external communication operation and any other means of using the creations falling within the activity of the CNIEL.

The media and processes include in particular any hard copy, computer or digital medium, any means of communication, direct or indirect, via space or land, by satellite, cable or radio waves, and any wired or wireless network, including the Internet in particular.

This assignment is valid for the legal period of protection of intellectual property rights, including any legal extension, regardless of the reason therefor, and on a worldwide basis. It includes the possibility for the CNIEL and the European Union to benefit from all of the rights to use the results of the actions that are the subject of this contract.

The successful tenderer shall also transfer to the CNIEL title to all physical media containing the works.

ARTICLE 12: INSURANCES

The successful tenderer represents and warrants that its professional public liability is insured with a creditworthy insurance company and that said insurance covers all its services and/or the contract and persons involved, directly and/or indirectly, in carrying out and/or the implementing the contract.

ARTICLE 13: TERMINATION

13.1 Termination of the contract in full by the Parties

Should one of the Parties breach any one of the obligations provided under the contract, the other Party(ies) may, after formal notice sent by recorded delivery letter with acknowledgement of receipt to remedy the recorded breach(es) which has/have not been remedied in full or in part within the thirty (30) days of the receipt thereof, terminate, in full, the contract without other formality, without prejudice to any damages which might be owed.

13.2 Termination of the contract in full or in part by CNIEL

The CNIEL may also terminate this contract at any time and without the successful tenderer being entitled to any indemnity and/or compensation other than:

- the reimbursement, on presentation of justifying documents, of all the expenditures and expenses incurred by the successful tenderer,
- the payment of the remuneration of the successful tenderer for the activities carried out,

until the date of the termination or of its operative event (where the successful tenderer has failed to inform CNIEL of said operative event in the cases provided for in paragraphs a) and b) mentioned below), in the following cases:

- a) When the successful tenderer, during the implementation of this Contract, is placed in one of the situations mentioned in Articles 45, 46 and 48 of the order No. 2015-899 of 23 July 2015 relating to procurement contracts;
- b) When administration proceedings (Articles L. 631-1 *et seq.* of the French Commercial Code (*Code de commerce*)), compulsory liquidation proceedings (articles L. 640-1 *et seq.* of the French Commercial Code) or a like measure provided for under a foreign law is commenced against the successful tenderer and subject to the public policy provisions applicable to such proceedings;
- c) When France Agrimer terminates the Grant agreement or the participation of the proposing organisation, regardless of the reason for said termination.
- d) In the event the public authorities fail to extend or call into question the extension of the inter-branch agreement entered into between the bodies that form the CNIEL setting the amount of the inter-trade contribution.

ARTICLE 14: DISPUTES AND CONFLICTS

The parties shall endeavour to settle amicably any disputes and conflicts which might arise during the performance of this contract. If the parties are unable to reach an amicable resolution, suit shall be brought before the Paris Regional Court (*Tribunal de grande instance*), which shall have sole jurisdiction.

Signed in two original copies*

In..... on.....

*Signature and stamp of the successful tenderer preceded by the words "read and approved" ("*lu et approuvé*")

Appendix 1 - (EU) Regulation no. 1144/2014 of 22 October 2014

Appendix 2 - Delegated (EU) Regulation no. 3025/1829 of 23 April 2015

Appendix 3 - Implementing (EU) Regulation no. 2015/1831 of 7 October 2015