



## SPECIFICATIONS/BRIEF

**Design and implementation of a collective information and promotion campaign  
for European Cheeses  
in  
THE UNITED STATES OF AMERICA  
2021 - 2023**

**PURCHASERS:** Centre National Interprofessionnel de l'Economie Laitière [*French Dairy Interbranch Organization*] (CNIEL) and Association Nationale Interprofessionnelle Caprine [*French Goat Dairy Interbranch Organization*] (ANICAP)

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**CONSULTATION METHOD:** OPEN TENDER

**CNIEL: CENTRE NATIONAL INTERPROFESSIONNEL DE L'ECONOMIE LAITIERE (FRENCH DAIRY INTERBRANCH ORGANISATION**

**ANICAP: L'ASSOCIATION NATIONALE INTERPROFESSIONNELLE CAPRINE (FRENCH GOAT DAIRY INTERBRANCH ORGANIZATION)**

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The CNIEL is an association created for the French cow's milk industry, in 1974, by the national organizations representing milk production and processing. Acknowledged by the European Union and French law as an inter-branch organization, the CNIEL helps to promote cow's milk and its derivative products (cheese, cream, etc.) in France and abroad.

This call of tenders is launched jointly with ANICAP. ANICAP is the CNIEL equivalent for the French goat's milk industry, i.e. it is an association created for the goat's milk industry, in 1983, by the national organizations representing goat's milk production and processing. Also acknowledged by the European Union and French law as an inter-branch organization, the ANICAP helps to promote goat's milk and goat's milk cheeses in France and abroad.

CNIEL and ANICAP will be together referred to hereinafter as "the purchasers".

The information and communication program that is the subject of this contract is co-financed by the European Union, the purchasers and is regulated by France AgriMer, a private agency, recognized by the French authorities, regional authorities and professionals in the agricultural, agrifood and fisheries sectors, for both the management of European and national aid.

This contract comprises two (2) tranches, one firm tranche and one conditional tranche.

**A co-financing application will be made to the European Union during the second quarter of 2020. This campaign may only be officially launched after full acceptance of the application and written agreement from the European Union.**

The acceptance of the co-financing application by the European Union evidenced by a written agreement from the European Union is a condition precedent to the performance of the conditional tranche dealing with the implementation of the information and communication program. If so, the specific terms and conditions of the relations between the purchasers and the successful tenderer will be defined in a subsequent contract. Should the European Union refuse, the promotional campaign will not be implemented, and no contract will be entered into by the purchasers for the conditional tranche.

**ARTICLE 1: PURPOSE OF THE CONTRACT**

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The purpose of the contract is to design and carry out a collective information and communication campaign in favor of European Cheese, in particular French cow and goat's milk cheeses, in the United States of America 2021-2023.

This contract comprises two tranches:

- A firm tranche: support in preparing the application to be filed with the European Commission before April 6, 2020.
- A conditional tranche: implementation of the information and communication program.

The conditional tranche will be performed if the following condition is met: the European Union fully accepts the application and gives its agreement in writing to the information and communication program. Upon receipt of the European Union's written agreement, the Purchasers will notify the successful tenderer of the decision to confirm the conditional tranche.

**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

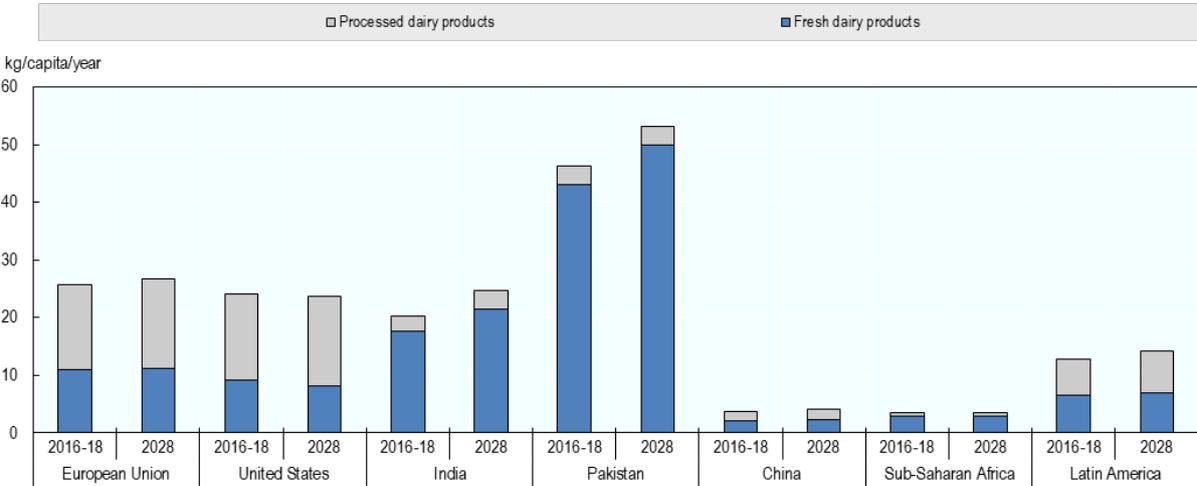
**ARTICLE 3: CONTEXT OF THE CONTRACT**

**3.1 World Market situation**

World milk production (81% cow milk, 15% buffalo milk and 4% for goat, sheep and camel milk combined) grew by 1.6% in 2018 to about 838 Mt. In India, the largest milk producer in the world, production increased by 3.0% to 174 Mt, although this had little impact on the world dairy market as India trades only marginal quantities of milk and dairy products. The three major dairy product exporters achieved production increases during 2018, the European Union (0.8%), New Zealand (3.2%) and United States (1.1%) that were almost entirely driven by higher milk yields per cow; in New Zealand, favorable grass conditions also played a role. As a result, the availability of fresh dairy products and processed products for export increased. In the People’s Republic of China (hereafter “China”), the world’s largest importer of dairy products, milk production increased for the first time in four years by 1.1% in 2018. Official milk production data for China was revised downward in late 2018 by up to 15% for the last ten years. International dairy prices refer to dairy products, as unprocessed milk is practically not traded. Butter is the reference for milk fat and skim milk powder (SMP) for other milk solids. Milk fat and other milk solids together account for about 13% of the weight of milk, with the remainder being water. In 2018, butter prices declined compared to its record 2017 levels but showed a significant increase around the middle of the year. The strength of milk fat prices (butter) in contrast to the prices of other milk solids (SMP) continued in 2018, supported by strong demand in North America and Europe for cream, butter and other full fat milk products. SMP prices started to recover from low levels towards the end of 2018 as the European Union considerably reduced its intervention stocks, purchased mainly in 2016 when European Union prices fell below the set threshold of EUR 1 698 per ton.

In Europe and North America, overall, per capita demand for fresh dairy products is declining, but the composition of demand has been shifting for several years towards dairy fat. The majority of cheese consumption, the second most important dairy product in terms of milk solids, occurs in Europe and North America, where per capita consumption is expected to increase.

**Figure 3.1. Per capita consumption of processed and fresh dairy products in milk solids**



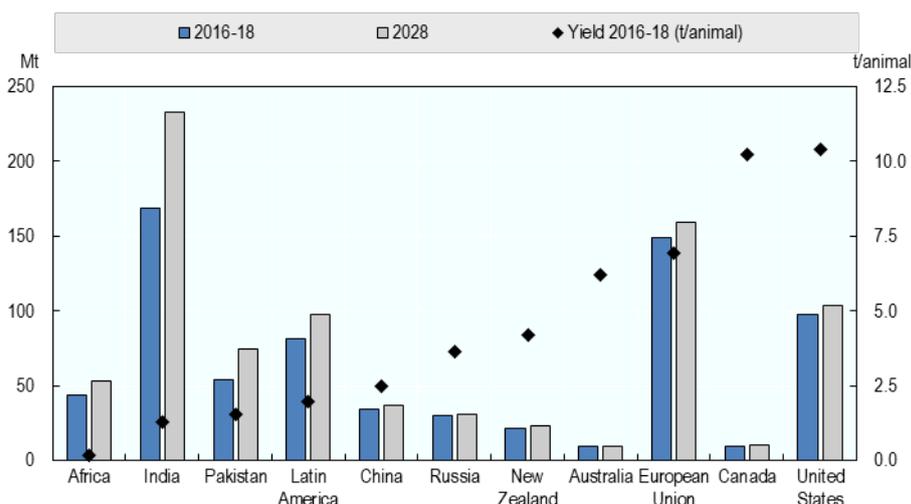
Note: Milk solids are calculated by adding the amount of fat and non-fat solids for each product; Processed dairy products include butter, cheese, skim milk powder and whole milk powder. Source: OECD/FAO (2019), “OECD-FAO Agricultural Outlook”, OECD Agriculture statistics (database), <http://dx.doi.org/10.1787/agr-outl-data-en> . StatLink 2 <http://dx.doi.org/10.1787/888933958904>

### 3.2. World Production

World milk production is expected to grow at 1.7% p.a. (to 981 Mt by 2028) over the next decade, faster than most other main agricultural commodities. In almost all regions of the world, yield growth is expected to contribute more to production increases than herd growth. The contradicting world average observation of a larger growth of herds (1.2% p.a.) than average yield growth (0.4%) is due to herds growing faster in countries with relatively low yields (Figure 3.2.1.). India and Pakistan are especially important for milk production, and are expected to contribute to more than half of the growth in world milk production over the next ten years. They are also expected to account for more than 30% of world production in 2028. Production will occur mostly in small herds of a few cows or buffaloes. It is expected that yields will continue to grow fast and contribute more to production growth. In both countries, the vast majority of production will be consumed domestically as few fresh products and dairy products are traded internationally.

Production in the European Union, the second largest producer, is projected to grow more slowly than the world average. The European Union’s medium-term growth is due to a small increase in domestic demand (cheese, butter, cream, and other products) as well as an increase in global demand for dairy products. Growth in EU milk production will stem from an increase in milk yields, which are projected to grow at 1.1% p.a. over the next decade. Dairy herds are expected to go on a declining trend again (-0.5% p.a.) following an increase in the early years of the projection period in response to the abolition of milk quotas. The European Union production originates from a mix of grass-based and feed-based production systems. In addition, a growing share of milk produced is expected to be organic; more than 10% of dairy cows today are in organic systems in Austria, Sweden, Latvia, Greece, and Denmark. About 3% of European Union milk production at present comes from organic farms with relatively low yields, but a considerable price premium for milk. The highest average yield per cow is expected to occur in North America as the share of grass-based production is low and feeding is focused on high yields (Figure 3.2.1). Cowherds in the United States and Canada are expected to remain largely unchanged and production growth to originate from further increases of what are already high yields. As domestic markets are saturated and the milk fat demand continues to increase, US exports will mostly be in the form of SMP.

**Figure 3.2.1. Milk production and yield in selected countries and regions**



Note: The yield is calculated per milking animal (mainly cows but also buffaloes, camels, sheep and goats) Source: OECD/FAO (2019), “OECD-FAO Agricultural Outlook”, OECD Agriculture statistics (database), <http://dx.doi.org/10.1787/agr-outl-data-en> . StatLink 2 <http://dx.doi.org/10.1787/888933958961>

### 3.3. World Consumption

Most of dairy production is consumed in the form of fresh dairy products. The share of fresh dairy products in global consumption is expected to increase over the coming decade due to stronger demand growth in India and Pakistan in particular, which in turn is driven by income and population growth. World per capita consumption of fresh dairy products is expected to increase by 1.0% p.a. over the coming decade, slightly faster than over the past ten years, driven by higher per-capita income growth (rising middle-class).

The level of milk consumption in terms of milk solids per capita will vary largely across the world (Figure 3.1). One reason is tied to income per capita but the impact of regional preferences will also be an important factor. For example, the per capita intake in India and Pakistan is expected to be high, but low in China. In all countries, the share of processed dairy products in the overall consumption of milk solids is expected to be closely related to income.

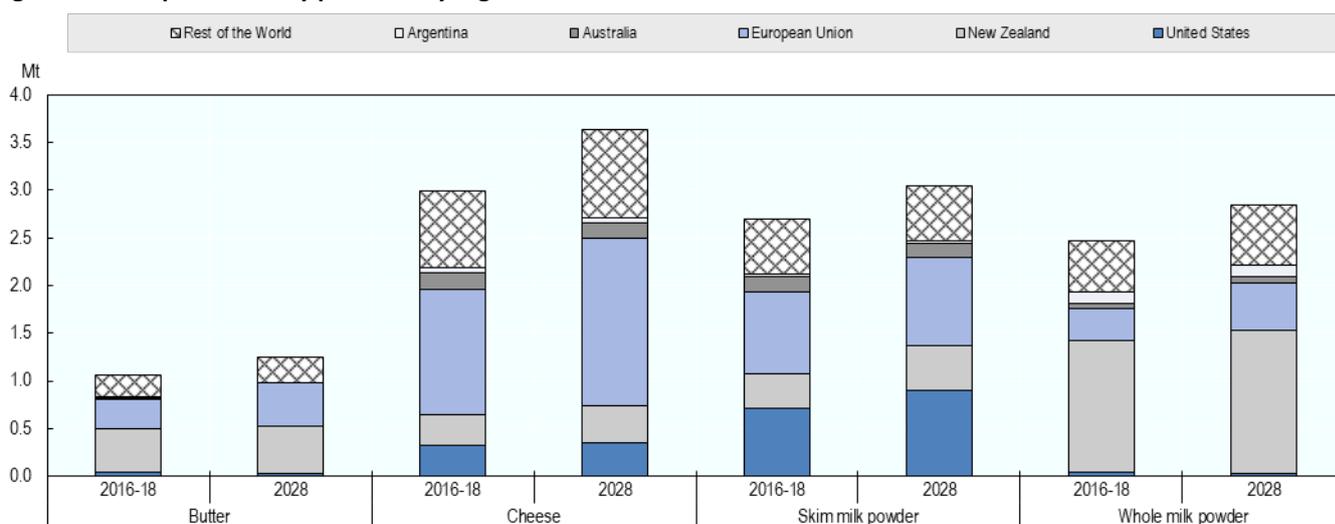
In Europe and North America, overall per capita demand for fresh dairy products is declining, but the composition of demand has been shifting over the last several years towards dairy fat, e.g. full-fat drinking milk and cream. This is to some extent due to recent studies that have shed a more positive light on the health benefits of dairy fat consumption, as well as to growing consumer preference for taste and less processed foods.

Cheese consumption, the second most important dairy product in terms of milk solids, occurs primarily in Europe, North America and Oceania, and per capita consumption is expected to continue to increase. The dominant use of SMP and WMP will continue to be in the manufacturing sector, notably in confectionary, infant formula, and bakery products.

### 3.4. World Trade

The four major exporters of dairy products in the base period are New Zealand, the European Union, the United States, and Australia. These four countries are expected to jointly account for around 75% of cheese, 78% of WMP, 79% of butter, and 81% of SMP exports in 2028. In the case of WMP, Argentina is also a main exporter, and is expected to account for 5% of world exports in 2028. In recent years, Belarus became an important exporter, orientating its exports primarily to the Russian market.

**Figure 3.4.1. Exports of dairy products by region**



Source: OECD/FAO (2018), “OECD-FAO Agricultural Outlook”, OECD Agriculture statistics (database), <http://dx.doi.org/10.1787/agr-outl-data-en> . StatLink 2 <http://dx.doi.org/10.1787/888933958980>

The European Union will continue to be the main world cheese exporter, followed by the United States and New Zealand. It is projected that the European Union’s share in world cheese production will be around 48% in 2028, and sustained by increased cheese exports to Canada via the CETA agreement and to Japan following the ratification of the bilateral trade agreement in 2019.

**3.5 Main World issues and uncertainties**

World production may be constrained because of unforeseen weather events, which affect grazing-based milk production, the dominant production method worldwide. Climate change increases the chances of drought, floods and disease threats, which can affect the dairy sector in several ways (price volatility, milk yield, cow inventory adjustments).

The seasonality of milk production in the case of grass-based systems resulted in seasonal variation of international prices with peaks around the mid of the calendar year, especially for butter. This development was more visible during the period of high butter prices in recent years.

Environmental legislation can have a strong impact on the future development of dairy production. Greenhouse-gas emissions from dairy activities make up a high share of total emissions in some countries (for example New Zealand, Ireland). Any changes in related policies could affect dairy production. The increase trends toward sustainable practices such as water access and manure management are additional areas where policy changes could have an impact.

In recent years, the role of plant-based dairy substitutes (e.g. soya, almond, rice and oat drinks) in the fluid milk sector has increased in many regions, e.g. North America, Europe and East Asia. Causes include lactose intolerance but also discussions on the health and environmental impact of dairy. Growth rates are strong from a low base, but conflicting views exist regarding the environmental impact and relative health benefits of plant-based dairy substitutes. As a result, there is again uncertainty on the long-term impact this will have on dairy demand.

Changes or creation of trade agreements would affect dairy demand and trade flows. For example, large amounts of cheese and other dairy products are traded between the European Union and the United Kingdom, and this could be affected by Brexit, while the USMCA is expected to influence dairy trade flows in North America. The Russian Federation’s embargo on several dairy products from major exporting countries is expected to end in 2019 and imports are expected to increase slightly, although they do not seem likely to return to the pre-ban levels.

**3.6 U.S. Cheese Consumption and Market Trends**

The United States is a mature market for cheese. Historically cheddar and cheddar types were produced with technology coming from England. Afterwards, each wave of immigration brought with it regional and national specialties. These new products have entered the American psyche and cuisine, and many are an intricate part of eating habits today. Several areas in the country have specialized in the production of dairy products including cheese. Americans consume an average of 15.5 kilos (34 lbs.) of cheese annually. In the past few decades, a proliferation of artisan and specialty cheeses are being produced most of them based in the European style. This new affinity with cheese has sparked an interest in American made and imported specialty cheeses, mostly in larger metropolitan areas led by a younger more affluent population, in particular Millennials. An interest in food traceability, sense of place, clean labels, convenience, flavor innovation, authenticity and health are driving consumers to the cheese category. Today, cheese holds the number one spot on the list of categories in specialty food sales – \$4.3 billion dollars in 2015 representing 7.7% of the entire \$120.5 billion dollar US specialty food industry.

Currently, the demand for natural cheese is driving the U.S. cheese market. In addition to this, elevated awareness about the high nutritional value of cheese is fueling the U.S. cheese market. Cheese is a good source of sodium, protein, calcium, and other nutrients.

While it is true that Americans are drinking less milk, demand for other U.S.-produced dairy products continues to grow. Domestically, Americans are eating more cheese, yogurt, and butter, which more than offsets declines in fluid milk consumption. The rest of the world is also demanding more U.S. dairy products. Over the past ten

years, U.S. milk production has increased by 13%, accommodating domestic and international demand growth, which has resulted from rising incomes and the expansion of quick-service restaurants. Lower milk prices have also encouraged cheese manufacturers to increase production, leading to high stock levels. High stocks coupled with weak domestic prices means consumers are unlikely to face any sticker shock in the near future.

According to USDA data, Americans drank 149 pounds of milk per capita in 2017, down from 247 pounds in 1975. Over the same period, per capita consumption of cheese grew from 14.3 pounds to 36.9 pounds. The 22.6-pound increase in per capita cheese consumption over this period equates to 226 pounds of milk because it takes about 10 pounds of milk to produce a pound of cheese (see chart below). As a result, the 98-pound annual decrease in fluid milk consumption has been more than offset by the 226-pound increase in milk used to manufacture cheese. The cheese category has grown over several decades as demand for natural cheeses like American (which includes cheddar, Colby, and jack cheeses) and Italian-style cheese (dominated by mozzarella) has grown – from an annual average consumption of 11.7 pounds and 10 pounds per capita, respectively, in 1995 to more than 15 pounds each in 2017. Of the nearly 7 pounds of per capita cheese consumption not associated with the American or Italian categories, cream cheese is the next largest category, with 2.6 pounds of annual consumption, followed by Swiss cheese, with 1.1 pounds, and Hispanic cheese, with 0.8 pounds per person.

Although its growth at retail has slowed down in recent years, the natural cheese category is still gaining ground. Dollar sales in the total category rose 1% to \$12.9 billion during the 52 weeks ending Aug. 12, 2018, data from Chicago-based market research firm IRI show. Unit sales increased 1.5%.

However, cheese’s future — on both the retail side and the even larger foodservice side — remains bright. According to a June 2018 report from Allied Market Research, Portland, Ore., the overall U.S. cheese market was valued at \$32.3 billion in 2017, and is projected to reach \$40.5 billion by 2025. That forecast reflects a respectable compound annual growth rate of 2.8% between 2018 and 2025.

**Trends:**

**Convenience/Snacking** Wielding a huge influence on the cheese segment is consumers’ desire for convenience. In fact, it appears to be the “most influential trend” some companies have seen in 2018. Consumers and companies alike want products in a convenient format, ease of use with high-quality cheese is a priority for both consumers and restaurants.

The rise of snacking cheeses align with the convenience trend. Snacking cheeses with compartmentalized packages as well as dried cheeses converted into bars and bite-sized packaging for snacking are among the most innovative in the cheese category.

Cheese in these unique packs serves as a key protein source to get double-digit grams of protein within the 100- to 200-calorie range, while the dried cheese snacks provide true on-the-go convenience — all key selling points for today’s American consumer.

An opportunity, within the snack cheese segment, can be found with Generation Z. These young consumers have an adventurous flavor palate, and want more than the standard mozzarella stick for at-school snacking.

Ready to serve cheeseboard help consumers navigate a very cumbersome category and put together the perfect cheeseboard conveniently, it even suggests wine and beer pairings to help impress family and friends. The convenience minded offering aims to ease the stress of holiday entertaining.

Flavored cheese options also are on trend cheeses with spices or herbs. Consumers are gravitating more and more often to authentic and intense flavor profiles. One producer started with flavors like merlot, espresso on the rind to give a touch of flavor, now they have introduced to citrus ginger and chai. Flavors are one of the most exciting innovations within the domestic cheese category.

Flavors have been a growing presence on menus both at retail and with foodservice, with blends for melting, dishes like mac-and-cheese or something unique.

Although cheddar and mozzarella, sans extra flavors, remain the “headlines of the cheese world” in terms of sales volumes and consistent growth, the specialty cheese flavors such as garlic, dill, chipotle and Buffalo sauce are experiencing the greatest growth.

Other flavored cheeses making a grand entrance this year include flavored fresh goat cheeses & cheddars. The goat cheeses, sold in 4-ounce logs, come in clover blossom honey, wild blueberry lemon and thyme, and smoky pepper jelly flavors. Meanwhile, 6-ounce packages of cheddar are offered in horseradish; bacon and jalapeño; chipotle and onion; and roasted garlic and herb varieties.

Today’s consumers are also looking for minimal processing and maximum flavor. That reality gives natural cheese an advantage over processed cheese — but it also is encouraging the entire cheese segment to take “natural” to new heights. We see the industry responding with clean labels, more transparent labeling and fewer ingredients. Today’s consumers expect their food to be clean — and the companies that make that food to be transparent. It is more important than ever before for dairy companies to be honest with consumers about how their products are made. For their part, retailers are looking for cheeses that communicate the position of great taste and nutrition on the natural cheese side.

Natural cheese provides the clean nutrition label consumers are seeking in a fresh product with a lot of flavor. Organics and grass-fed are also items retailers are stocking to address consumer preferences.

### **U.S. Challenges**

Despite consumers’ continued love for cheese and a positive future forecast, the category is not without its challenges. For one thing, it is crowded.

One of the biggest challenges is how to stand out, differentiate products and get shoppers excited about picking up “your” cheese in store? Sampling and education can go a long way to address this challenge. Dairy processors need to stay ahead of trends and work with retailers to ensure their products are available in stores and via retailers’ click-and-collect websites.

They also need to find new avenues to market their cheese products and stay relevant in the minds of ever-evolving consumers.

Ongoing trade disputes, too, have been negatively affecting the cheese category. A reality over which processors have little control. However, processors could tap into other growth opportunities. One such opportunity is foodservice, which is growing at a greater rate than retail.

Despite the challenges, cheese consumption within the U.S. continues to grow. In fact, the category still has plenty of room to expand. Globally, Americans rank 19th in cheese consumption, at 36.9 pounds annually, which remains far behind ... France, where the average person consumes 55 pounds of cheese each year.

### **3.7 US/EU Trade Cow’s Milk cheese, highlighting other soft ripened, incl. Goat’s Milk cheeses**

Cheese exports in 2018 were roughly on par with 2017 levels. The United States remained the EU-28’s largest export market, followed by Japan, Switzerland, and South Korea. 2019 cheese exports will increase in comparison to 2018 because of higher production and higher demand from world market. During first two months of 2019, cheese exports increased by seven percent because of higher shipments to South Korea and the United States. Cheese imports are projected to remain within established import quotas.

Below a series charts, show the evolution of EU and French cheeses to the United States in value (Euros) and volume (tons). Hard-pressed cheeses represent the bulk of EU exports. While the category remains stable, other categories are gaining ground in such as soft-ripened cheeses, including goat. This is particularly apparent when focusing on the French cheese offer, one of the most diverse in Europe.

As shown in Figure 3.7.1, France dominates the soft-ripened category, which includes goat cheeses, and represents close to 80% of EU exports in the category in value. France represents 20% of all EU cheeses exported to the United States, over 178 million euros of the 958 million euro total value of EU cheese exports. All things remaining equal EU projected exports will remain constant for the immediate future barring any major trade disruptions.

**Figure 3.7.1. EU & French Cheese exports to the U.S. (Part France, highlighting other soft-ripened cheeses including goat & total) (Value in €)**

		2015	2016	2017	2018	2019 est.	2020 proj	2021 proj	2022 proj	2023 proj
France	Other soft-ripened incl.	31,659,927	33,407,452	33,227,512	30,941,606	36,558,133	37,896,799	39,284,484	40,722,982	42,214,155
Europe		37,034,168	38,819,393	39,041,438	36,987,651	45,083,483	47,355,582	49,742,189	52,249,076	54,882,303
% France		85%	86%	85%	84%	81%	80%	79%	78%	77%
France	Goat									
France	TOTAL CHEESE	158,255,807	165,191,879	158,752,377	176,610,673	178,518,112	183,976,750	189,602,300	195,399,865	201,374,705
Europe		904,732,763	887,916,241	872,447,626	876,817,472	958,313,914	972,197,865	986,282,965	1,000,572,129	1,015,068,312
% France		17%	19%	18%	20%	19%	19%	19%	20%	20%

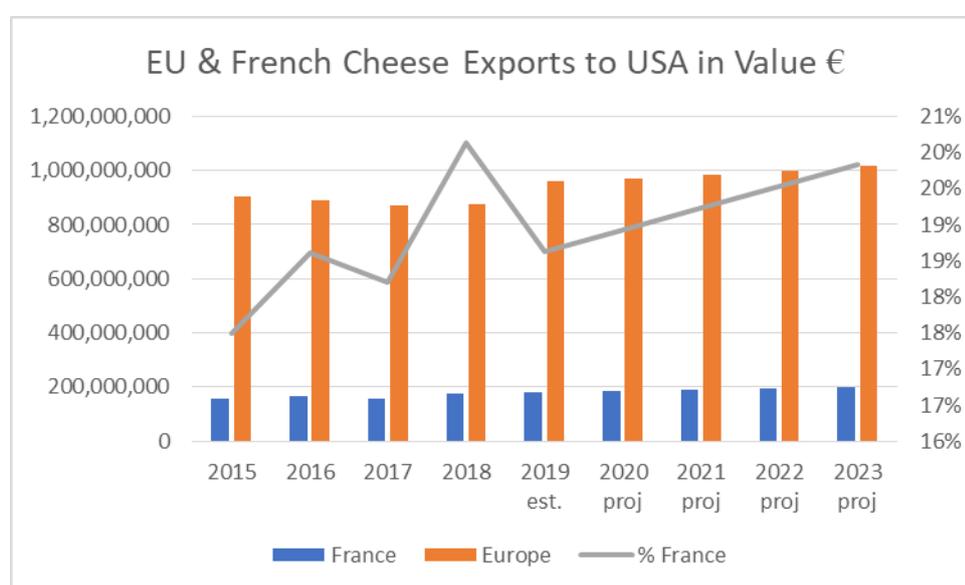
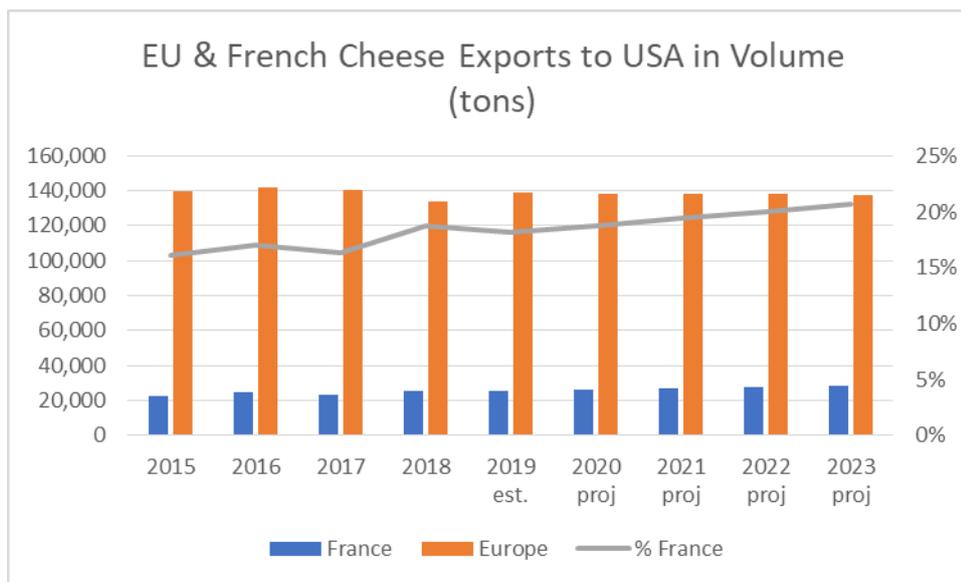


Table 3.7.2 Volume wise, France remains a strong presence with soft-ripened cheeses, including goat cheese, within the context of EU exports in the category. French soft-ripened cheeses, including goat cheeses, average 78% in volume in the category.

France represents 18% on average of all EU Cheese exports to the United States by volume or 25,000 tons of 138,500 tons.

**Figure 3.7.2. EU & French Cheese exports to the U.S. (Part France, highlighting other soft-ripened cheeses including goat & total) (Volume, in tons)**

		2015	2016	2017	2018	2019 est.	2020 proj	2021 proj	2022 proj	2023 proj
France	Other soft-ripened incl.	4,003	4,084	3,922	3,463	3,955	3,943	3,931	3,919	3,907
Europe		4,865	5,019	4,961	4,276	5,045	5,091	5,138	5,184	5,232
% France		82%	81%	79%	81%	78%	77%	77%	76%	75%
France	Goat									
France	TOTAL	22,494	24,289	23,036	25,013	25,289	26,041	26,815	27,611	28,432
Europe		140,068	142,219	140,684	133,628	138,887	138,593	138,300	138,008	137,716
% France		16%	17%	16%	19%	18%	19%	19%	20%	21%



### 3.8 Regulations for importing dairy products

Milk, cream, ice cream, butter and many cheeses are subject to quota restrictions administered by both CBP and the [Department of Agriculture](#).

All dairy products are subject to Department of Agriculture's [Animal and Plant Health Inspection Service](#) (APHIS) requirements. They are also subject to [Food and Drug Administration](#) (FDA) requirements.

Milk and cream may not be imported without a permit from the FDA. The wrappers or cartons for these products must be printed with the country of origin.

Finally, all commercial imports of food and beverage products require the [filing of Prior Notice](#) with FDA, and foreign manufacturers and/or distributors of food products must [register](#) with the FDA before their goods may be admitted.

Note: Milk and milk products from goats must be accompanied by a USDA import permit if from regions classified as affected with foot-and-mouth disease (FMD) or Rinderpest.

### 3.9 Dairy Import Licensing Program

Import licensing is one of the tools USDA uses to administer the tariff-rate quota (TRQ) system for U.S. imports of dairy products. For dairy products subject to TRQs, a license from FAS is generally required to import items at the low-tier tariff rate. Individuals must apply annually for a license between Sept. 1 and Oct. 15.

Under these TRQs, a low tariff rate, called the low-tier rate, applies to imports up to a specified quantity. A higher tariff rate, called the high-tier rate, applies to any imports in excess of that amount.

TRQs replaced Section 22 import quotas for dairy products on Jan. 1, 1995, as a result of the Uruguay Round Agreement. High-tier tariff rates were reduced by 15 percent in the six years after the agreement's implementation in 1995, while quantities subject to low-tier rates were increased gradually over that same period. TRQ rates and quantities vary by product.

No license is required to import products at the high-tier rate, to import products for an agency of the U.S. government, or to import products for personal use, as long as net weight does not exceed 5 kilograms (11 pounds) in any one shipment.

### 3.10 Cheese labeling

In the United States, the Nutritional Facts label lists the percentage supplied that is recommended to be met, or to be limited, in one day of human nutrients based on a daily diet of 2,000 calories.

The label begins with a standard serving measurement, calories are listed second, and then following is a breakdown of the constituent elements. Always listed are total fat, sodium, carbohydrates and protein; the other nutrients usually shown may be suppressed, if they are zero. Usually all 15 nutrients are shown: calories, calories from fat, fat, saturated fat, trans fat, cholesterol, sodium, carbohydrates, dietary fiber, sugars, protein, vitamin A, vitamin C, calcium, and iron.

Proposed changes included a new design requiring serving sizes to accurately reflect how many servings the average individual is actually consuming. The new recommendation also proposed removing “calories from fat”, and instead focusing on total calories and type of fats being consumed in a product. The proposed labels were to also list how much sugar is added (rather than inherent) to a product, as well as declaring the amount of Vitamin D and potassium in a product. Some of these changes sparked a major debate between the food industry and public health agencies. The proposal to indicate sugar added during food production, in particular, was brought forward by the FDA as a measure to counter the increase in per capita sugar consumption in the US, which over the last decades exceeded the limits recommended by scientific institutions and governmental agencies.

The rules for the new design were finalized on May 20, 2016. Manufacturers were initially given until July 26, 2018 to comply (or July 26, 2019 if they have less than \$10 million in annual food sales). A proposed rule by the FDA would extend the compliance deadline to January 1, 2020 (or January 1, 2021 for qualified small business). For food and dietary supplement labeling purposes the amounts of vitamins and nutritionally essential minerals in a serving are expressed as a percent of Daily Value (%DV). Many of the definitions of 100% Daily Value were changed as part of the revision.

### Distribution

#### Retailers

There was a time when nearly everybody in the United States would go to a local supermarket to buy his or her food. Times have changed – today people buy their food at a variety of retail formats both in-store and on-line. When people talk about grocery stores, they are most often referring to ‘retail food stores’ in general to include traditional supermarkets. While the conventional supermarket still accounts for the most number of stores, there is a variety of other store formats fighting for a share of the \$641 billion US grocery business. Of this total Walmart accounted for almost \$318 billion alone in 2018, making it the largest seller of grocery and food products. The Kroger Co. was the second largest as it accounted for over \$122 billion in 2018. Below is a list of Retail grocery types, those with an asterisks (\*) carry imported cheeses:

#### Conventional Supermarkets\* – 26,149 stores

A market that offers a complete line of groceries, meat and produce with a minimum of \$2 million in annual revenue, at least 9% of which comes from GM/HBC. Stores typically carry approximately 15,000 items. Many stores offer bakery, deli, banking and other services. May be part of a national or regional chain but could be an independent. Examples Albertsons, Kroger & Publix

#### Limited Assortment Grocery Store\* – 3,680 stores

Retailers that offer a limited assortment of brands, often, to just a few thousand SKUs. One of these brands often include the store brand, and just one or two other brands, rather than offering 20 brands of paper towels like major retail chains. Examples: Aldi, Lidl, Trader Joe’s and Save-A-Lot

#### Supercenters\* – 4,412 stores

A store larger than 50,000 square feet that offers a full line of groceries, meat and produce as well as containing other food departments. Supercenters are also mass merchandisers offering non-food products. Examples: Target and Wal-Mart SuperCenters

### **Warehouse Grocery – 389 stores**

No-Frill stores that offer discounted items intended to move at higher volumes. Unlike warehouse clubs, warehouse stores do not require a membership or membership fees. Warehouse stores also offer a selection of merchandise sold in bulk. Examples: Food 4 Less and Super Save Foods

### **Conventional Club Stores\* – 1370 stores**

Similar to Warehouse Grocers in that they offer discounted items available in bulk however these retailers require a membership to be able to shop in their stores in their club stores. Examples: Sam’s Club and Costco

### **Natural/Gourmet Stores\* – 3507**

Sells specialty food products and/or health foods and nutritional supplements. Both Natural and Gourmet stores tend not to be price-sensitive and sell many items at a premium. They often focus on local and organic food as well as imported items that are not carried by large conventional supermarkets. Examples: Whole Foods Market

### **Military Commissaries – 170 stores**

Stores for military personnel that are run by the United States Defense Commissary Agency. Commissaries primarily sell grocery items and are similar to supermarkets, providing service members with most of the same available in the United States regardless of where they are stationed abroad.

Not included in these figures are nearly 155,000 convenience stores which sell a limited assortment of food products most often focused on snack foods, fast foods and ready to eat.

**Importers/Distributors:** Companies detaining import licenses and serving as intermediaries between producers, exporters and US retailers. Examples include Sysco, Atalanta, Gourmet Foods International, Petersons, World’s Best Cheese and Seacrest, among others.

## **ARTICLE 4: DESCRIPTION OF THE SERVICES**

### **4.1 CONTENT OF THE SERVICES**

#### **4.1.1. FIRM TRANCHE**

Firm tranche must be completed by **06 April 2020 by noon ET.**

The successful tenderer shall:

1- Prepare all Activity Forms according to the model imposed by the European Union and provided by the purchasers:

- Definition of the Work and Activity Lots
- Detailed description of the activity
- Precise list of deliverables for the 3 years of the program
- Quantify deliverables
- Result Indicators
- Budget analysis / cost by post

2- Help writing and proofreading the entire application before submission to the European Commission.

#### **4.1.2 CONDITIONAL TRANCHE**

The aim of this tender is to deliver a follow-up to the previous Cheese program in USA. In addition, it will have to deliver new avenues of promotion and communication based on the results of the previous three-year program (<http://cheesesofeurope.com>): **2018 – 2020 Reference N° 779 470 Simple Program**

## Information Provision and Promotion Measure Concerning EU Cheeses in the United States of America 2018-2020 in accordance with EU Regulation No. 1144/2014.

It will have to include goat cheeses, which were subject to a separate program so far (for more information see <http://goatcheesesoffrance.com>).

**Visibility allocation: Cow's milk cheeses will receive 2/3 of exposure and goat's milk cheeses 1/3 in all the actions implemented within the framework of this program.**

### - GENERAL OBJECTIVES

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- OBJECTIVE 1: TO EDUCATE & RAISE AWARENESS OF COW & GOAT'S MILK EUROPEAN CHEESES
- OBJECTIVE 2: INCREASE THE LEVEL OF KNOWLEDGE OF FOODIE AND CONSUMER TARGETS
- OBJECTIVE 3: INCREASE THE MARKET SHARE OF EUROPEAN CHEESES BY SUPPORTING EXPORTS

The general objective of the information provision and promotion measures is to enhance the competitiveness of the Union agricultural sector.

The specific objectives of the information provision and promotion measures are to:

- (a) Increase awareness of the merits of Union agricultural products and of the high standards applicable to the production methods in the Union
- (b) To recognize the European cheese culture made up of a wide variety of cheeses, their flavor and their excellent quality, whether industrial or artisanal cheeses, spreadable or not, soft or hard.
- (c) Consumer top-of-mind awareness of the European dimension of cheese, its culture, demonstrating that cheese is an exemplary product of European agriculture.
- (d) To improve the level of knowledge about European cheeses and its merits among the targets: high-end revenue consumer and particularly the foodies
- (e) Strengthen the use of cheese (its uses, its means of consumption), integrating it into local culinary cultures, demonstrating its daily use
- (f) Show that cheese is an authentic product and therefore highlight the specificities of European cheese in terms of authenticity, quality, taste, tradition, through regular use.
- (g) Support all European cheese markets to better position it against other imported cheeses (New Zealand, Australia ...), local cheeses.
- (h) The general objective of the campaign is to become the authority of French cheese (cow and goat's milk) within the context of EU imported cheeses.
- (i) Focus on creating quality content to draw foodies to the website and campaign matter.
- (j) Influence the foodie community and subsequently their followers by broadcasting content through their channels.
- (k) Reinforce French cow & goat's milk cheese consumption as a pleasurable everyday staple to foodies and food adventurers.
- (l) Reinforce French cow and goat's milk cheeses to trade (importers/distributors/retailers)

**\*This call for tender focuses on the promotion of quality European cheeses, in particular French cheeses produced in France using cow and goat's milk. Similar cheeses not produced in EU/France cannot be included.**

### - STRATEGY OF THE PROGRAMME

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The strategy of the campaign is to promote and rapidly position French and EU cheese begat of EU Agriculture and better position it in relation to other imported cheeses (New Zealand, Australia ...) but also against local cheeses.

The program targets to increase knowledge and accessibility of cheese by:

	Collective information and communication campaign in favor of European Cow & Goat's Milk Cheeses in USA 2021-2023	Page 13 / 22
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- Targeting the use of cheese in line with local consumption habits but also in line with major international trends promoting European gastronomy and therefore the products used
- Improve in-store visibility to use as a vector for consumer education
- Promotion and communication actions that will enable the targets to be aware of how to enjoy/incorporate cheese
- Finally, to increase the volumes of European cheese exports
- Directly reach the targets by relying on the proposed communication actions

The proposed strategy aims to increase the consumption of European cheese in the target market by developing event actions, in-store demos and information actions in order to obtain a fast return based on the following levers:

1. Reinforce the image, the knowledge and therefore the recognition of European cheeses
2. To highlight the dimensions and the ease of use of European cheese through the variety of uses and everyday consumption
3. Promote cheese that represents both a culture and a European heritage by insisting on:
  - The specificity of cheese as an inimitable product
  - An essential product from European agriculture
  - The practicality - adapts to multiple uses, to multiple preparations and moments of consumption
  - The natural and authentic character of cheese, an environmentally friendly product, made from raw materials of excellent quality and subjected to high safety standards.

The strategic choices to achieve the objectives are:

- Raise awareness among foodies/food adventurers
- Educate foodies/food adventurers and web users through web tools, while developing a viral communications strategy based on social networks. Links can connect to websites such as members companies, recipe corners, magazines or related articles. It is also possible to create web pages for specific events/campaigns
- Raise awareness among the media and key influencers through dedicated media relation tools (such as press releases and media kits) and meetings with journalists (events, conferences, workshops, etc.)
- Raise awareness among the media and foodies/food adventurers through events such as pop-up stores or deskside tours or any other events likely to generate media coverage, etc.
- Raise awareness among professionals (importers/distributors of French cheeses)

#### **- MAIN MESSAGES TO BE COMMUNICATED**

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- The production of educational/informational documents including the EU's production methods, particularly, in terms of food safety, traceability, authenticity labelling, clean labelling, nutritional and health aspects, animal welfare, respect for the environment and sustainability.
- Recipe cards or booklets suited to the country's culinary tastes
- The posting of content on social networks: background documents, photographs, recipes, videos, etc.
- Raise awareness of the authenticity of EU protected designation of origin (PDO), protected geographical indications (PGI) and traditional specialties guarantee

#### **- TONE AND AREAS OF CREATIVE FOCUS**

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Contemporary, based on pleasure, quality and tradition, while relating it to what appeals to the American foodie/food adventurer. Tone should be non-intimidating, accessible and trendsetting.

The agency may propose any art direction that it deems relevant but it must include the catchphrase: "Make It Magnifique" to show continuity with previous Cheeses of Europe campaigns and allow for consumer recall.

The agency will propose a generic campaign hook 'Europe' (1st intent) supplemented by a catch phrase 'France' (2nd intent) and "Make it Magnifique."

## EU General Requirements for origin mention in all information and promotional material

1. The main message of the program shall be a European Union (EU) message and shall not focus on a specific origin.
2. Any mention of origin shall fulfil the following cumulative conditions:
  - (a) it shall not amount to a restriction of the free movement of agricultural and food products in breach of Article 34 of the Treaty on the Functioning of the European Union;
  - (b) it shall not encourage consumers to buy domestic goods solely by virtue of their origin and shall refer to the particular properties of the product rather than the sole origin; and
  - (c) it shall complement the main EU message. 13.10.2015 L 266/16 Official Journal of the European Union
3. The main Union message of the program shall not be obscured by material related to the origin of the product, such as pictures, colors, symbols or music. The mention of origin shall appear in a separate area from that devoted to the main Union message.
4. The mention of origin on information and promotional material shall be limited to visual material. No mention of the origin shall be made in audio material.

## - RESOURCING STRATEGY

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- Inform priority targets through events or other actions demonstrating the importance of cheese as part of a balanced daily diet
- Inform targets by means of proprietary tools to develop an actual viral communication strategy
- Raise press and influencer awareness

## 4.2 PERFORMANCE OF THE SERVICES

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**4.2.1.** In order to allow the purchasers to monitor the progress of the activities and compliance with the obligations arising from the co-financing by the European Union, the successful tenderer shall produce and attach to each of its invoices, during the entire term of the contract, within 30 days from the end of each quarter as from the time the contract takes effect:

- **A “quarterly technical report”, to be drafted in French** in accordance with the template that will be provided by the purchasers, containing (i) a description of the activities planned and carried out with justifications, as the case may be, for any discrepancy vis-à-vis the activities planned and (ii) copies of the materials and visual media used;
- **A “quarterly financial report”, to be drafted in French** in accordance with the template that will be provided by the purchasers, breaking down the costs and/or expenses actually incurred by the successful tenderer per activities; and
- **Supporting documentation for each of such costs and/or expenses and proof of their payment by the successful tenderer and in particular:**
  - (i) the invoices of the successful tenderer’s subcontractors to which shall be appended proof of payment of said invoices by the successful tenderer (copy of the successful tenderer’s bank statements),
  - (ii) the invoices of the subcontractors of the successful tenderer’s subcontractors to which shall be appended proof of payment of said invoices by the successful tenderer’s subcontractors (copy of the bank statements of the successful tenderer’s subcontractors),
  - (iii) If appropriate, the itemized timesheets of the successful tenderer’s operators (one timesheet per budget line) and of the operators of the successful tenderer’s subcontractors.

At the end of each 12-month period (Phase), the successful tenderer shall produce and attach to the last invoice, within 30 days from the end of the Phase:

- **An “annual technical report”, to be drafted in French** in accordance with the template that will be provided by the purchasers, containing (i) a description of the activities planned and carried out, with justifications, as the case may be, for any discrepancy vis-à-vis the activities planned and (ii) copies of the materials and visual media used;
- **An “annual financial report” to be drafted in French** in accordance with the template that will be provided by the purchasers, containing (i) an expenditure reporting table per activity and (ii) a financial statement for reporting Phase.

At the end of the contract, the successful tenderer shall produce and attach to the last invoice, within 30 days from the end of the contract a “final technical report” **to be drafted in French** in accordance with the template that will be provided by the purchasers, containing (i) an overview of the activities carried out and the results of the actions and (ii) a summary to be published.

**4.2.2.** In addition, to allow the progress of the activities to be monitored, the successful tenderer shall submit, each action and/or deliverable to the prior written approval of the purchasers within a reasonable time that will be defined by mutual agreement, before they are performed, produced and/or published.

## ARTICLE 5: PRICE OF THE CONTRACT

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The prices are all-inclusive. They are detailed in the deed of commitment per type of action proposed with the corresponding fees. These prices are expressed in euros and include all tax and other charges applicable to the services as well as all associated expenses.

- **Firm tranche: €4000.00 (four thousand euros) excluding VAT.**
- **Conditional tranche: €2,000,000.00 (two million euros) excluding VAT/year.**

**Budget allocation: 2/3 of the budget is distributed for cow’s milk cheeses and 1/3 of the budget for goat’s milk cheeses.**

The total amount of the contract cannot under any circumstances exceed €2,000,000.00 (two million euros) excluding VAT/year, including the purchasing of space, evaluation, management charges and fees.

**The amount of the agency's fees cannot exceed 15% of the total amount of the activities effectively done and/or coordinated, excluding the purchasing of space, and the amount of the agency's fees for the purchasing of space cannot exceed 5% of the amount of the Space Purchasing budget effectively incurred.**

## ARTICLE 6: INVOICING AND SETTLEMENT TERMS AND CONDITIONS

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### 6.1 Invoicing terms

#### Firm tranche

The CNIEL, in its official capacity as coordinator, will make payment upon production of the invoice and provided the successful tenderer has performed its obligations and delivered the deliverables described in Clause 4.1.1 of these Specifications, within 30 (thirty) days from the end of the month in which the invoice is received.

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### Conditional tranche

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

Each of the invoice shall in all cases be accompanied by all elements described in the article 4.2.1.

### 6.2 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.

Invoices shall be sent to the following address:  
CNIEL – *service comptabilité* (accounting department)  
42 rue de Châteaudun  
75 314 PARIS cedex 09  
France

## ARTICLE 7: PERIOD OF THE CONTRACT

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The period of the **firm tranche** is from the time the successful tenderer is notified thereof until the application for co-financing is submitted to the European Union

The period of the **conditional tranche** is 36 months.

The contract is not renewable.

The contract, which is entered into subject to written co-financing authorization 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 purchasers and the Member State, represented by France-AgriMer.

## ARTICLE 8: PLACE WHERE THE CONTRACT WILL BE PERFORMED

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

## ARTICLE 9: OBLIGATIONS OF THE SUCCESSFUL TENDERER

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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 that is confidential by its nature, the context in which it was obtained, or by virtue of its being reported as confidential, 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 purchasers' express agreement;
- To comply and ensure that subcontractors comply with the principles of data protection in accordance with the Data Protection 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 Program and the Actions, on pain of not being eligible for the expenses incurred and, unless otherwise instructed by the purchasers, to reproduce the logos detailed below:

- **Logo of the European Union** (flag) plus the phrase: FINANCED WITH AID FROM THE EUROPEAN UNION translated into the language of the target country / countries
- **European "Enjoy, It's from Europe" logo**
- **Logo of Fromage de France**
- **Logo of the Original Chèvre**



Downloading of the European logos and the charters:

[http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions\\_fr.htm](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](http://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_fr.htm)

- To make all reasonable efforts to obtain the best rates from media. The purchasers will have the benefit of all commissions, discounts, rebates and/or reimbursements that the Agency may obtain in connection with the implementation of the contract. Likewise, the Agency undertakes to credit to the purchasers account any income arising directly or indirectly by the implementation of the Contract and,

in particular, any interest that the Agency collects from the investment of any amount from the purchasers.

- Not to be bound, during the period of the contract, by an agreement with a third-party concerning campaigns that are likely to denigrate dairy products.

#### ARTICLE 10: SUBCONTRACTING

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The successful tenderer may also call on sub-contractors provided that it first informs purchasers 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 purchasers. Purchasers 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 impose said obligations to them.

#### ARTICLE 11: CHECKING THE PROPER PERFORMANCE OF THE SERVICES UNDER THE CONTRACT

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The purchasers reserve 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 purchasers 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 purchasers can either decide to terminate the contract in accordance with the conditions of Article 14 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 purchasers.

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 purchasers, 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 purchasers;
- 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 purchasers (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 purchasers.

Finally, the successful tenderer is reminded that checks, reviews and audits, in particular on the successful tenderer's premises, can be expedited by the purchasers, 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 12: INTELLECTUAL PROPERTY**

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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 purchasers 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 purchasers 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 purchasers.

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 purchasers 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 purchasers title to all physical media containing the works.

**ARTICLE 13: INSURANCES**

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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 14: TERMINATION**

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**14.1 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.

#### 14.2 Termination of the contract in full or in part by purchasers

The purchasers 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 the purchasers 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 one or more proposing organisations, 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 purchasers setting the amount of the inter-trade contribution.

#### ARTICLE 15 DISPUTES AND CONFLICTS

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The parties shall endeavor 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** <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R1144&from=en>

**Appendix 2 - Delegated (EU) Regulation no. 3025/1829 of 23 April 2015** <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1829&from=EN>

**Appendix 3 - Implementing (EU) Regulation no. 2015/1831 of 7 October 2015** <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015R1831&from=EN>



## TENDER RULES

**Design and implementation of a collective information and promotion campaign  
for European Cheeses  
in  
THE UNITED STATES OF AMERICA  
2021 - 2023**

**PURCHASERS:** Centre National Interprofessionnel de l'Economie Laitière [*French Dairy Interbranch Organization*] **CNIEL** and Association Nationale Interprofessionnelle Caprine [*French Goat Dairy Interbranch Organization*] (ANICAP)

**Points of contact:**

French Cheese Board/CNIEL  
428 Broadway  
New York, NY 10013  
USA

ANICAP  
42 rue de Chateaudun  
75314 Paris Cedex 09

**Attention: Charles DUQUE**  
+1 646 645 0220 / [cduque@cniel.com](mailto:cduque@cniel.com)

**Marilyne LE PAPE**  
+33 1 49 70 71 14 / [mlepape@anicap.org](mailto:mlepape@anicap.org)

**TYPE OF TENDER:** Open Tender

### Article 1: Composition of the tender file

These tender rules are intended to inform applicants of the procedures for awarding the contract **Design and implementation of a collective information and promotion campaign for European Cheeses in the United States of America 2021- 2023**. It is an integral part of the tender file, which includes the following documents:

- the notice of the competitive public tender,
- these tender rules,
- data protection agreement,
- the brief (tender specifications).

### Article 2: Division into lots

The contract is not divided into lots.

### Article 3: Deadline for receipt of applications and bids (or tenders)

The deadline for receipt of applications and bids is **10 January 2020 by noon ET**.

**Any files that are received by the purchasers after the date and time stipulated above, as well as those that do not comply with the formal requirements listed in Articles 5 and 6 will not be accepted.**

### Article 4: Period of validity of bids

Bids will be valid for 90 days as from the deadline for submitting bids.

### Article 5: Presentation of applications

Applicants must submit the presentation file for their application, which shall include, in the following order:

- Forms DC1 and DC2, duly completed, dated and signed, or the European Single Procurement Document (ESPD) – *or the equivalent document for service providers from outside the European Union*;
- the extract of profit/loss account for the last three years and, as applicable, the revenue for the business segment that corresponds to the purpose of the contract, over the last three financial years for which information is available;
- A list of similar services provided during the last three years. The applicant shall state the amount, the date and the name of the public sector or private sector client, in compliance with any confidentiality requirements.
- In the event of an application by a grouping, the applicant shall specify the form of the grouping (whether the members are jointly liable or jointly and severally liable), designate the grouping's lead company and the authorisation that empowers the lead company to make valid commitments on behalf of the grouping.
- Proof of insurance for professional risks;
- A declaration stating the applicant's average annual headcount and the proportion of management personnel for each of the last three years;
- A description of the applicant's material and human resources that provide the rationale for its capacity to perform the required services;
- The data protection agreement duly filled out and signed.

## Article 6: Presentation of the bids

**The bid** must be written in French or English and contain a technical and financial memorandum made up of the following elements:

- **The successful tenderer's technical file, comprising:**
  - A communication and promotional strategy, justifying its choices with figures and calibrated data whilst proposing precise objectives over the 3 years of the program
  - Details of the pointers for all the actions defined. The actions proposed will be based on strong messages to be communicated to the target audiences
  - Time frame for the program: the successful tenderer will propose a time frame over 3 years based on specific elements
  - A press and public relations strategy with the target press and influencers
  - A viral digital strategy
  
- **For each work package (WP), the tenderer shall propose:**
  - the organization of each action (target, activity, description of the activity/objectives, deliverables, messages to be communicated, action plan for logistics, materials produced, budget)
  - a precise scheduling for each action
  - key performance indicators (KPIs) per target which will be used as the basis for any evaluation
  - an estimate of the result for all of the program's actions

The tenderer shall submit these as a summary chart for each of its WP according to the following template (information provided as an example, see below):

The description should cover both the description of activities and the detailed analysis of the related budget.

Estimated costs should be given at the level of deliverables.

The planned activities shall be grouped into Work Packages (WP). A Work Package groups all the activities and related deliverables covered by one main line of the Detailed Budget, e.g. public relations, events, evaluation, etc.

A deliverable is a physical output of an activity, e.g. a seminar, point-of-sales action, etc. The level of details in the activities and budget presentation should answer the following about a specific activity: who, what, when, where, why.

For each activity, it is important to explain why this activity is planned (according to the objectives), define the target group(s) and their size, the period of implementation, where the activity will be organized, and the annual total costs.

Examples:

- In case of seminars: the presentation should give details on venue, agenda, participants, expected outcome, etc.
- As for the media campaigns, the presentation should give details on the overall budget invested in production and distribution of advertisements (i.e. media buy, including yearly discounts) as well as the campaign timing. It is not necessary to give details on the names of publications and TV stations. However, information such as coverage, reach, frequency, Gross Rating Points (GRP's) for the target groups reached should be given as an indication on the scope of the campaign.

The budget analysis shall provide a sufficient level of detail: using unit costs for each deliverable.

The template for description of activities and justification of the budget should be used for all Work Packages, which are planned to be implemented.

<b>Work Package</b>	6. Events		
<b>Target groups</b>	Indicate the target groups of the events		
<b>Activity</b>	Insert name of activity / or sub-activity		
<b>Description of activity</b>	Describe in detail the study tour organised		
<b>Timeline</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
<b>Deliverables</b>	1 Tour report with attendance sheets (in month 10)	1 Tour report with attendance sheets (in month 20)	1 Tour report with attendance sheets (in month 28)
<b>Budget analysis</b>	Flights and accommodation for 10 journalists/bloggers Interpretation and translation services, Hostess services Proposing Organisation A – 5 person-days	Flights and accommodation for 10 journalists/bloggers Interpretation and translation services, Hostess services Proposing Organisation A – 5 person-days	Flights and accommodation for 10 journalists/bloggers Interpretation and translation services, Hostess services Proposing Organisation A – 5 person-days
<b>Sub-total for the Activity</b>	Should correspond to the sub-amount in the Detailed budget		
And/OR			
<b>Total for the work package</b>	Should correspond to the total amount in the Detailed Budget		
<b>Implementation</b>	Implementing body X OR Proposing organisation Y		

- **The proposed budget must include:**
  - Using only column B, a precise budget for the 3 years of the program per Action (PR; Website, social media; advertising; communication tools; events; POS promotion; other; evaluation of results) according to the following template:

Headings	Years	A. Direct personnel costs	B. Direct cost of subcontracting	C. Other direct costs	TOTAL
<b>3. Website, social media</b>					
Website setup, updating, maintenance					
	Year 1				
	Year 2				
	Year 3				
Social media (accounts setup, regular posting)					
	Year 1				
	Year 2				
	Year 3				
Other (mobile apps, e-learning platforms, webinars, etc.)					
	Year 1				
	Year 2				
	Year 3				
	<b>TOTAL</b>				
<b>4. Advertising</b>					
Print					
	Year 1				
	Year 2				
	Year 3				
TV					
	Year 1				
	Year 2				
	Year 3				
Radio					
	Year 1				
	Year 2				
	Year 3				
Online					
	Year 1				
	Year 2				
	Year 3				
Outdoor, cinema					
	Year 1				
	Year 2				
	Year 3				
	<b>TOTAL</b>				
<b>5. Communication tools</b>					
Publications, media kits, promotional merchandise					
	Year 1				
	Year 2				
	Year 3				
Promotional videos					
	Year 1				
	Year 2				
	Year 3				
	<b>TOTAL</b>				

- a summary budget according to the following template (the actions are given as an example):

ACTIONS/WP	YEAR 1	YEAR 2	YEAR 3	TOTAL
Action/WP 2 PR				
Action/WP 3 Website, Social Mda				
Action/WP 4 Advertising				
Action/WP 5 Communication tools				
Action/WP 6 Events				
Total of the advertising space purchasing cost				

Total of the costs of the actions, excluding advertising space purchasing cost				
<b>TOTAL OF THE ACTIONS</b>				
Agency Fees for ad purchasing (maximum 5%)				
Agency Fees (maximum 15%)				
Evaluations of the results of the actions (maximum 3%)				
<b>TOTAL direct costs for the program</b>				
<b>PROGRAM TOTAL</b>				

**The proposed budget must include:**

- the total budget for the activities, excluding the costs of purchasing advertising space (hereinafter the “Activities Budget”);
- the agency fees for the Activities Budget, which cannot exceed 15% of the Budget of the Activities effectively done and/or coordinated;
- the total budget for the costs of purchasing advertising space (hereinafter the “Space Purchasing Budget”);
- the agency fees for the Space Purchasing Budget, which cannot exceed 5% of the Budget of the Space Purchasing effectively incurred
- The agency coordination fees and the agency fees that are specific to an activity

**Please note that the total budget allocated to the project, as stated in the tender specifications, includes the program evaluation costs (3% of the Activities Budget and of the Space Purchasing Budget in years 1 and 2, and 5% in year 3).**

**Article 7: Required legal form for the grouping of economic operators that will be awarded the contract**

Groupings of economic operators can submit bids, regardless of their legal form. If the contract is awarded, the economic operators in the grouping must be jointly and severally liable.

**Article 8: How to obtain the tender file**

The tender file is available free of charge and can be requested from Charles DUQUE [cduque@cniel.com](mailto:cduque@cniel.com) or from Marilyne LE PAPE [mlepape@anicap.org](mailto:mlepape@anicap.org) or downloaded at <http://www.filiere-laitiere.fr/en/appels-doffres>.

**Article 9: Deadline for amending the tender file**

The purchasers reserve the right to make minor changes to the tender file six days at the latest before the deadline for the receipt of applications and bids.

It will inform all applicants who requested the tender file of such amendments, under conditions that respect the principle of equality. Said applicants must then bid on the basis of the amended file, without being able to make any claims in this regard.

**Article 10: Rules on submitting applications and bids**

Applications and bids must be submitted electronically.

Applications and bids shall be sent to the following address: [cduque@cniel.com](mailto:cduque@cniel.com) and [mlepape@anicap.org](mailto:mlepape@anicap.org)

**It is recommended that bidders avoid submitting their application and their bid at the “last minute” and that they first carry out a test to ensure that they are completely familiar with how the electronic submission process works.**

Bidders should note the following additional information:

- ✓ The compatible formats that the contracting authority can read are: .zip, .xls, .doc and .pdf. Applicants are requested:
  - not to use certain formats, such as .exe files
  - not to use certain tools, in particular macros
  - to ensure that the bid file is not too large
- ✓ For grouped applications, the lead company shall be responsible for the security and authenticity of the information provided on behalf of the members of the grouping.

### **Article 11: Review of applications**

Application files will be reviewed by the Evaluation Committee in light of the administrative documents required.

Applicants will be eliminated if their economic and financial capacity and their technical and professional capacities are insufficient in light of the documents provided.

Applications for which the documents requested are absent or incomplete will not be accepted.

The purchasers may ask applicants to complete or explain the supporting documents or means of proof that are provided or obtained.

### **Article 12: Review of bids**

Bids must comply with the requirements set forth in the tender documents and in particular, in the tender specifications. Bids will be eliminated if they are deemed to be unacceptable, inappropriate or non-compliant.

The purchasers reserve the possibility of asking applicants to provide additional details on their bid.

The other bids will be ranked and the bid that is the best value for money will be chosen on the basis of the following criteria:

#### **12.1 Bid selection criteria**

1. Technical Value of the Proposal (max 60 points)
  - a. Understanding the project: relevance of the communication strategy based on the target and market (max 15 points)
  - b. Quality of the proposal/project angle, viewpoint (max 15 points)
  - c. Quality of digital tools: definition of an innovative digital strategy (max points 10)
  - d. Quality of the proposed coordination to execute the contract (max points 10)
  - e. Relevance and feasibility of the proposed actions (adequacy between the actions envisioned and the objectives) (max points 10)
2. Budget - Budget analysis by actions (max points 20)
3. Fees: (max points 20)

#### **12.2. Total mark**

The total mark for each applicant will be the sum of the marks obtained for each of the criteria.

The bid that obtains the highest mark will be ranked first. The bid that obtains the lowest mark will be ranked last. The applicant whose bid was ranked first will therefore be awarded the contract.

### **Article 13: Documents to be provided by the preferred bidder**

The applicant to which it is planned to award the contract must also provide:

- an official record of criminal convictions; if the preferred bidder is located abroad, that bidder must provide the relevant record or, in the last resort, an equivalent document issued by the relevant judicial or administrative authority of its country of origin or establishment, attesting that the bidder is not excluded from tender procedures;
- the documents provided for in Articles D. 8222-5 or D. 8222-7 and D. 8222-8 or D. 8254-2 to D. 8254-5 of the French Labor Code, which must be provided every six months until the end of the performance of the contract;
- the attestations and certificates issued by the relevant administrations and organizations which prove that the bidder has complied with its tax and social security obligations. If the preferred bidder is established abroad, the bidder must provide a certificate issued by the administrations and bodies of its country of origin or establishment.
- form ATTR11 (contract agreement form) dated and signed by the person who is empowered to make binding commitments on behalf of the bidder (for groupings, the contract agreement form must be a single document) that the purchasers will duly complete and send.
  - ⇒ In the event of the use of sub-contracting that is declared when the bid is submitted, the applicant must provide the purchasers with a declaration that states:
    - The nature of the services that are sub-contracted;
    - The name of the person, the commercial name or the corporate name and the address of the proposed sub-contractor;
    - The maximum amount of the monies to be paid to the sub-contractor;
    - The payment conditions provided for in the draft sub-contracting agreement and, as applicable, any price variation terms;
    - As applicable, the sub-contractor's capacities on which the applicant has based its choice.

The applicant shall also provide the purchasers with a declaration by the sub-contractor which states that the sub-contractor is not subject to a prohibition on bidding.

The notification of the contract to one of the bidders shall entail acceptance of the sub-contractor and approval of the payment conditions.

The preferred bidder shall provide these documents to the purchasers within the deadline that will be notified to it.

**Failure to provide the documents within the stipulated time limit, the selected applicant's bid will be rejected and the applicant eliminated. The following applicant in the ranking of the bids will then be asked to provide these documents before the contract is awarded to it.**

**Article 14: Additional information**

In order to obtain all the additional administrative or technical information that they need, applicants must make a request, ten days before the deadline stipulated for the receipt of the bids, either by email to the following address: [cduque@cniel.com](mailto:cduque@cniel.com) and [mlepape@anicap.org](mailto:mlepape@anicap.org) or by letter to:

**French Cheese Board/CNIEL  
Charles DUQUE  
EU CHEESE USA  
428 Broadway  
New York, NY 10013  
USA**

**ANICAP  
Marilyne LE PAPE  
42 rue de Châteaudun  
75314 Paris Cedex 09  
France**

Responses will be sent to all the applicants under the same conditions, at the latest six calendar days before the deadline set for the receipt of the bids.

# DATA PROTECTION AGREEMENT

## ARTICLE 01 - OBJECT

This agreement defines the conditions under which the applicant \_\_\_\_\_ undertakes to perform, as subcontractor, on behalf of the purchasers as controller, the processing operations of personal data defined in this agreement, where the applicant is retained for the contract which is the subject of the consultation and thereby becomes the successful tenderer (hereinafter 'the Successful tenderer').

In accordance with the provisions of Regulation (EU) No 2016/679 and French Law No 78-17 of 6 January 1978, the purchasers and the Successful tenderer (hereinafter collectively referred to as the "Parties") undertake to take all precautions useful in order to uphold the rights of the persons concerned by the processing of personal data and to preserve, in all circumstances, the security and confidentiality of personal data. Each Party is responsible to the other Party and to third parties for compliance with the regulations on the protection of personal data as part of its activities under the contract.

For the purposes of this Agreement, the following words shall be understood as "personal data", "processing", "controller", "processor", "recipient", "consent", and "personal data breach" as defined in Article 4 of Regulation (EU) No 2016/679.

## ARTICLE 02 - DESCRIPTION OF THE DATA PROCESSINGS

The Successful tenderer is responsible for performing the service subject of the contract (hereinafter the "Service").

To perform the Service, the personal data processing operations carried out by the Successful tenderer and its possible subcontractors are as follows:

- |                                     |                                       |                                     |                                       |
|-------------------------------------|---------------------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Collection | <input type="checkbox"/> Hosting      | <input type="checkbox"/> Extraction | <input type="checkbox"/> Consultation |
| <input type="checkbox"/> Locking    | <input type="checkbox"/> Organization | <input type="checkbox"/> Use        | <input type="checkbox"/> Change       |
| <input type="checkbox"/> Exchange   | <input type="checkbox"/> Sharing      | <input type="checkbox"/> Crossing   | <input type="checkbox"/> Deletion     |

If other(s), please specify : \_\_\_\_\_

The categories of persons whose personal data are collected are:

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Purchasers' employees | <input type="checkbox"/> Industry professionals | <input type="checkbox"/> General Public/Consumers | <input type="checkbox"/> Other (specify) _____ |
|--|---|---|--|

The categories of personal data (hereinafter the "Data") processed relate to:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Directly identifying data       | <input type="checkbox"/> Personal life                       | <input type="checkbox"/> Professional life | <input type="checkbox"/> Economic and financial data |
| <input type="checkbox"/> Connection data (internet, app) | <input type="checkbox"/> Special categories of personal data | <input type="checkbox"/> Other             |  |
|  | If yes, specify: _____                                       | Specify: _____                             |  |

## ARTICLE 03 – OBLIGATIONS OF THE SUCCESSFUL TENDERER

3.1. In all circumstances, the Successful tenderer undertakes to comply with all the following measures and enforce them by its employees as well as any other person(s) assisting him:

- Take into account, as regards its tools, products, applications or services, the principles of data protection by default, from the collection until their complete and irreversible deletion;
- Processing personal data only for the purposes of carrying the Service;
- Take all measures to prevent accidental or unlawful destruction, accidental loss, alteration and any misuse or fraudulent use of personal data;
- Guarantee the strict confidentiality of personal data, in particular by not disclosing it to other persons, whether private or public, physical or legal, except to its subcontractors, authorized by the purchasers;
- Make no copy of the personal data, without the prior written consent of the purchasers;
- Ensure that persons authorized to process personal data undertake to respect the confidentiality of personal data or are subject to an appropriate confidentiality obligation, and receive the necessary training in the protection of personal data
- Inform the purchasers immediately if it considers that an instruction given by the latter constitutes a violation of Regulation (EU) No 2016/679, Law No 78-17 of 6 January 1978 and its implementing texts, any other provision of European Union law or the law of the Member States relating to the protection of personal data;
- Inform the purchasers without delay of any request for access or communication from a third party that may or may not use an authorization resulting from the application of legal or regulatory provisions;
- Ensure complete traceability of data incidents or breaches
- Make no transfer of personal data outside the territory of the European Union and the European Economic Area, except in strict compliance with the conditions laid down in Regulation (EU) No 2016/679, to countries third parties having an adequate level of protection in the sense of the supervisory authorities or to a subcontractor previously authorized by the purchasers and signatory of the standard contractual clauses enacted by the European authorities.

3.2. As soon as it becomes aware of any violation or breach of personal data, the Successful tenderer shall notify the purchasers within a maximum of twenty-four (24) hours.

The Successful tenderer shall provide the purchasers at the time of notification of the incident, or if this is not reasonably possible as soon as possible after the notification of the violation of the personal data, the following information relating to their violation:

- The nature of the data breach;
- The estimated number of persons involved;
- The categories of the person(s) involved;
- The categories of Data concerned;
- The estimated number of Data violated;
- The measures taken to remedy the data breach, including, where appropriate, measures to limit adverse effects and potential risks.

The Successful tenderer shall assist the purchasers as far as possible in reporting the data breach to the relevant control authorization and / or to the person (s) involved in the data breach.

3.3. The Successful tenderer undertakes to keep in writing a register of all processing of personal data carried out on behalf of the purchasers including:

- The identity and contact details of the purchasers on whose behalf he acts, any subcontractors and, if applicable, the identity and contact details of the Data Protection Officer of purchasers and any subcontractors;
- The categories of data processing performed on behalf of the purchasers;
- Where applicable, data transfers to a third country;
- As far as possible, a general description of the technical and organizational security measures.

The purchasers access on request, to the register concerning the data processings carried out for its own account. Upon receipt of the request by the Successful tenderer, these documents are communicated to the purchasers within five (5) working days.

ARTICLE 04 – EFFECTIVE DATE

This agreement shall enter into force on the date it is signed.

By signing this agreement, the Successful tenderer acknowledges having read it in its entirety and undertakes to apply all of these provisions without reservation.

The agreement will become void if the applicant does not win the contract

Signed on: .....

AT : .....

SIGNATURE OF THE SUCCESSFUL TENDERER

Preceded by "read and approved"