



# Request for Proposals

Production of a Face-to-Face course on Sustainable Urban Mobility Plans, Digitalisation and MaaS for Cities in Italy and Europe

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

Barcelona | 12 July 2021

Funded by the  
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# 1. Overview of EIT Urban Mobility

## 1.1. 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.*

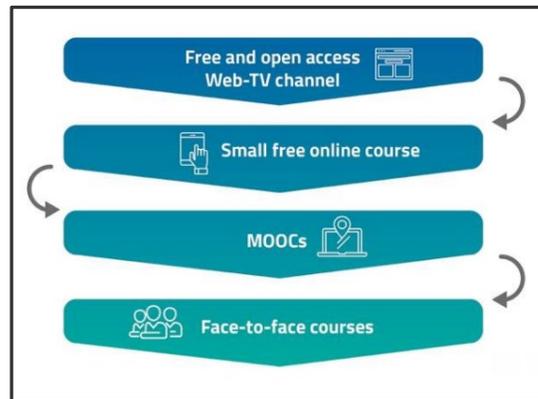
The Academy is the collaborative arena for lifelong learning within EIT UM.

The Academy helps to build critical capabilities for innovation and transformation. The Academy is training the next generation of urban mobility practitioners needed by the urban mobility ecosystem of the future. It will close the urban mobility knowledge gap with challenge-based training using the latest education methodologies across disciplines and sectors. The Academy programmes are intersectoral, interdisciplinary, international, and entrepreneurial.

Within the Academy, the Competence Hub offers intensive programmes on hot topics in urban mobility and transport to work with professionals from different sectors, such as project managers, engineers, city executives and entrepreneurs. These programmes are co-created by our partners in various locations in Europe. These lifelong learning initiatives use a variety of formats including light online material in a Web-TV channel, online courses (short courses and MOOCs), in-project training, and co-creation work, as well

as more conventional face-to-face seminars. The Competence Hub aims to reach a total of 500,000 people per year through its online offers.

The Competence Hub provides a customized and accessible way for busy professionals - people working for city authorities, public institutions, companies, or start-ups - to learn about the latest topics in mobility and transport. It operates using a funnel model with four levels and a blended approach to learning. While the first two levels offer easy access and up-to-date knowledge for a broad audience, the third and fourth levels are more tailored and deal with specific projects or topics.



**Figure: EIT Urban Mobility – The 4-level approach of the competence hub**

This model enables the Competence Hub to probe new topics constantly, using the EIT Urban Mobility Academy WebTV as a base to connect with a large community of urban mobility professionals and potential learners. The four layers of the model are:

1. **EIT Urban Mobility Academy WebTV:** The WebTV is a compilation of short videos (2 to 5 minutes) produced and diffused on a regular basis. The aim of the WebTV is to connect with a high volume of urban mobility professionals from all sectors, by producing videos that provide short/introductory answers to the many questions they ask themselves when facing new professional challenges or responsibilities and try to research by browsing the internet. EIT Urban Mobility WebTV videos currently available:

[https://www.youtube.com/playlist?list=PLL-kekO8\\_f-Xm9u0IYXsqSZi27-1CgeiS](https://www.youtube.com/playlist?list=PLL-kekO8_f-Xm9u0IYXsqSZi27-1CgeiS)

2. **Short Free Online Courses (SFOCs):** The short online courses (30 minutes to 3 hours) are developed around the WebTV topics that gain most attraction or sustainable mobility topics for professionals that are not covered by existing training programmes and institutions. These courses are asynchronous and developed fully online, so that each learner can take/complete them whenever she/he wishes. These courses provide compelling introductory learning contents on important urban mobility issues, trends, tools, etc. The content is fully available for free, so that as many urban professionals as possible can benefit from these courses, discover the value that the Competence Hub can bring to them, and leverage our SFOCs to become better professionals. EIT Urban Mobility Academy Short Courses currently available:

<https://www.eiturbanmobility.eu/competence-hub/e-learning-courses-competence-hub/>

3. **Massive Open Online Courses (MOOCs):** The Competence Hub also offers a second category of online courses, our “MOOCs for professionals” (10 to 20 hours to fully complete, over a period of a few weeks/months). These longer and more comprehensive online trainings provide more advanced, detailed and academically rigorous content and training activities, yet maintaining a strong hands-on and applied focus that urban mobility professionals are looking for. The subjects/topics that are addressed are identified and produced based on the analysis of the knowledge gap within the urban mobility market (public and private sectors), the existing online learning solutions in the professional learning market that are already available, and the appetite/interests for certain specific topics expressed by our target audiences and current learner community. These courses allow for a deeper and more comprehensive understanding and knowledge/skills development process. EIT Urban Mobility Academy MOOCs currently available:  
<https://www.eiturbanmobility.eu/competence-hub/e-learning-courses-competence-hub/>
4. **Face-to-face synchronous (F2F) courses:** In the previous levels, the target audience of the training programmes is mainly “individual professionals” (B2C market) and most of the content produced is delivered asynchronously. In this fourth/final level of the funnel, the aim is to primarily focus on the development of synchronous courses for organisations (B2B and B2B2C markets). In some cases, synchronous programmes will/may also target individual professionals from different organisations. By leveraging our unique community of partners and by building multi-partner collaborations and partnerships, which bring together cities, corporates, research institutes, and start-ups, the Competence Hub will create, develop, and probe various innovative training programmes and services that currently are not available in the urban mobility sector. By focusing on the B2B and B2B2C mobility market segments with high levels of needs/expenditure on staff training, the Competence Hub will build, test and scale custom training programmes and solutions.

## 2. General objectives and scope of work

### 2.1. General objectives

By the present procurement procedure, the EIT KIC Urban Mobility S.L. hereby being referred to as “the EIT UM” or as “EIT UM” is aiming to identify a supplier capable of supporting the design and delivery of one F2F training programme on the topic of Sustainable Urban Mobility Plans, Digitalisation and MaaS. This course is part of a series of 5 different face-to-face synchronous courses that EIT UM wishes to develop in 2021 and which should be held either online (webinar format) or “on-site” and/or blended formats. In this particular case, EIT Urban Mobility wishes to partner with a third-party urban mobility consultancy or

similar institution (supplier) to develop an open-enrolment F2F course on the above-mentioned topic. Considering that this course must be replicable/scalable and will be one of the components of EIT Urban Mobility Competence Hub's Financial Sustainability strategy, the proposal should also contain a detailed business and financial sustainability plan covering the period until 2026 (see details below).

EIT Urban Mobility Competence Hub's training programmes and contents are addressed to professionals around Europe working or interested in urban mobility and sustainable urban development. These professionals can be either from the private sector (industry, technology, services, start-up, multi-national firms, etc.) or from the public and non-governmental sectors (city officials, civil servants, NGOs, associations etc.). More specifically, this course should be designed for an Italian audience principally composed of urban mobility professionals from local/regional/national public authorities in Italy. It can also include representatives from other private or non-for-profit organisations, if relevant. All in all, the course should target professionals interested and/or involved in the deployment of SUMP.

The proposal to be presented should cover: the development of the course contents, the commercialisation of the training and the organisation of a first edition in Italy in 2021.

In addition, a plan on how the courses will be replicated and delivered after 2021 over a period of 5 years (until 2026) should also be provided, with the relevant financial data/estimates. This means that the course that is delivered in 2021 should be replicable and have the market-potential to generate profits (either through direct payments from the beneficiaries or through third party sponsorship/funding) by 2026. A Commercial Agreement will be signed between the supplier and EIT UM to define the modalities of such cooperation on the basis of a business/financial sustainability plan and a revenue-share plan that must also be part of this proposal. The yearly and total Return on Investment (ROI) forecasts for EIT Urban Mobility over the period of 5 years should be clearly defined.

Given the pandemic and its current repercussions, we also encourage our supplier to include a "pandemic" and a "post-pandemic" scenario, whenever relevant.

### **Content and objectives of the course**

The Competence Hub wishes to identify a supplier capable of supporting us in the creation of a face-to-face course on the topic of Sustainable Urban Mobility Plan, Digitalisation and MaaS to support Italian city officials in making their cities more liveable and sustainable. The course should therefore be delivered in Italian and the training material should also be provided in Italian.

The training should identify, present and analyse the different planning tools available in Italy to develop a tailored, strategic and sustainable vision of mobility within a given territory. It should also analyse the current situation and propose strategic and operational guidelines to implement these tools and improve the quality of life in the city, while underlining aspects of environmental sustainability, security and social equity. Moreover, the course should address digitalisation in urban planning, focusing on challenges such as Mobility-as-a-Service (MaaS) as an integrator of new private mobility / last mile mobility services with traditional modes of transport as well as its dynamics with urban logistics.

Due to the covid context, this training will also be the occasion to define how those two tools can help to build the post-covid cities and face new challenges such as public transport ridership decrease, the rise of micro and non-motorised transport and the first significant increase of car usage over the last 20 years.

## 2.2. Detailed scope of work

### Important elements to take into consideration

**Methodology:** a clear explanation of which type(s) of methodologies will be used in the course should be included as part of the proposal. More specifically, the proposal should outline what tools, formats and activities will be used in the course: lectures, exercises/workshops, field visits/trips, case studies, online support tools, online activities, specific or innovative learning methods, gamification etc.

**Target audiences:** the target audience(s) should be clearly defined in the proposal.

There are two audience categories that we preferably wish to address:

1. Urban planners, city officials and executives, within middle-sized and large Italian city administrations and authorities.
2. Employees, managers, and executives from companies operating in Italy (both public and private) actively involved in the urban mobility and/or sustainable urban mobility markets, in Europe and beyond.

The identified target organisations/audiences should be able to cover an important part of the cost of the course, especially once the pilot versions of each course will have been executed. As explained above, these costs can be covered by the participants themselves or indirectly through third party funding/sponsoring.

**Participants:** Each F2F course edition/cohort should gather between 10 and 30 participants. A given course cohort should attract enough students to be financially viable/profitable while also limiting the group size in order to optimise the quality of the learning experience through active participation and interaction.

If the course is delivered in an online format (synchronous), a higher number of participants can be considered, as long as the learning experience as a whole be adapted accordingly.

**Length:** The course may range between 2 and 5 days per edition. The training activities may be spread over several days/weeks. This could allow participants to reflect on what they have learnt, prepare for the following learning sessions, and do some complimentary work (individual/group projects or assignments, etc.), if necessary.

If considering online synchronous learning, especially during the pandemic context, the length, and the way the sessions are imparted should be adjusted to the specificities of this learning modality, favouring shorter and more interactive scenarios. The speakers involved should already possess prior experience in handling such formats.

Each course should be divided into various “learning modules” that form a structured course structure which should be pedagogically robust. A clear calendar detailing the course length as well as a short summary of the modules planned to take place each day should be included in the proposal.

**Learning outcomes and impacts:** the learning outcomes of the course should be clearly identified and defined as part the proposal: what will the course taker learn (knowledge, skills, etc.)? What will she/he be able to do after following that course that she/he was not capable to do before? How will a learner benefit from following the course? How can these benefits be measured/materialised?

**Scalability:** as explained above, the course should be designed and thought of as a model that is both scalable and replicable in different contexts/cohorts all over Europe: if the course works well in Italy, it should be possible to easily replicate and scale up in other European cities.

**Logistics and implementation:** Where and how will the course take place? Will the course be on-site, online, blended or both on-site and online at the same time? The implementation process and related financial implications should be clearly defined/analysed.

**Programme directors/speakers:** Each F2F course should be directed by a Programme director with the necessary knowledge and experience to design and impart the course in Italian and/or identify the necessary speakers to help him do so. The background of the Programme director may be academic, professional, or both. It is important that she/he can build relevant and impactful training activities that allow urban mobility professionals build more sustainable cities. It is important that the prior experience of the Programme director and the speakers in training urban mobility professionals be detailed in the proposal.

**Branding:** All the promotional materials and the learning materials used during the course should include a logo of EIT Urban Mobility as well as the logo of the provider (co-branding). All promotional and course material/content that results from EIT Urban Mobility co-funding/co-financing should comply with a series of rules and regulations (logos, banners, fonts, display, etc.) which will be detailed by the EIT Urban Mobility staff. With respect to all promotional and open-online contents that are produced as part of the course, the Communication team of EIT Urban Mobility must review and validate this point before the courses/content are useable by the public.

**Participant survey:** A standard survey for collecting the learner’s feedback should be made available at the end of the course. A survey model will be provided by EIT Urban Mobility and can be adapted to the course if necessary. Full access should be granted to EIT UM with respect to the data generated and to the analysis/analytics of these data.

**Languages:** This course must take place in Italian and all the material should be available to participants in Italian. Regarding the replicability of the course in other cities/countries in the following years, how to address this should be explained in the proposal (course design, content translation, expert identification, delivery, etc.). A mix of languages (English and local) and/or live translation may also be used if relevant.

**Title/presentation:** the formulation of the title and the presentation of the modules of the course should be engaging to the target audience. For example: “How to become a digital transformation agent within

your city’s administration”, is engaging and provides a clear understanding of the benefits of following this module of the course.

**Learning modalities:** knowledge-based content/lectures as well as different interactive experiences (group work, exercises, debate questions etc.) should be included in the course to make it as interactive and engaging as possible. Workshops, field visits, gamification or case studies are highly recommendable to make the course more attractive and enhance the learning experience.

**Participant data/contacts:** EIT UM must be able to communicate directly with all the learners following the course it has co-funded/co-financed. EIT UM should be provided with the same access to the learners contact data as the course provider (emails of participants and/or other contact options).

**Accreditation:** if relevant, the course must be accredited by competent authorities in Italy. The capacity to proceed with accreditation and the way the accreditation process will be managed should be explained in the proposal.

**Business model:** regarding the investment needed to develop these face-to-face courses, EIT UM will cover the costs related to the course design, development, commercialisation and implementation of the first course cohort, in 2021.

The supplier should therefore include/detail the following elements in the proposal:

- A clear business model over 5 years detailing for each year, the different costs per categories (course design, course development, sales/marketing, etc.) as well as the different revenue streams (including EIT UM funding). It is important that each edition of the course be able to generate revenue, independently from the funding received by EIT UM. During the first year of EIT Urban Mobility should will be given 100% of the revenues generated by the course. From the second year onwards until 2026, a revenue-generation forecast and a revenue-sharing forecast should be detailed, which includes the yearly and total revenue share forecast allocated to EIT Urban Mobility. It should be possible to run the course from 2022 onwards with no additional funding from EIT Urban Mobility.
- Different revenue generation models can be considered (charging beneficiary organisations, charging participants, third-party funding/sponsorship, etc.) as long as there is a clear and concrete possibility to replicate the course into several cohorts so to attract enough cities/corporations/participants/sponsors to make the course financially viable.  
The course should be replicable in any country across Europe. The capacity of the supplier to deliver the course in countries geographically close to Italy (France, Switzerland) will be positively evaluated.

A Commercial Agreement will be signed between the selected supplier and EIT UM in order to formalise the commercial nature of the relationship between the supplier and EIT UM and set the conditions according to which the supplier will have to share the revenue generated by the course with EIT UM.

**Content delivery:** one or various Programme Directors should design the course and be the “face of the course” to the public. It is important that at least one Programme Director be a qualified and a recognised professional within the field of expertise of the course. If there are any associated recurrent costs of involving the Programme Directors and/or other academic supervisors (mentors, tutors, etc.), they should be clearly specified within the proposal. Once the course has been developed and validated through the initial cohorts, it will be important that these recurrent costs be fully covered by the revenue the course will generate. The way this will be achieved should be detailed in the proposal.

The learning must be practical and applicable (as opposed to an overwhelming academic/conceptual focus), and important learning concepts within each learning module must be properly illustrated. Illustrations can be provided through:

- Market-Business perspectives: key players/disruptors, new products and services, concepts, technologies, innovative policies, etc., by academics and researchers.
- Debates on key questions/issues, by policymakers, experts, entrepreneurs, etc., as well as citizens, activists, etc., to understand and present different points of views.

Case studies so that the learner can have an understanding on how these different concepts and issues are dealt with.

The course should include interactive moments and workshops to ensure a dynamic, participative, and diversified learning experience. How this will be achieved needs to be explained in the proposal (it could include workshops, exercises, moderated discussions, the use of online tools, gamification, etc.).

**Marketing/diffusion:** a Marketing/Sales Strategy should be included within the proposal, explaining how the course will be marketed to the relevant target audience(s) and/or organisation(s). Marketing strategies in which the provider or a partner will be specifically in charge of leading marketing and sales activities will be preferred.

To facilitate the marketing of the course, a course brochure and/or webpage should be created and disseminated to potential customers. This course brochure should clearly highlight what the course is about, the structure of the course, the key outcomes, and all other practical information (such as dates, price, location, registration details etc.), and gather the feedback from the participants from initial cohorts, as well as ask Key Performance Indicators of the course’s impact.

The availability of marketing/sales/potential participant databases as well as existing marketing and sales teams/infrastructures, addressing the professional urban mobility target groups will be positively valued and should be detailed in the proposal.

**Commercialisation:** The provider will ensure that the course produced complies with relevant IPR rules and regulations (background IP, copyright laws, etc.). An ownership and revenue distribution scheme should be included in the proposal. The way in which the income generated by the course will be collected/handled/shared (by the provider, by a third party, etc.) should be detailed in the proposal.

## 2.3. Timing and planning

### 2.3.1 Start date & period of implementation

The intended start date is, at the latest, 2<sup>nd</sup> August 2021 and is expected to last, at the latest, until 15 of December 2021. The first edition of the course is to take place in the Autumn of 2021.

EIT Urban Mobility currently has the budget to cover the needs of the present activities for the year 2021. EIT Urban Mobility reserves the right to use the direct award procedure with the winner of the present procedure for covering the needs of additional 12 months in the course of 2022- 2023 once the budget is known and all resources of the present contract are used up.

### 2.3.2 Location

This project doesn't have a specific office location during the implementation – the provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

On a needed basis, the provider can be called for specific assignments either to EIT Urban Mobility or its Innovation Hubs or to its partners or any other project site designated by EIT Urban Mobility. All costs borne for such travels shall be subject to reimbursement detailed later by EIT Urban Mobility if justified.

### 2.3.3 Payment terms

Available maximum available funds per course is 40,000 EUR (VAT excluded).

In Payment shall be made in three phases upon the acceptance of the deliverables completed:

1. After the start of communications on the course (early September at the latest) – 30%
2. After delivery of draft contents (mid-October at the latest) – 30%
3. After the course has taken place and final tasks have been delivered (mid-December at the latest) - 40%

## 2.4. Deliverables

The work will be delivered in phases with the submission of the following components at dates that must be agreed by both parties:

1. Course structure, communication plan and tools – End of August 2021
2. Content material – mid October 2021
3. Delivery of course – November 2021
4. Final tasks – 15<sup>th</sup> December 2021

# 3. Proposal Process

## 3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	16 July, 2021
Deadline for submitting proposal	23 July, 2021
Intended date of notification of award	30 July, 2021
Stand still period	3 days
Intended date of contract signature	2 August, 2021
Intended start date of the contract implementation	2 August, 2021

## 3.2. Participation

Participation in this procedure is open to all interested applicants.

## 3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 23 July 2021, 16:00 Central European Time**, to:

**Contact name:** For the attention of Mr. Gautam Rao, Head of the Competence Hub at EIT URBAN MOBILITY.

**E-mail:** [procurement@eiturbanmobility.eu](mailto:procurement@eiturbanmobility.eu)

#### The proposal shall contain:

- a. The technical response to the services requested (see Section 2.2: 'Detailed scope of work')
- b. The financial offer (the price for the service.) The financial offer must be presented in **EUR**. The price must be indicated as net amount, excl. VAT)

#### **The email including the proposal from the bidder should be sent and delivered by 23 July 2021, 16:00 Central European Time.**

- Proposal must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderer is, 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 tenderers' proposal.

### 3.4. Minimum requirements

The following documents and declarations are to be submitted together with the tender by the tenderer (in case of a group of tenderers, this applies to each member). In order to be considered valid, proposals must include:

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);
- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have to submit their proposal in their offer. Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged to accept any amendment requests, proposed modifications nor contract templates.

### 3.5. Validity of the proposal

Tenderers are bound by its proposal 30 days after the deadline for submitting the proposal or until they have been notified of non-award.

The winners must maintain its proposal for a further 30 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT Urban Mobility.

### 3.6. Additional information before the deadline for submitting proposals

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

**Contact name:** for the attention of Mr. Gautam Rao, Head of the Competence Hub.

**E-mail:** [procurement@eiturbanmobility.eu](mailto:procurement@eiturbanmobility.eu)

EIT Urban Mobility has no obligation to provide clarification if decides.

### 3.7. Cost for preparing proposals

No costs incurred by the tenderers in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

### 3.8. Ownership and confidentiality of proposals

EIT Urban Mobility retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connections with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, the CA has the right for the purposes of safeguarding its financial interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

### 3.9. Clarification related proposals

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

### 3.10. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderer, EIT Urban Mobility can negotiate the contract terms and conditions with the tenderer. In this negotiation, EIT Urban Mobility will ask the tenderer to adjust the proposal or specific sections of the proposal within an appropriate time limit.

## 4. Evaluation of proposals

### 4.1 Exclusion criteria

The Tenderers will be excluded from participation in the current procedure, if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgment or a final administrative decision that the Tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

- ii. entering into agreement with other Tenderers with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the Tenderer is guilty of fraud, corruption or money laundering.

## 4.2 Award criteria

The EIT UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document, and ensure best value for money by applying the below equation:

The technical score is calculated based on the assessment rating below:

<p>EXPERIENCE</p> <p><i>Description of former experience with working on a similar project (see 2.1 to 2.3 above): Experience in designing and developing synchronous face-to-face courses. 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.</i></p> <p>&gt;Experience in training in the field of urban mobility: <i>Minimum experience 2 years - 2 points, 4 years of experience and more - 5 points</i></p> <p>&gt;Experience in working with local authorities on SUMP and MaaS deployment: <i>Minimum experience 5 years - 2 points, 10 years of experience or more - 5 points</i></p> <p>&gt;Experience in working with Italian municipalities and Italian Public Agencies: <i>Minimum experience 5 years - 2 points, 10 years of experience and more -5 points</i></p> <p>&gt;Experience in designing and using digital instruments to monitor the deployment of SUMP: <i>3 points</i></p>	<p>Max. 20 points</p>
<p>QUALITY</p>	<p>Max. 40 points</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"> <li>a. Description of how you plan to design and produce the F2F course and features to meet set requirements and process - 10 points (10 – 5 – 0)</li> <li>b. Overview of the core tasks/service packages and timeframe needed to fulfil the contract, the resources planned to be utilized for each core tasks/service packages (number of hours to fulfil the tasks/service packages). - 10 points (10 – 5 – 0)</li> <li>c. A detailed business plan until 2026 that includes investments, share of responsibilities, share of revenue and risk mitigation - 20 points (20 – 10 – 0)</li> </ul> <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>	
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The applicable award criteria will be weighted as follows:

A. Technical content: 70%

B. Financial offer: 30%

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 70%)

Evaluation of the technical content will be carried out following the below sub-criteria:

I. Technical capacity of the Tenderer (maximum score: 60)

B. Financial offer (maximum weighted score: 30%)

The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.

The lowest offered price shall receive the highest score (40), others shall be calculated in relation to that in linear equation.

### 4.3 Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 60%/40% basis, i.e.

*Total technical score: max. 60 (weight: 70%)*

*Total financial score: max. 40 (weight: 30%)*

*Total score: max. ... (total technical score x 0,7 + total financial score x 0,3)*

The winners shall be the one with the highest total score summed from technical and financial scores, and that tenderer shall be proposed for the contract.

The successful and unsuccessful tenderers will be informed in writing via email about the result of the award procedure.

#### 4.4 Signature of contract(s)

The tenderers will be informed in writing (via email) about the result of the award procedure.

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

Within 3 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.

#### 4.5 Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify the 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.

#### 4.6 Appeals / Complains

Tenderers believing that it has been harmed by an error or irregularity during the award process may file a complaint. Appeal should be addressed to EIT Urban Mobility. The tenderer has 3 days to file their complaint from the receipt of the letter of notification of award.

#### 4.7 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, EIT Urban Mobility may refrain from concluding the Contract.

The suppliers 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 EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

## 4.8 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

## 1.1 Annex 1 – Service Agreement

### 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. 08019, 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:

mutually agreed in writing, and

the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and

the modification does not alter the overall nature of the contract; and

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

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:      For Service Provider:

Name: ...      Name: ...

Phone: ...      Phone: ...

E-mail: ...      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:

the name and address of Supplier

the VAT identification number of Supplier

the VAT identification number of EIT UM

the name and address of EIT UM

the invoice number

the invoice date

the date on which the Services were supplied (provided EIT UM S has accepted them pursuant to this Agreement)

the quantity and type of goods supplied (if applicable)

the nature and type of Services supplied

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:

comply with all privacy and data protection law and regulations applicable to its Services;

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;

maintain the security, confidentiality, integrity and availability of the Personal Data;

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

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:

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

EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or

Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or

Supplier files a petition for bankruptcy or is declared bankrupt; or

Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;

Supplier enters into voluntary or judicial liquidation;

the business of Supplier ceases to exist or control or ownership is taken over by a third party;

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:

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

Consistently fails to meet its material obligations after repeated reminders; or

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

[name of representative]

[position of representative]

\_\_\_\_\_  
[company name]

[name of representative]

[position of representative]

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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 sercvices]

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
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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]

## 1.2 Tenders submission form

### Tender Submission Form

for the procedure of “.....[title of the procurement procedure]”

#### 1. Tender submitted by

Name of legal entity	
Registered address	
Tax registration number	

#### 2. Contact person

Name	
Address	
Telephone	
E-mail address	

#### 3. Statement

I, <name>, the undersigned, being the authorised signatory of the above tenderer [for consortiums, this must include all consortium members], hereby declare that we have examined and accept without reserve or restriction the entire content of the tender documentation for the above procurement procedure. We offer to provide the services requested in the tender documentation on the basis of the following, which comprise our financial offer and our technical offer [if applicable]:

<b>Award criteria</b>	<b>Tenderer's Offer</b>
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<p><b>Financial offer:</b></p> <p>&lt;presented in EUR (net amount, excl. VAT)&gt;</p>	<p>net X EUR</p>
<p>&lt;<b>Technical offer: (if applicable)</b>&gt;</p> <p>&lt;e.g. presented in number of years of experience&gt;</p> <p><b>e.g.:</b></p> <ul style="list-style-type: none"> <li>• <b>name and professional capacity of Expert 1 (according to RFP 4.2 a) ii)</b></li> <li>• <b>name and professional capacity of Expert N (according to RFP 4.2 a) ii)</b></li> </ul>	<p><b>e.g.:</b></p> <ul style="list-style-type: none"> <li>• <b>Expert 1:</b></li> <li>• <b>XY – X years of experience</b></li>   <li>• <b>Expert N:</b></li> <li>• <b>XY – X years of experience</b></li> </ul>

## 1.3 Tenders declaration form

<Date>

<Name and address of Contracting Authority >

**Subject:** <Please include here the title of the procurement procedure>

### TENDERER'S DECLARATION

Dear Sir/Madam,

In response to your letter of invitation for the above contract I, < Name and position of authorised representative of the firm>, hereby declare that we:

are submitting this tender for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as in a consortium or as an individual candidate);

we also confirm that we 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'). We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;

we accept that during the implementation of the contract and for four years after the completion of the contract, the supplier must keep confidential any data, documents or other material that is identified as confidential at the time it is disclosed ('confidential information').

we accept that during the implementation of the contract and for four years after the completion of the contract, the Contracting Authority has the right for the purposes of safeguarding the its financial interests, the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

We understand that if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative>