

**TERMS OF REFERENCE**  
**LEGAL SERVICES FOR THE RENEWAL OF THE PERU COUNTRY BRAND IN AUSTRALIA**

Cost Center		Office of Image and Country Brand Strategy
APEX	819.2024	Trademark Protection

**1. DEPARTMENT REQUIRING THE SERVICE**

Office of Image and Country Brand Strategy.

**2. OBJECT OF THE SERVICE**

The object of the service is the renewal of the registration of the Peru Country Brand and logo in Australia.

**3. PUBLIC PURPOSE**

The public purpose is the protection of the Peru Country Brand and logo in Australia, to prevent the misuse of the Peru country brand by third parties in different products or services at the international level.

**4. LINKAGE WITH THE INSTITUTIONAL OPERATIONAL PLAN:**

Within the framework of the activity indicated in the POI called 819.2024 Trademark Protection, this specialized service is required to proceed with the protection of the Peru Country Brand and logo in Australia, in order to prevent third parties from misusing it, so that if they wish to use the brand, they must request the corresponding usage license.

**5. BACKGROUND**

In 2011, the Peru brand was launched with the aim of promoting tourism, exports, investments, and the country's image in the fields of gastronomy, art and culture, sports, education, among others. The great impact generated by the launch of the brand identified the interest in using the Peru brand by companies and public and private institutions, which is why the Peru brand licensee program was created, administered by the Communication and Country Image Directorate through the Brand Management Department.

It is worth noting that, by Executive Presidency Resolution No. 060-2019-PROMPERÚ/PE, the integrated text of the Regulation of Organization and Functions of the Commission for the Promotion of Peru for Export and Tourism - PROMPERÚ was approved, assigning the Office of Image and Country Brand Strategy through article 20 "to oversee the use and protection of the Peru Country Brand and registered sector brands".

The Peru Country Brand and logo have been registered in Australia in classes 25, 29, 30, 31, 33, 35, 39, 41, 42, and 43, under certificate No. 1655651, dated October 30, 2014, with a duration of 10 renewable years, with an expiration date of October 30, 2024.

In accordance with the above, legal services are requested for the renewal of the Peru Country Brand in Australia.

## 6. **CONTRACT OBJECTIVES**

The purpose of this contract is to protect the Peru Country Brand in Australia so that no third party can request its registration or misuse it.

Likewise, the registration of the mentioned brand and PROMPERÚ's ownership thereof will allow us to interrupt any improper use through an infringement action, and in the event that a third party applies for registration, we can take action by opposing such registration.

## 7. **SERVICE DESCRIPTION**

The provider must perform the necessary legal services for the renewal of the "Peru" brand registration in ten (10) classes of the International Classification of Products and Services - Nice Classification (25, 29, 30, 31, 33, 35, 39, 41, 42, and 43) in Australia.

### 7.1 **ACTIVITIES**

The provider must, through its specialized personnel in Intellectual Property matters, must carry out the electronic submission of applications for renewal of registration of the "Peru" trademark, in ten (10) classes of the International Classification of Products and Services – Nice Classification (25, 29, 30, 31, 33, 35, 39, 41, 42 and 43) in Australia.

Additionally, if the provider requires additional documentation, such as powers of attorney, sworn statements, or other relevant and necessary documentation for the application, origin, and continuity of the procedure, they must notify within a maximum period of 3 calendar days from the day following the notification of the service order, so that they can be sent within the established deadlines. Failure to notify within the specified period will result in the provider being responsible for any failure to comply with the deadlines or any difficulty in the procedure. Likewise, if the documentation request comes from a competent authority, it must be reported the day after the corresponding notification is received.

Finally, they must perform any other procedural act necessary to obtain the renewal of the Peru Country Brand.

### 7.2 **PROVIDER REQUIREMENTS**

Law firm with legal representation in Australia.

**Accreditation:** Public records certificate or equivalent document proving the supplier's operation in Australia.

### 7.3 **LOCATION AND SERVICE DELIVERY TIMEFRAME**

The service will be executed in Australia, and the execution period will be up to 90 calendar days from the day following the notification of the service order.

### 7.4 **DELIVERABLES**

Presentation of the electronic certificates issued by the Australian Intellectual Property Office, of the electronic entry of the applications for renewal of registration of the mixed trademark

“Peru” in the requested classes, which are mentioned in the **DESCRIPTION OF THE SERVICE** and the certificate that the brands have been automatically renewed.

Delivery timeframe: up to 90 calendar days from the day following the notification of the service order.

Service Considerations:

The products requested in this section must be delivered digitally through PROMPERÚ's virtual window: <https://ventanillavirtual.promperu.gob.pe/>; addressed to the Office of Image and Country Brand Strategy. The subject of the message should detail the service order number and the name of the service.

This service will include the expenses corresponding to the procedural steps that may be incurred.

## **7.5 OTHER CONTRACTOR OBLIGATIONS**

The contractor is directly and solely responsible for the activities to be carried out, whether directly or through its personnel, and must be accountable for the service provided.

## **7.6 PAYMENT TERMS**

A single payment will be made for the total amount in foreign currency (American dollars), by bank transfer; for which you must have delivered the required product and have the approval of the Image and Country Brand Strategy Office and the approval of the Brand Management Department. The issuance of the conformity will not exceed 7 calendar days from the delivery of product, according to the following

Additionally, for payment to proceed, the provider must submit their payment receipt to the email: [comprobantepago@promperu.gob.pe](mailto:comprobantepago@promperu.gob.pe), attention to the Finance Unit, containing the following information: Payment receipt issued in the name of PROMPERÚ, RUC: 20307167442, indicating the Order of Service number.

Total payment: 100% of the total contracted amount, upon delivery and compliance of the product

They must attach:

- a) The service order notification email.
- b) The evidence of delivery of their deliverable or product or report, in the modality established in their TDR.

## **7.7 SERVICE APPROVAL**

Approval of the service will be provided by the Office of Image and Country Brand Strategy, with endorsement from the Brand Management Department. The issuance of approval will not exceed 7 calendar days from the delivery of each corresponding product.

## 7.8 CONFIDENTIALITY AGREEMENT

THE CONTRACTOR agrees to maintain absolute confidentiality regarding the matters entrusted to them, maintaining confidentiality during and after the validity of this contract, regarding the information and documents provided by PROMPERÚ and/or to which they had access during the provision of their services. They assume the obligation to return all documents they have prepared and those delivered by PROMPERÚ at the end of this contract.

THE CONTRACTOR extends this commitment to their employees and/or related third parties, jointly assuming responsibility for any breaches they incur regarding the obligations contained in these Terms of Reference.

Likewise, PROMPERÚ will have all intellectual property rights regarding the delivered products and others directly related to the execution of the service.

## 8. PENALTIES

If the contractor fails to fulfill the obligations under the contract within the established period, the Entity will apply a penalty for delay for each day of delay. The penalty will be applied automatically and calculated according to the following formula:

$$\text{Daily Penalty} = \frac{0.10 \times \text{amount}}{F \times \text{period in days}}$$

Where F has the following values:

- For periods equal to or less than sixty (60) days, for goods, general services, and consultancy services: F=0.40.
- For periods exceeding sixty (60) days, for goods, general services, and consultancy services: F=0.25.

The maximum amount of penalty cannot exceed ten percent (10%) of the total contracted amount. The Entity has the right to demand, in addition to the penalty, the fulfillment of the obligation.

## 9. CONTRACT MODIFICATIONS

Any agreed contract modification will not imply increases in the contract amount and must be related to the object and purpose of the contract.

## 10. CONTRACT SUSPENSION

In the case of events not attributable to the parties that cause the cessation of contract execution, they may agree in writing to suspend the contractual execution period until the conclusion of such event, without implying the recognition of additional overhead expenses and direct costs, except those necessary to facilitate the suspension.

The suspension will have the formality established in the original contract.

Once the event causing the suspension has ended, the Entity must notify the contractor so that they can resume contract execution, and the user area must assess making arrangements to modify the respective contract as necessary.

## **11. CONTRACT TERMINATION**

The user area may request in writing to the OAD, through a technical report, the termination of the contract for the following reasons:

- a) Unjustified non-compliance with contractual, legal, or regulatory obligations despite being notified;
- b) Accumulation of the maximum amount of the penalty for delay or the maximum amount for other penalties in the execution of the service;
- c) Unjustified suspension or reduction of service execution despite being notified to correct the situation; or,
- d) By agreement between the parties.
- e) Either party may terminate the Contract for force majeure, unforeseen events, or incidents occurring after the Contract's perfection that are not attributable to the parties and definitively prevent the continuation of the Contract's execution.

## **12. DISPUTE RESOLUTION**

PROMPERÚ and THE CONTRACTOR will make every effort to resolve disagreements or discrepancies that arise between them in a friendly manner through direct negotiations concerning the contract.

Any disagreement or controversy that cannot be resolved through direct negotiation will be settled by arbitration according to the rules and regulations of the Peruvian State.

This arbitration will take place in the city of Lima (Peru) and in the Spanish language by an Arbitral Tribunal composed of three arbitrators, with each party appointing one arbitrator and those arbitrators jointly selecting the third arbitrator, who will preside over the Arbitral Tribunal.

The parties will abide by the arbitral award issued as the final ruling of any disagreement or controversy, which cannot be challenged before the Judicial Authority.

## **13. ANTI-CORRUPTION**

The contractor declares and guarantees that they have not, directly or indirectly, or in the case of a legal entity through its partners, members of the administration bodies, attorneys-in-fact, legal representatives, officials, advisors, or affiliated persons referred to in Article 7 of the Regulation of the State Procurement Law, offered, negotiated, or made any payment or, in general, any illegal benefit or incentive in relation to the contract.

Likewise, the contractor undertakes to conduct themselves at all times, during the execution of the contract, with honesty, integrity, truthfulness, and probity, and not to engage in illegal or corrupt acts, directly or indirectly, or through its partners, shareholders, participants, members of the administration bodies, attorneys-in-fact, legal representatives, officials, advisors, and affiliated persons referred to in Article 7 of the Regulation of the State Procurement Law.

Furthermore, the contractor agrees to i) report to the competent authorities, directly and promptly, any illegal or corrupt act or conduct of which they become aware; and ii) implement appropriate technical, organizational, and/or personnel measures to prevent such acts or practices.

14. **OTHER PROVISIONS**

The provider shall adhere to the provisions contained in the Directive that regulates Contracts with suppliers not domiciled in the Country in PROMPERÚ, and, subsidiarily, to the State Procurement Law, its Regulation, and other complementary regulations.