

Santiago, - 6 ABR 2018

Res. Exenta N° 155

**VISTOS:** Lo dispuesto en el Decreto con Fuerza de Ley N° 1 de 2000, del Ministerio Secretaría General de la Presidencia, que fija el texto refundido, coordinado y sistematizado de la Ley N° 18.575, Orgánica Constitucional de Bases Generales de la Administración del Estado; la Ley N° 19.886, de Bases sobre Contratos Administrativos de Suministro y Prestaciones de Servicios; el Reglamento de la Ley N° 19.886 de Bases sobre Contratos Administrativos de Suministro y Prestación de Servicios, aprobado por el Decreto Supremo N° 250, del Ministerio de Hacienda, de 2004, y sus modificaciones; la Ley N° 21.053 sobre Presupuesto del Sector Público año 2018; la Ley N° 20.848, que establece marco para la inversión extranjera directa en Chile y crea la institucionalidad respectiva; el Decreto con Fuerza de Ley N° 1 de 2015, del Ministerio de Economía, Fomento y Turismo, que fija planta de personal y fecha de iniciación de actividades de la Agencia de Promoción de la Inversión Extranjera; el Decreto Exento N° 85, de 15 de febrero de 2018, del Ministerio de Economía, Fomento y Turismo que fija orden de subrogancia para el cargo de Director/a de la Agencia de Promoción de la Inversión Extranjera; la Resolución N° 1.600, de 2008, de la Contraloría General de la República, que fija normas sobre exención del trámite de toma de razón; la Resolución Exenta N° 607, de 12 de octubre de 2017, de este origen, que autoriza actualización de procedimientos de compras y contrataciones públicas y antecedentes que se acompañan.

**CONSIDERANDO:**

- 1.- Que, la Agencia de Promoción de la Inversión Extranjera, (InvestChile) participará en las Ferias "2018 Shared Services and Outsourcing Week LATAM" a desarrollarse en la ciudad de Miami, Florida, Estados Unidos de América los días 23 al 25 de agosto de 2018 y en la "Shared Services Week Autumn", que se desarrollará en la ciudad de San Francisco, California, Estados Unidos de América, entre el 24 y el 27 de septiembre de 2018.
- 2.- Que la participación de InvestChile en las feria será con el fin de promover a Chile como destino de inversiones para servicios exportables.
- 3.- Que de acuerdo a lo antes expuesto se hace necesario, pagar el derecho a participar en dicho evento, lo que permitirá al servicio disponer de 2 pases para cada feria, incorporar su logo y marca como patrocinador del evento, acceder a la lista de participantes de las ferias, entre otras.
- 4.- Que IQPC, a través de la empresa estadounidense Penton Learning Systems LLC, es el organizador exclusivo de ambos eventos.
- 5.- Que, en concordancia a lo antes expuesto, se cumple la condición del artículo 10 N° 4 del Reglamento de Compras Públicas, en relación al artículo 8° letra d) de la señalada Ley, que autoriza a efectuar un trato directo cuando exista solo un proveedor del bien o servicio.
- 6.- Que este servicio dispone en el presupuesto asignado para el año 2018 de los fondos necesarios para financiar el pago del servicio requerido.

**RESUELVO:**

- 1.- **AUTORIZASE** la contratación en forma directa con *Penton Learning Systems LLC.*, domiciliada en 535 Fifth Avenue, 8th Floor, New York NY, Estados Unidos de América, representada por doña Karen Coombs, para que provea los servicios señalados en la parte considerativa de la presente resolución, por el monto máximo de USD 12.000.- (doce mil dólares de los Estados Unidos de América), más impuestos correspondientes.
- 2.- **DÉJESE CONSTANCIA** que firmó un pliego de términos y condiciones con el proveedor señalado, en el que se especificaron los términos del servicio dentro del precio señalado en resuelto anterior, el que se entiende parte integrante del presente acto administrativo.

**TERCERO:** Impútese el gasto que representa la presente resolución al subtítulo 22.07.001.009 del Centro de Costo Programa Exportación de Servicios Subsecretaría de Hacienda del presupuesto vigente para el año 2018 de la Agencia de Promoción de la Inversión Extranjera.

ANÓTESE, COMUNÍQUESE Y PUBLÍQUESE EN EL PORTAL MERCADO PÚBLICO.



IAN FREDERICK BERNDT  
Director (S)

Agencia de Promoción de la Inversión Extranjera



International Quality & Productivity Center

International Quality and Productivity Center  
535 Fifth Avenue, 8<sup>th</sup> Floor, New York, NY 10017-2045  
FEDERAL TAX ID: 13-3839754

Ignacia Lynch  
Invest Chile  
Ahumada 11  
12th Floor  
Santiago . .  
Chile

Registration #: 1-30671740597  
Invoice Date: 3/6/2018  
Invoice #: IUS-140842  
PO #:  
Customer #: 1-E395UNL  
Sponsor: Invest Chile

**THANK YOU FOR YOUR SPONSORSHIP IN THE FOLLOWING CONFERENCE**  
**12th Annual SSO Week Latin America 2018**  
8/22/2018 - 8/24/2018

Description	Date	Amount
Sponsor		\$12,000.00
Less Discount		0.00
Net		\$12,000.00
Taxes		0.00
<b>Total:</b>		<b>\$12,000.00</b>
Payments received:		0.00
<b>Balance Due:</b>		<b>\$12,000.00</b>

(All amounts in USD)

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

Conference: 12th Annual SSO Week Latin America 2018  
Registration #: 1-30671740597  
Invoice Date: 3/6/2018  
Invoice #: IUS-140842  
Customer #: 1-E395UNL  
Sponsor: Invest Chile

Total Cost:	\$12,000.00
Payments received:	\$0.00
Balance Due:	\$12,000.00

Payment terms:  
Full payment due by March 20<sup>th</sup> 2018

**PAYMENT METHOD**

\_\_\_ Check    Check # \_\_\_\_\_  
\_\_\_ Credit Card:  AmEx  MasterCard  Visa  Diner's  
Expiration Date (MM/YY): \_\_\_\_\_  
Credit Card #: \_\_\_\_\_  
Signature (for Credit Card order): \_\_\_\_\_

**Please make checks payable to    Mail to:**  
International Quality and Productivity Center    535 Fifth Avenue, 8<sup>th</sup> Floor  
New York, NY 10017-2045

\_\_\_ Wire Transfer

**Details for making payment via EFT or wire transfer:**

Bank Name: JP Morgan Chase & Co.  
Branch Name: 48 Madison  
Address: 270 Park Ave., 41st Floor, NY, NY 10017  
Bank Phone #: 212-421-9909  
ABA/Routing #: 021000021  
Account #: 937-332641  
Account Name: Penton Learning Systems, L.L.C.  
d/b/a IQPC  
Reference: Please include your registration # and invoice#  
SWIFT Code (for foreign): CHASUS33

Please fax a copy of check or wire confirmation to Anita Sundaram at 212-973-1042



International Quality & Productivity Center

535 Fifth Avenue  
8th Floor  
New York, NY 10017

Phone: 212-885-2700  
Fax: 212-885-2762  
[www.iqpc.com](http://www.iqpc.com)

**Details for making payment via EFT or wire transfer:**

Bank Name: JP Morgan Chase & Co.  
Branch Name: 48 Madison  
Address: 270 Park Ave., 41<sup>st</sup> Floor, NY, NY 10017  
Bank Phone #: 212-421-9909  
ABA/Routing #: 021000021  
Account #: 937-332641  
Account Name: Penton Learning Systems, L.L.C.  
d/b/a IQPC  
Reference: Please include your registration # and invoice#  
SWIFT Code (for foreign): CHASUS33

Very truly yours,

A handwritten signature in black ink, appearing to read "Terence Wu", is written over a horizontal line.

Terence Wu  
International Quality & Productivity Center  
535 5<sup>th</sup> Avenue, 8<sup>th</sup> Floor  
New York, NY 10017  
Phone: 1-800-882-8684  
Fax: 212-973-1042  
[Terence.wu@iqpc.com](mailto:Terence.wu@iqpc.com)

# PENTON LEARNING SYSTEMS, LLC

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535 Fifth Avenue  
8th Floor  
New York, NY 10017

Karen Coombs  
General Counsel  
646.200.7540  
karen.coombs@iqpc.com

April 3, 2018

**By E-Mail**

Ms. Ignacia Saiz Lynch  
Communications and Marketing Division  
Invest Chile  
Ahumada 11, 12<sup>th</sup> Floor  
Santiago, Chile

**Re: Confirmation of IQPC as Exclusive Organizer of SSOW**

Dear Ms. Saiz Lynch:

I am the General Counsel of Penton Learning Systems, LLC, d/b/a International Quality & Productivity Center ("IQPC"), and issue this letter at your request to confirm that IQPC is the exclusive organizer of both the 2018 LATAM Shared Services and Outsourcing Week, taking place August 20-22, and the 2018 Shared Services and Outsourcing Week Autumn, taking place September 24-27.

The 2018 LATAM Shared Services and Outsourcing Week and the 2018 Shared Services and Outsourcing Week Autumn are the exclusive products of IQPC. All sponsors and other attendees must register through IQPC in order to attend these conferences.

Should you need any further information, please feel free to contact me at 646.200.7540.

Very truly yours,



Karen Coombs  
General Counsel



**2018 Shared Services & Outsourcing Week  
LATAM, August 20-22<sup>nd</sup>  
Sponsorship – InvestChile**

**PRINT AND DIRECT MAIL**

1. **INVESTCHILE** will have the opportunity to participate in all SOW LATAM partner **marketing services** currently available.
2. **INVESTCHILE** will have your logo and corporate synopsis appear on the SOW LATAM event website as a **Sponsor** with a reciprocal link banner for your website.
3. **INVESTCHILE** will be provided the delegate list with names, titles and companies for SOW LATAM prior to the event

**DELIVERABLES DUE TO SPONSOR**

4. **INVESTCHILE** will be provided two Main Conference attendee passes at SOW LATAM with access to all main conference networking breaks and sessions. Additional passes can be purchased at a 20% discounted rate off of the standard price (limit 5)
5. **INVESTCHILE** will be provided two Main Conference attendee passes at 2018 SOW Autumn with access to all main conference networking breaks and sessions. Additional passes can be purchased at a 20% discounted rate off of the standard price (limit 5)
6. **INVESTCHILE** will be advertised on all SOW LATAM signage on-site.
7. **INVESTCHILE** will receive the attendee list with contact information after the conference, to include SOW LATAM attendees' phone numbers and email addresses
8. **INVESTCHILE** will have the opportunity to invite clients or prospects to the SOW LATAM conference at a discounted rate, subject to approval by SSON.

**TOTAL SPONSORSHIP INVESTMENT: USD \$12,000**

**This contract expires if not completed and returned before  
5:00pm EST on February 28, 2018**

**PAYMENT TERMS**

- Ø Full payment due in 10 business days from execution.. Under no circumstances will the Sponsor/Exhibitor be permitted to participate in the event and/or occupy its exhibit space if full payment has not been received prior to the Event.
- Ø If full payment has not been received within the time specified above, SSON shall have the right to (1) cancel Sponsor's participation in the Event and/or release the contracted exhibit space, and (2) immediately charge Sponsor's credit card for all outstanding, unpaid Sponsorship Investment amounts.
- Ø Any payments submitted by Sponsor in accordance with this contract may be applied, first, to any outstanding balances from previous events. Any and all payments marked as being payment in full or as being settlement of any dispute may be accepted by SSON without SSON forfeiting its rights under this agreement and/or law.
- Ø Any Sponsor/Exhibitor that does not pay in full in accordance with the deadlines set forth herein will be responsible for all outstanding amounts, interest at 2.5% per day, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) SSON incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees and/or collection fees, and returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to SSON by the Sponsor/Exhibitor.

**SPONSOR/EXHIBITOR INFORMATION DUE DATE**

All information required to be submitted by Sponsor/Exhibitor to SSON for performance of this Agreement must be received by SSON no later than June 29<sup>th</sup> 2018. Sponsor/Exhibitor acknowledges and agrees that it is the responsibility of the Sponsor/Exhibitor to submit all required information by this date, and that any information submitted after this date may not be included in SSON's marketing, promotion and other materials prepared for the event. Refunds or credits will not be provided.

**CANCELLATION/DEFAULT/ALTERATION POLICY**

There are no refunds for cancellations by Sponsors/Exhibitors under any circumstances. If a Sponsor/Exhibitor cancels at any time, for any reason, the Sponsor/Exhibitor will be responsible for the entire Sponsorship Investment amount, plus interest and collection fees as applicable. In the event of cancellation by the Sponsor/Exhibitor, SSON has the following, non-exclusive, rights: 1) SSON may cancel the Sponsor/Exhibitor's participation and/or release the contracted exhibit space and is free to provide said space to other Exhibitors; 2) any portion of the Sponsorship Investment amount paid shall be retained by SSON as partial liquidated damages; 3) any outstanding Sponsorship Investment amounts shall be due and payable in consideration for SSON's reserving the space and expending time and other resources up to the date of cancellation, which consideration Sponsor/Exhibitor acknowledges as sufficient; and 4) SSON may immediately charge the credit card provided by Sponsor/Exhibitor any remaining portion of the Sponsorship Investment amounts due. In the event that SSON postpones or cancels the Event for any reason (other than as a result of a force majeure as described below) SSON will transfer any payment made by the Sponsor/Exhibitor to a mutually acceptable alternative event. This is the sole right of remedy available to Sponsor/Exhibitor in case of postponement or cancellation of an event by SSON. SSON is not responsible for any loss or damage resulting from a substitution, alteration or cancellation/postponement of an event. SSON shall not be liable to Sponsor/Exhibitor for any claims, damages, refunds, costs or claims of any kind whatsoever if this event is altered, rescheduled, postponed or cancelled due to a force majeure. "Force majeure" is defined as any unforeseen occurrence or any other event that renders performance of this conference inadvisable, illegal, impracticable or impossible. Force majeure shall include, but shall not be limited to: fire; flood; an Act of God; governmental restrictions and/or regulations; war or apparent act of war; terrorism or apparent act of terrorism; disaster; civil disorder, disturbance, and/or riots; curtailment, suspension, and/or restriction on transportation facilities/means of transportation; or any other emergency. Sponsor/Exhibitor acknowledges and agrees that SSON reserves the right to make any changes to the schedule, presenters or in the general plan of the conference as may be deemed necessary by or advisable by SSON's management, in its sole discretion.

**MISCELLANEOUS**

Sponsorship/Exhibition does not include hotel extras such as parking, Internet access, shipping of equipment or effects, computer rental, etc. The Sponsor/Exhibitor will receive information from SSON regarding all venue contacts to arrange all extras and Sponsor/Exhibitor will be responsible for all additional costs. The Sponsor/Exhibitor is fully responsible for shipping, travel, and accommodations. The Sponsor/Exhibitor agrees that SSON, its affiliates, and their respective employees shall have no liability, and agrees to hold them forever harmless from, any loss, damages, lost property, injury, claims, costs, charges, or other expenses ("Loss") it may incur in connection with the Event or its use of the exhibition premises. Exhibitors wishing to carry insurance on their exhibits will purchase it at their own expense. The Sponsor/Exhibitor agrees to hold SSON, its affiliates, and their respective employees forever harmless from and against any Loss it may suffer in connection with the Event or its use of the exhibition premises and further agrees to indemnify and hold harmless SSON, its affiliates and their respective employees, from and against any costs (including defense costs), claims, demands, or causes of action brought against SSON by any third party arising out of or relating to Sponsor/Exhibitor's negligence or intentional misconduct. There is no transfer of sponsorship, exhibit, subletting, or sharing of exhibit space or exposure unless approved in advance, in writing, by SSON. If the exhibit area is in a union occupied facility, the exhibit and display work performed will be in accordance with the union rules. Otherwise, labor is the responsibility of the Sponsor/Exhibitor. The Sponsor/Exhibitor agrees that upon acceptance of this agreement with SSON, this agreement shall become binding and enforceable in accordance with its terms. This agreement will be binding on the Sponsor's/Exhibitor's and SSON's successors.

Unless the SSON sales representative is advised in writing otherwise on a date prior to the event date, the Sponsor/Exhibitor consents to SSON using any photographs of the Sponsor/Exhibitor's representative(s) and/or booth in SSON brochures, other SSON marketing materials and the SSON website for all legal purposes. It is understood that the Sponsor/Exhibitor will not be entitled to any remuneration in connection with such usage. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and the invalid term, clause or provision shall be deemed to be severed from the Agreement. This contract shall be governed by the laws of the State of New York, without regard to conflicts of law rules. SSON and Sponsor/Exhibitor expressly and irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts of New York County, New York with respect to any dispute arising out of or relating to this agreement or its subject matter. Sponsor/Exhibitor agrees that the information contained in the delegate list(s) are confidential and shall not under any circumstances be sold, published, disclosed, transferred, distributed, copied, forwarded or duplicated, in whole or in part, in any manner or form, for any reason, to any third party. The information shall be used for internal purposes only. The Sponsor/Exhibitor agrees to hold harmless and indemnify SSON for any loss it may incur as a result of Sponsor/Exhibitor's breach of this obligation, including any court costs and attorney's fees.

Your signature below indicates that you have reviewed this Agreement and agree to the terms set forth herein. You also certify that you are authorized on behalf of INVESTCHILE to bind INVESTCHILE to terms of this Agreement. This contract will not be binding on either party unless two (2) signatures are present below: 1) Sponsor/Exhibitor, and 2) Director, SSON USA Sponsorship & Exhibit Sales or Managing Director, SSON.

**SSON**  
 535 5<sup>th</sup> Avenue, 8<sup>th</sup> Floor  
 New York, NY  
 10017

\_\_\_\_\_  
 Anthony Giagnacova      Date  
 Business Development  
 T: 212-885-2770  
 F: 212-885-2723  
 Anthony.Giagnacova@iqpc.com

\_\_\_\_\_  
 Kate Bentley      Date  
 Managing Director

**INVESTCHILE**

      28.02.2018  
 \_\_\_\_\_  
 AUTH. SIGNATURE      DATE

**Accounts Payable Contact**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Event Logistics/Marketing Contact**  
 Name: Ignacia Skiz  
 Phone: \_\_\_\_\_  
 Email: isai2@investchile.gob.cl