



Request for Proposals

EIT Urban Mobility – Central Digital Platform

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

Barcelona | 21 October 2020

eiturbanmobility.eu



EIT Urban Mobility is supported by the EIT,
a body of the European Union

1. Overview of EIT Urban Mobility

EIT Urban Mobility, supported by the European Institute of Innovation and Technology (EIT), acts to accelerate positive change on mobility to make urban spaces more livable.

EIT Urban Mobility is an initiative of the European Institute of Innovation and Technology (EIT). Since January 2019 we have been working to encourage positive changes in the way people move around cities in order to make them more livable places. We aim to become the largest European initiative transforming urban mobility. Co-funding of up to € 400 million (2020-2026) from the EIT, a body of the European Union, will help make this happen.



*We create systemic solutions that will **move more people around the city more efficiently and free up public space.***



*We bring **all key players in urban mobility together** to avoid fragmentation and achieve more.*



***We engage cities and citizens** from the word go, giving them the opportunity to become true agents of change.*

EIT Urban Mobility works towards closing the knowledge gap on urban mobility through challenge-based training aimed at students and professionals using the latest education methodologies across disciplines and sectors. As a part of our mission, EIT Urban Mobility Master School is launching a wide range of master's degree in urban mobility and aims to train 500 graduates per year in partnership with ten universities. As an EIT labelled challenge-based double degree programme, our students are required to carry out a one-month internship at a company, public sector organisation, or research institution as well as to conduct their master thesis in collaboration with a non-academic institution. To ensure our masters' students gain valuable and engaging work experience for their

internships and master's theses, EIT Urban Mobility is interested in contracting support for the design, development, and maintenance of an online job board platform to support the collaboration between our students and partners.

2. General objectives and scope of work

2.1. General objectives

The general objective of this Request for Proposals (RfP) is to create and produce different graphical images for EIT Urban Mobility that can be used in various communication material, with the goal of promoting the image, brand and activities of EIT Urban Mobility.

There is a growing complexity in the Urban Mobility ecosystem. Companies' initiatives in this area are increasing in a chaotic manner, saturating the available channels. This situation makes navigating the related topics and initiatives increasingly difficult. EIT Urban Mobility is willing to face this challenge by defining a centralized online platform to consolidate the knowledge, connect stakeholders and become a central point of reference.

The aim of this tender is to appoint one supplier that will develop (Lot 1) and maintain the platform (Lot 2).

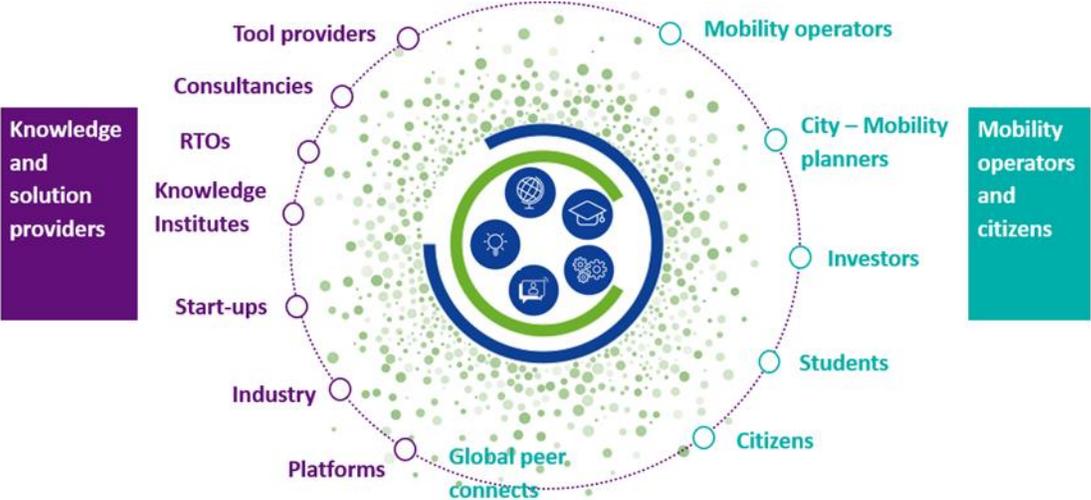
The present document will define the key aspects to design, develop and maintain the Central Digital Platform.

The online tool's main purpose is to become a central point for the **urban mobility ecosystem** making relevant information and services easily accessible online to:

- **Connect** - matchmaking for partners and solutions
- **Learn** - fast access to relevant insights, state of the art knowledge and good practices
- **Source** - the most relevant tools and services for urban mobility decision makers and innovators in one place

The online tool, also referred as **Central Digital Platform (CDP)** in the following sections of this document, will be easily accessible from the EIT Urban Mobility web page and should be the entry point for several web applications that will compose the EIT Urban Mobility ecosystem.

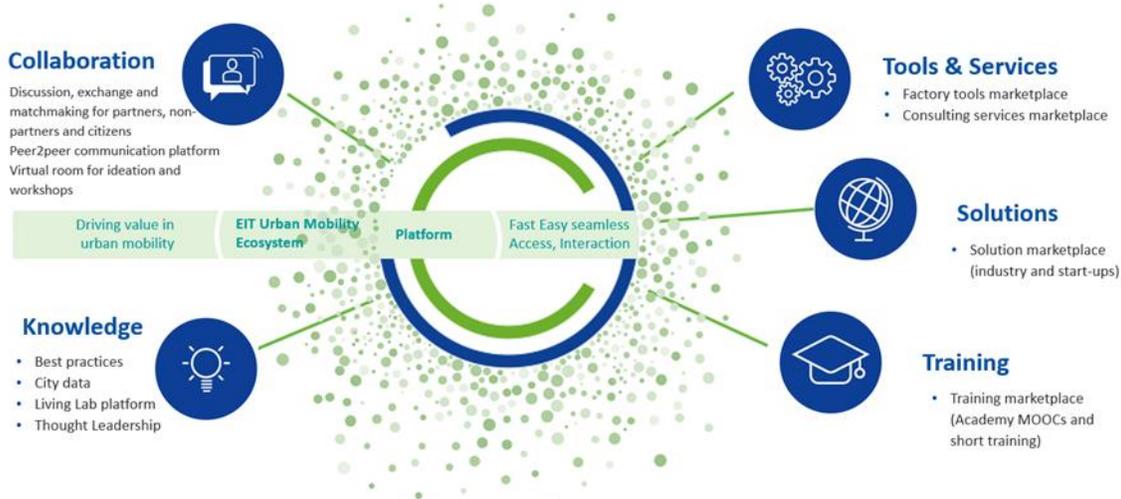
In conjunction with the main webpage, the CDP must become the most relevant open digital marketplace for urban mobility in Europe and a reference for all topics related to Urban Mobility. It is expected that this online tool becomes the nexus between “knowledge and solution providers” and “mobility operators and citizens”, as shown in the following figures.



The Central Digital Platform as a reference for any urban mobility professional and decision maker in Europe

EIT Urban Mobility will define different user and administration profiles for the platform in order to provide a “tailored experience”. All profiles/personas will be defined in collaboration with the developer to ensure that all user needs are well represented in the tool. The key characteristics for each profile will respond to the area of interest as well as the type of contribution. It is intended to offer “premium” packages that will require a paid subscription. Therefore, the platform must include a marketplace where companies and citizens are able to buy different types of licenses to access the desired services.

The different elements involved in the CDP are represented in the following figure:

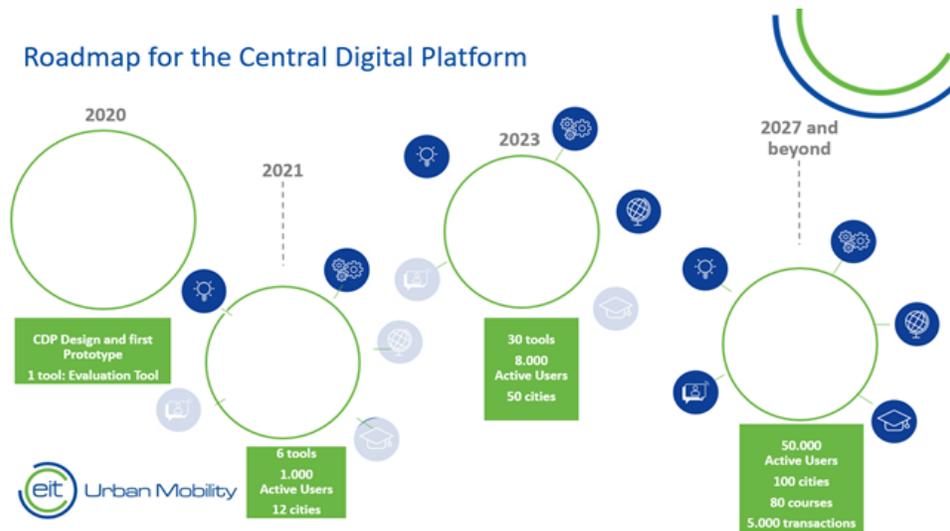


There will be different levels of tools’ integration in the Central Digital Platform (CDP). EIT Urban Mobility will provide guidance on this matter as soon as new tools are designed and launched.

Further sections of this document will describe the key functions expected for the platform in the different phases of its implementation. A limited scope will be defined in this request for proposal. Added functionalities and integrations will be requested as required in full co-operation with the developer of the platform.

The following figure shows a roadmap for the Central Digital Tool from 2020 to 2027. The data shown is only an initial approximation.

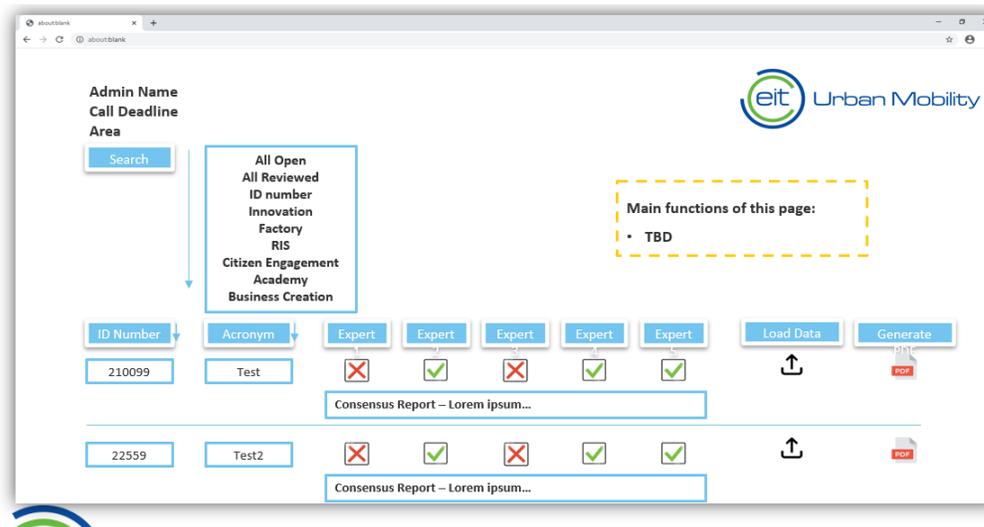
Roadmap for the Central Digital Platform



A relevant development that is included in the scope of this RFP and that will become a first integration of the CDP is the “**Evaluation Tool**”. This added feature will be used by EIT UM employees and collaborators to evaluate projects and proposals in the context of Urban Mobility.

Since the coding and deployment of this tool could be developed in parallel with the main platform, the present document defines different **Lots** for each key activity.

The CDP will be detailed in Lot1 and Evaluation Tool will be listed in Lot 2.



Initial draft of the panel for the Evaluation Tool (more info in Annex 2)

The specific basic requirements of the Evaluation Tool include different views (depending on the user, “user friendly” panels, search functions, filtered content, upload file & export to PDF, amongst others.

Finally, the main Central Digital Platform and the Evaluation Tool need to be coded and hosted by the developer in early stages of the project. EIT UM is defining their own infrastructure to host these services in the future, therefore a transition from the different infrastructures is required and should be performed as part of the expected activities of this RFP.

Ongoing support and additional tools and functionalities will also be required in the upcoming years. These activities will be included in Lot 2.

In summary, there are **2 Lots included in this document:**

- **Lot 1 – Central Digital Platform and Evaluation tool:** development of a prototype and deployment of the first version of the *Central Digital Platform*. Development of the Evaluation Tool (online tool integrated in the CDP)
- **Lot 2 - Maintenance & growth:** hosting (CDP development phase), support, maintenance and further developments and integrations in the CDP (*)

(*) As the 2021-2022 (and ongoing years) budget is not defined, no planning has occurred for the next period(s). Therefore, EIT Urban Mobility intends to use the direct award procedure with the winner of the present procedure for covering the needs of next periods, from 2021 to 2022, once the budget is known and all resources of the present contract are used up.

The scope of work for the different lots includes, but is not limited to:

- Developing an EIT Urban Mobility branded Central Digital Platform to provide:
 - Relevant content & offerings (EIT UM & external offerings)
 - High number of active platform/application users/beneficiaries
 - Management of data access & usage rights
 - Platform capabilities (incl. data security, regulatory compliance, etc.)
 - Scalability for all stakeholders

- Developing an EIT Urban Mobility branded Evaluation Tool
- Hosting of the web services during the initial development
- Transferring of the corresponding code and data to the EIT UM Cloud Infrastructure
- Configuring all the services in the corresponding infrastructure
- Documenting the key elements of the code and functions
- Creating users' manuals for the core functionalities of the different systems
- Co-operating with third parties designated by EIT UM to integrate tools and services in the Central Digital Platform
- Supporting the EIT Urban Mobility Factory and the IT Department in managing the platform and providing continuous technical support.
- Providing a flexible and expandable platform for EIT UM employees and partners as the company evolves

2.2. Detailed scope of work

The support that is required and requested should cover the following areas and tasks:

Lot 1: *Central Digital Platform and Evaluation Tool*

- Definition of technological requirements (in agreement with EIT UM): cloud servers, coding technologies, containers, open source technologies
- Identification of the Central Digital Platform requirements
- Design of the user journey in the future CDP: users experience design from an administrative and final use point of view.
- Creation of CDP customer profiles based on the different areas of the platform (EIT UM's Thematic Areas)
- Programme feedback and validation sessions with EIT UM IT and Factory departments
- Development of the Central Platform (front end and back end).
- Development of a users' sign-in / registration page
- Development of a main landing page for the platform (the content and functions will be customized based on the user's profile)
- Development of an "Admin view" and a "User View" pages
- Administration page to customize the content published and the functions available
- Definition of subscription types to access the Platform
- Development of a "store" section in the CDP for premium subscribers
- Initial tools' integrations and links:
 - EIT UM main website
 - CMS for partners
 - Factory's Tools integration:
 - Best Practices database
 - UMAM (to be migrated from partners' IT infrastructures)
 - Evaluation Tool (once developed in Lot 2)
- Definition of user manuals and a FAQ section

- Provision of detailed documentation with the key elements of the code and functions
- Specific trainings for administration users
- Development of a users' sign-in / registration page
- Development of an "Admin view" and a "User View" pages
- Administration page to customize the content published and the functions available
- Development of a main landing page for the platform (the content and functions will be customized based on the user's profile)
- Functions to upload and generate PDF applications from the submission tool
- Functions to upload the excel file of experts to populate the tool
- Design forms to allow "aggregate view" of experts of an application
- Define functions to allow completion tracking of experts' work
- Definition of user manuals and a FAQ section
- Design content filtering options based on user profile
- Provision of detailed documentation with the key elements of the code and functions
- Specific trainings for administration users

Lot 2: *Maintenance & Growth*

- Hosting of the web services during the initial development
- Transferring of the corresponding code and data to the EIT UM Cloud Infrastructure
- Configuring all the services in the corresponding infrastructure
- Transferring of the corresponding code and data to the EIT UM Cloud Infrastructure
- Configuring all the services in the corresponding infrastructure
- Creating users' manuals for the core functionalities of the different systems
- Co-operating with third parties designated by EIT UM to integrate tools and services in the Central Digital Platform
- Supporting the EIT Urban Mobility Factory and the IT Department in managing the platform and providing continuous technical support.
- Providing a flexible and expandable platform for EIT UM employees and partners as the company evolves

2.3. Deliverables

Exact deliverables are subject to how the process will be run and will be jointly decided throughout the process.

Lots 1 - Design & Development

- Testing and pre-production environments to provide continuous feedback
- Provide support material for the different types of users (admin & end-users)

- Provide reference material for the key elements of the code and data structure
- Operational, GDPR compliant, online Evaluation Tool (initial version with the key functions listed in section 2.2)
- Operational, GDPR compliant, online Central Digital Platform with the following integrations (initial version with the key functions listed in section 2.2)

Lot 2 - Maintenance & Growth

- Provide web hosting until the EIT UM Cloud infrastructure is ready
- Transfer all tools and data to the EIT UM infrastructure (when ready)
- Provide online/call support for technical and user issues as they arise
- Support EIT UM Factory to include relevant information and services in the CDP
- Support the development of additional services upon request
- Document new functionalities of the CDP
- Document (concise) analysis of platform user behavior
- Support the integration of additional tools in the CDP
- Develop new specific functions or tools for the CDP upon request

2.4. Start date & period of implementation

The intended start date is, at the latest, 18 November 2020 and the launch date of the platform is, at the latest 31st December 2020 (Lots 1); (Lot 2) from the date the platform is operational and additional 24 months.

In addition, as the budget for 2021-2022 is not known, no planning is done for the next period. EIT UM intends to use direct award procedure with the winner of the present procedure for covering the needs of additional 12 months during 2021-2022 once the budget is known and all resources of the present contract are used up.

3. Proposal Process

3.1. Submission of proposal

This proposal is an open call. Proposals are requested to be emailed in written form, **in English** to the following address until the **deadline 5th November 2020**, 16:00 Central European Time, to:

Contact name for the attention of Mrs. Alice Lunardon Business Development Manager of Factory and Mr. Daniel Moix head of the IT Department both from EIT Urban Mobility

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

- a. The technical response to the services/support requested (see Section 2: “General objectives and scope of work and deliverables”)
 - For Lot 1 Fixed price including all deliverables
 - For Lot 2 Hourly rate
- b. The financial offer (the price for the services.) The financial offer must be presented in EUR. Prices must be indicated as net amount + VAT)

The email including the proposal from the bidders should be sent and delivered by end of the day of 5th November 2020, 16:00 Central European Time.

- Proposals received after the deadline shall be rejected without any evaluation.
- Proposals must be submitted in PDF format.
- **Responses should be concise and clear.** The tenderer’s proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer represents that the individual submitting the natural or legal entity’s proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderer’s proposal.

Timeline

Post RfP on EIT UM public website	26/10/2020
Deadline for requesting clarification from EIT Urban Mobility	31/10/2020
Last date for EIT Urban Mobility to issue clarification (if any)	03/11/2020
Deadline for submitting proposals	5/11/2020
Completion date for evaluating proposals (indicative)	12/11/2020
Intended date of notification of award and start date of implementation	17/11/2020
Intended date of contract signature	17/11/2020

3.2. Evaluation of proposals

EIT Urban Mobility will award the contract to the tenderer who submitted the most economically advantageous and quality regular tender, on the basis of the following criteria (including the weighting assigned to them). For each Lot, proposals will be assessed based on the following criteria:

a) The amount of fees (time and material): 40 points

Tenderers will be required to submit service cost (including the monthly subscription for a three-year contract and the up-front onboarding cost). The amount TVAC will also be mentioned. The tenderer shall propose ideal make-up of team expertise level.

The price of the service will include both the up-front development cost and all deliverables. The ranking of the price criterion will be done as follows:

The cheapest offer will be credited with the maximum points for this criterion. The other offers will be credited with a number of points determined according to the formula below:

$$C = (P_{min} * 40) / P$$

C = Grade

P_{min} = cheapest offer

P = bid from the bidder whose bid is evaluated

b) Quality check: 60 points

Tenderers will attach to their tender an explanatory note on the services comprising the following elements which will be evaluated by the contracting authority as follows:

<p>EXPERIENCE</p> <p>Description of former experience with working on a similar project (see 2.1 to 2.3 above). Experience designing, launching, and managing on-line community platforms and job boards for public institutions. EIT Urban Mobility will rank the bids based on the received information based on the level of detail, harmony with Section 2 and based on international practices.</p> <p>Web platform development and management and CMS experience: Minimum experience 3 years - 5 points, 6 years of experience - 10 points</p> <p>Public sector customer experience: Minimum experience 3 years - 5 points, 6 years of experience - 10 points</p>	maximum 20 points
<p>QUALITY</p> <p>Quality of the technical offer and organization of service (as described in Section 2.2 and 2.3) should include, but is not limited to:</p> <ul style="list-style-type: none">a. Description of how you plan to organize the platform and service to meet set requirements and processb. Overview of the core tasks/service packages and timeframe needed to fulfil the contract, the resourced planned to be utilized for each core tasks/service packages (number of hours to fulfil the tasks/service packages). <p>EIT Urban Mobility will rank the bids based on the received information based on the level of detail, harmony with Section 2 and based on international practices.</p> <p>The highest-ranking will receive 40 points, 2nd 25, 3rd 10</p>	maximum 40 points

The outcome of the award procedure will be communicated in writing (via e-mail) to the successful and unsuccessful tenderers.

3.3. Additional information before the deadline for submitting proposals

The instructions to tenderers should be clear enough to avoid tenderers having to request additional information during the procedure. In case the tenderers need additional information, please address it to the address below;

Contact name for the attention of Mrs. Alice Lunardon Business Development Manager of Factory and Mr. Daniel Moix head of the IT Department both from EIT Urban Mobility
E-mail: procurement@eiturbanmobility.eu

The EIT Urban Mobility has no obligation to provide clarification of the decision. Any questions and requests for additional information must be sent by e-mail and will be treated in the same way. Bidders are advised to avoid including in their questions any information that may contain trade secrets or other confidential information for reasons of equality between bidders since those questions and answers will be provided to all bidders. However, if it is necessary to communicate such confidential information, tenderers will be required to highlight the relevant parts of their questions with appropriate marking. The contracting authority will then provide the question and answer to all tenderers, taking care not to reveal the information concerned

3.4. Clarification related proposals

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers is or appears to be incomplete or erroneous or where specific documents are missing, the EIT Urban Mobility may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

3.5. Negotiation about the submitted proposal (optional)

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers is or appears to be incomplete or erroneous or where specific documents are missing, the EIT Urban Mobility may request

the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

3.6. Signature of contract

The successful and unsuccessful tenderers will be informed about the result of the award procedure.

For the contract, the template in Annex 1 shall apply.

Within 2 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility. In case the winning tenderer is unable to sign the contract within the described period, the EIT UM may decide to contract the second best.

3.7. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify tenderers of the cancellation. In no event shall EIT Urban Mobility be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Urban Mobility has been advised of the possibility of damages.

3.8. Appeals/complaints

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to EIT Urban Mobility. The tenderers have 3 days to file their complaints from the receipt of the letter of notification of award.

3.9. Ethics clauses / Corruptive practices

EIT Urban Mobility reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, the EIT Urban Mobility may refrain from concluding the Contract.

The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform the EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

3.10. Safeguarding of EU's financial interest

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, EIT Urban Mobility has the right for the purposes of safeguarding the EU's financial interests, the proposal and the contract of the supplier may be transferred to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Annexes

Annex 1: Contract Template / Terms and Conditions

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is hereby made by and between:

EIT Urban mobility /UM/ [EIT Urban Mobility s.l.], a private limited company, having its registered office and place of business at [Pere IV, 362. 09019, Barcelona. Spain], with company registration number [Temporary registration number: 118237] and VAT number [B67513630], legally represented herein by [name of representative], acting as [position of the representative]; hereinafter referred to as: the **‘Contracting Party’**;

and

[Company name], a private limited company, having its registered office and place of business at [Company’s address], with company registration number [Company’s registration number] and VAT number [Company’s VAT number], legally represented herein by [name of representative], acting as [position of the representative]; hereinafter referred to as: the **‘Supplier’**;

Hereinafter jointly referred to as: the ‘Parties’ or individually as a “Party”;

WHEREAS:

EIT UM is an association whose funds are used to promote innovation, entrepreneurship and education in the field of urban mobility;

EIT UM has launched a procurement procedure for the performance of certain Services described in Annex 1 to this Agreement, via a tender referred to in Annex 1 (“**EIT UM Tender**”) and Supplier has been selected as Service Provider for EIT UM for such Services, based on Supplier’s Offer as referred to in Annex 1.

Supplier has knowledge and experience in performing the aforementioned Services described in Annex 1, on the basis of a temporary engagement (hereinafter: the **‘Services’**);

Supplier is willing and able to provide the Services to EIT UM, as further provided for in this Agreement;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement.

The body contains standard general provisions applicable to all Services purchased by EIT UM from Supplier under this Agreement.

Annex 1 contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT UM from Supplier under this Agreement.

Both the body and Annex 1, as well as the EIT UM Tender (as referred to in Annex 1) form the Agreement.

In case of discrepancy between the description of Services and time schedule in the EIT UM Tender and the description of Services and time schedule in Annex 1, the EIT UM Tender shall prevail. In case of discrepancy between a provision in the body and a provision in Annex 1, the provision in the body shall prevail unless the deviating provision in Annex 1 states expressly that it is specifically agreed by both Parties as being in deviation of a specific provision of the body and refers clearly to the provision of the body concerned.

Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

Supplier does not commit to provide the Services exclusively to EIT UM, unless and to the extent provided in Annex 1 for certain specific types of Services.

The contractual relationship between EIT UM and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT UM is therefore not bound by and expressly rejects Supplier's general conditions of services and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under Annex 1 for EIT UM under this Agreement, within the time schedule specified under Annex 1.

Supplier agrees to perform the Services by exercising due skill, speed and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement and shall make every effort to the best of Supplier's abilities to serve the interests of EIT UM as much as possible.

Supplier is free to organise the way it provides the Services and the timing thereof autonomously and at its own discretion without supervision or authority of EIT UM, (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under Annex 1, and (ii) subject to specific requirements as may be stated in Annex 1 regarding the way

the Services shall be provided. Supplier may conduct its business activities from its own premises but may be requested to operate from EIT UM's premises whenever it is necessary for the performance of the Services. Supplier shall arrange their own travel, should they need to travel in order to perform the Services. When performing the Services, Service Provider shall use its own tools and materials, work forces. Supplier shall be fully responsible for the proper execution of this Agreement in all respects.

Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Services. Additional requirements relating to personnel may be provided in Annex 1, as the case may be.

Unless otherwise specifically provided under Annex 1, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to the subcontracting. Supplier remains at all times responsible for the work performed by its subcontractors and for the acts, defaults and negligence of such subcontractors, and no subcontract shall create any contractual relationship between any subcontractor and EIT UM. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement, Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by EIT UM separately.

If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in Annex 1, Supplier shall notify EIT UM hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UM.

Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a Performance certificate after completion of Services. Should EIT UM fail to reject part or all of the Services provided within 15 (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re-perform the rejected (part of the) Service promptly (but no later than 5 days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the EIT UM procurement rules, i.e. if:

- (a) mutually agreed in writing, and
- (b) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
- (c) the modification does not alter the overall nature of the contract; and
- (d) any increase in price is not higher than 25 % of the original value of the Agreement. In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 25% of the original value of the Agreement; and
- (e) modifications above 10% of the original value of the Agreement should only amend specific conditions of the Agreement and be made by way of an amendment to this Agreement signed by both Parties.

The Parties designate the following contact persons for communication with respect to this Contract:

For EIT UM:

Name: ...

Phone: ...

E-mail: ...

For Service Provider:

Name: ...

Phone: ...

E-mail: ...

Compensation, invoicing and payment, expenses

Supplier is entitled to charge, in respect of Supplier's Services as described under Annex 1, the compensation specified in Annex 1 per Service.

Supplier may only charge the amounts under Section 4.1. corresponding to the delivered Services, after acceptance of such Services by EIT UM.

Further, Supplier may only charge the amounts under 4.1. subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant Progress Reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

An invoice shall be considered as correct when containing the following essential elements:

- (a) the name and address of Supplier
- (b) the VAT identification number of Supplier
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM S has accepted them)

- pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
 - (i) the nature and type of Services supplied
 - (j) the following data for every VAT tariff or exemption:
 - the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)

in case of advance payment: the date of payment, if this is different from the invoice date

the amount of VAT

By deviation to Section 4.2., Supplier may charge the amounts under Section 4.1., at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Section 4.3. shall apply to each regular invoice.

The payment term applying to Supplier invoices fulfilling the requirements of this Section 4 is fixed in Annex 1.

All amounts corresponding to the compensation per Service, as fixed in Annex 1, shall be fixed tariffs, which may not be revised during the Term of this Agreement, unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

Supplier may charge expenses to EIT UM, to the extent Annex 1 provides for such possibility. Expenses shall only be paid if EIT UM has given its written approval prior to Supplier incurring said costs.

If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.

Supplier hereby unconditionally accepts that EIT UM has the right to set off any amount that EIT UM owes to Supplier under this Agreement, with any amount Supplier owes to EIT UM under this Agreement or any other agreement.

Taxes, other contributions, no employment agreement and related indemnification

All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax ("**Taxes**").

If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT UM, which taxes shall be paid by EIT UM in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.

In addition to Section 5.1. and 5.2., all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called "**Contributions**").

Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT UM and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the Parties irrespective of the extent of economic dependency of Supplier on EIT UM.

Supplier shall indemnify and keep EIT UM harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

Intellectual property, ownership and licensing, IP infringement indemnification

"**Intellectual Property Rights**" or "**IP**" shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations or re-issues of the foregoing.

Unless expressly specified otherwise in Annex 1, should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results ("**Deliverables**"), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT UM.

In addition to Section 6.1., any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM S. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT UM.

By exception to Section 6.1., Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier ("**Background IP**").

Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to EIT UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.

Supplier shall not, without EIT UM' prior written consent, publicly make any reference to EIT UM, whether in press releases, advertisements, sales literature or otherwise.

Unless expressly specified otherwise in Annex 1,

Supplier shall indemnify and hold harmless EIT UM, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT UM, shall defend any such claim at Supplier's own expense. By "Affiliate" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT UM, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.

EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.

If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT UM, but at its own expense: either 1) procure for EIT UM or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non- infringing equivalent.

If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

Confidential Information means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as "confidential" or "proprietary" or words of similar import when disclosed, and (b) is orally disclosed and is

summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

During the period beginning on the Effective Date and continuing for a period of five (5) years thereafter (the “**Confidentiality Period**”), Supplier agrees not to: (i) use EIT UM’ Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UM Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners’ employees who (A) have a legitimate “need to know” to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Supplier shall protect EIT UM’ Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature.

Supplier’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to EIT UM, prior to the time of receipt from EIT UM as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of Supplier; (c) is lawfully furnished to Supplier by a third party without use or disclosure restrictions; or (d) is developed by Supplier without use of or reference to any of EIT UM’ Confidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT UM thereof to give Supplier the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

Supplier is not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT UM or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.

EIT UM shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

Supplier shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to EIT UM in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

For the purpose of this Agreement,

- **“Personal Data”** shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT UM current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors;
- **“Processing”** shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb **“Process”**).

Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:

- (a) comply with all privacy and data protection law and regulations applicable to its Services;
- (b) Process Personal Data only (i) on behalf of and for the benefit of EIT UM, (ii) in accordance with EIT UM' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UM, and (iv) insofar necessary for the Services rendered to EIT UM and as permitted or required by law;
- (c) maintain the security, confidentiality, integrity and availability of the Personal Data;
- (d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and
- (e) promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Section 8.

Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Section 8.

Liability, indemnification, insurance

Supplier shall indemnify and hold harmless EIT UM, its Affiliates, agents and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Supplier to EIT UM under the Agreement.

Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to EIT UM immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT UM and shall pay its insurance proceeds to EIT UM and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Supplier or any other insurance. EIT UM shall be entitled to take legal action against Supplier.

Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.

Subject to Section 9.3 In no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

Subject always to Section 9.3., depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in [Annex 1](#).

Suspension, termination of the Agreement

The Agreement is entered into as from the Effective Date specified in [Annex 1](#) and shall end by operation of law, without the requirement of prior notice of termination, on the date the last of the Services have been delivered by Supplier, accepted and paid by EIT UM ("Term").

As an exception to the above, EIT UM may suspend, withdraw, dissolve or terminate this Agreement fully or partially with immediate effect without incurring any penalty or compensation if and as soon as:

- (a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Supplier files a petition for bankruptcy or is declared bankrupt; or
- (e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Supplier enters into voluntary or judicial liquidation;
- (g) the business of Supplier ceases to exist or control or ownership is taken over by a third party;
- (h) as a result of the termination of the European Programme(s) which requested EIT UM to enter into this Agreement (as the case may be).

As from receipt of a termination notice from EIT UM (under any legal ground), Supplier shall take immediate steps to bring the terminated Services to a closure in a prompt and orderly manner and to reduce expenditure to a minimum.

Supplier may, after giving 14 calendar days written notice to EIT UM, terminate the Agreement if EIT UM:

- (a) Fails for more than 120 calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Section 4; or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than 90 calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right for the purposes of safeguarding the EU's financial interests, the tender proposal and the Agreement with Supplier may be transferred to internal audit services, the EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office ('safeguarding the EU's financial interests').

Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The contractor is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

All notices given under this Agreement shall be given in writing. Any subsequent change of address shall be promptly notified by the Party concerned to the other Party and embodied in an amendment to the preamble of this Agreement.

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. EIT UM shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately if the context of the non- performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Services to be supplied.

Supplier shall not transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of EIT UM. Any such pre-approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

The rights and remedies reserved to EIT UM are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

Neither the failure nor the delay of EIT UM to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UM to enforce each and every provision of the Agreement.

No course or prior dealings between the parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.

No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT UM and Supplier.

In the event that any provision(s) of this Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.

The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the EIT UM ordering entity is located, as applicable.

Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Section 12.12. applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

If so chosen by EIT UM in accordance with Section 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration, which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of the Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Section 12.10.

The United Nations Convention on International Sale of Goods shall not apply to the Agreement.

Drawn up on [DATE] and signed in two copies:

_____	_____
EIT UM	[company name]
[name of representative]	[name of representative]
[position of representative]	[position of representative]

Annex 1 to the Service Agreement

In addition to the general terms and conditions specified in the body of the Service Agreement, the Parties hereby agree on the following specific conditions and details:

Description and timing of the Services subject to the procurement procedure (as per the Whereas section, Section 3.1., of the Agreement) and detailed description of the types of Services and Deliverables (as per Section 6.2 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

Price of the Services (as per Section 4 of the Agreement):

In application of Section 4.1. of the Agreement, the following Services shall be remunerated on the basis of an hourly rate, fixed per type of Services, as follows:

Services	Price
[subject of the services]	[(unit) price of the services]

Charging the compensation to EIT UM (as per Section 4. of the Agreement)

Supplier may charge the amounts of the Agreement at the end of the following period:

Payment 1 – [description]	[date]
Payment 2 - [description]	[date]
Payment 3 - [description]	[date]

Payment term applying to Supplier invoices (as per Section 4 of the Agreement):

Payment term (expressed in calendar days)	30 days
---	---------

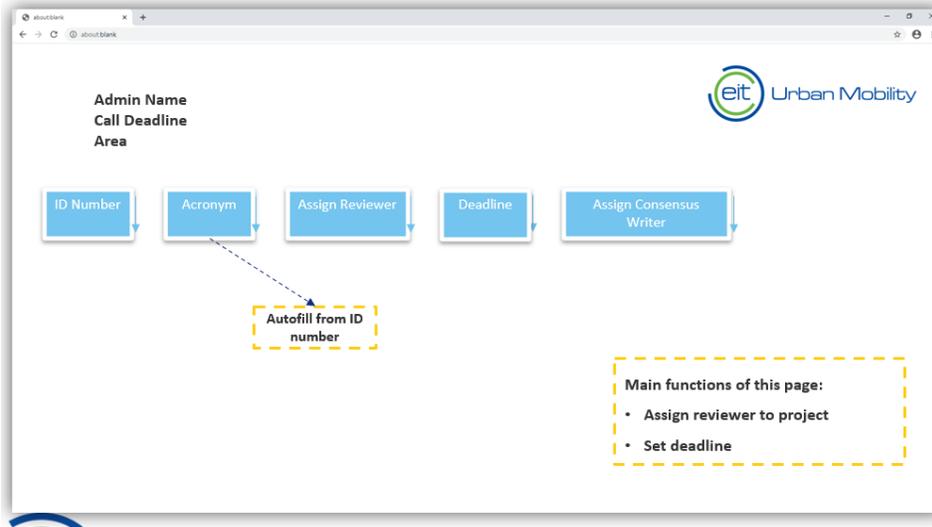
Term of the Agreement (as per Section 10 of the Agreement):

In application of Section 10.1. of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

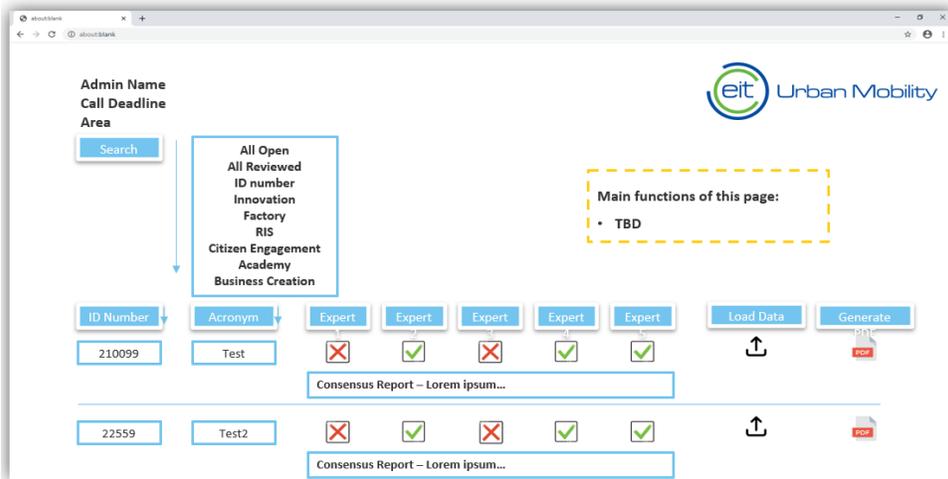
Effective Date (start of the Agreement)	Termination Date (i.e. date on which the last Service is expected to be delivered and paid)
[starting date of the contract]	[end date of the contract]

Annex 2: Initial design drafts for the Evaluation Tool

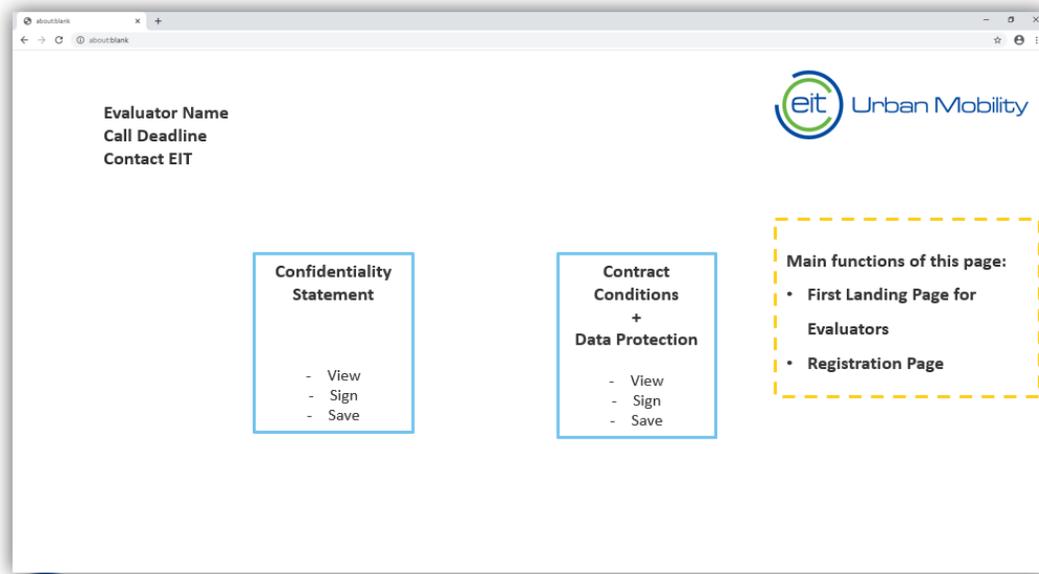
Admin View



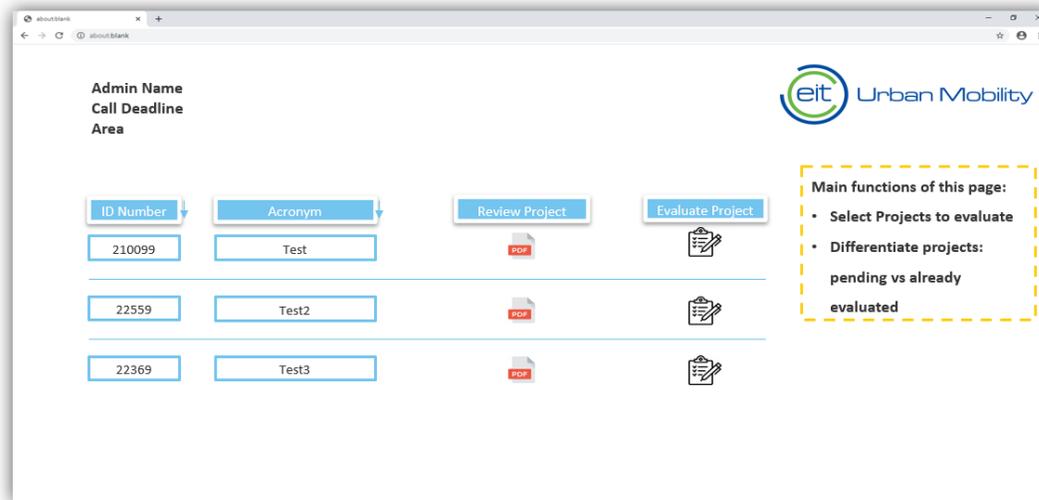
Admin View



Evaluator View



2. Evaluator View



Evaluator View

The screenshot shows a web browser window with the URL 'about:blank'. The page features the 'eit Urban Mobility' logo in the top right corner. On the left side, there are input fields for 'Admin Name', 'Call Deadline', 'Area', and 'Product ID (Acronym)'. The main content area is a table with three columns: 'ID - Area', 'Evaluation', and 'Score'. The table has five rows for evaluation categories: 'A - Area Excellence', 'B - Area Impact', 'C - Area Implementation', 'D - Demo Readiness', and 'E - Private Comments'. Below these rows is a yellow 'Aggregate Score' row. A dashed yellow box on the right contains the text: 'Main functions of this page: Project evaluation form for experts'.

ID - Area	Evaluation	Score
A - Area Excellence		
B - Area Impact		
C - Area Implementation		
D - Demo Readiness		
E - Private Comments		
Aggregate Score		

Main functions of this page:
• Project evaluation form for experts