



Request for Proposals

Compliance Programme - Legal

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

EIT Urban Mobility KIC LE (“Contracting Authority” or “CA”)

Avenida Diagonal, 211, 08008

Barcelona, Spain

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eiturbanmobility.eu

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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.*

The EIT Urban Mobility S.L delivers breakthrough innovations to the market and breeds entrepreneurial talent for economic growth and improved quality of life in Europe. It does this by mobilising a pan-European ecosystem of more than 50 top European corporations, SMEs, start-ups, universities and research institutes constituted into the EIT Urban Mobility Association.

As a Knowledge and Innovation Community (KIC) of the European Institute of Innovation and Technology (EIT), the EIT Urban Mobility S.L is focused on entrepreneurship and is at the forefront of integrating education, research and business by bringing together students, researchers, engineers, business developers and entrepreneurs. This is done in a pan-European network of Co-Location Centers (CLCs), 5 Limited Liability Companies respectively based in Germany, Czech Republic, Denmark, the Netherlands and Spain.

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.

2. General objectives and scope of work

2.1. General objectives

The EIT KIC Urban Mobility, S.L.U and its co-location centers (hereinafter, the “EIT Urban Mobility” or “EIT UM”), aims to maintain and develop a relationship of trust in the areas it operates, especially with those individuals, groups or institutions whose contribution is essential to make the EIT Urban Mobility mission a reality or who have, in any way, an interest in that mission or in achieving its goals.

The EIT Urban Mobility also aims to carry on its activities by meeting the good governance principles of the European Institute of Innovation and Technology (“EIT”), established by Regulation (EC) N° 294/2008 of the European Parliament and of the Council of March 11, 2008 or the regulation that may substitute it.

Ethical behavior promotes and encourages the relationship of trust between EIT Urban Mobility and its stakeholders.

Good reputation is an essential intangible resource. A good reputation in external relations favours research, education, business, collaboration and investments, partnership loyalty, attracting the best human resources and supplier confidence while in internal relations, it helps to make and implement decisions without conflict and to organize work without bureaucratic controls or excessive use of authority.

Any act of fraud and its corruption in EIT Urban Mobility’s activities diminishes funds, assets and other resources necessary to fulfil EIT’s mandate. Fraudulent and corrupt practices can also seriously damage EIT’s reputation and decrease EU citizens trust in its ability to deliver results and transparent manner.

Therefore, EIT UM launched an Anti-Fraud Strategy 2021-2023 (hereinafter “**Anti-Fraud Strategy**”) which was approved on November 2021 by EIT UM’s Supervisory Board (**Annex II of the RFP**).

The EIT Urban Mobility has the following Policies, Tools, templates and Internal Processes and policies designated to mitigate identified risks, without prejudice of others that could be agreed:

I. Policies:

- The Code of Good Conduct and Conflict of Interest Policy that is enforceable to individuals and organisations who hold:

- A contractual relationship (employees, external collaborators, experts, natural persons and consultants).
- A position in the EIT Urban Mobility's governing bodies.
- The EIT Urban Mobility Procurement Manual.
- The Human Resources Policies (e.g.: Recruitment Policy, the Bullying and Harassment Policy, Teleworking Policy, Working Hours Policy, Travel Policy, IT policy, etc.).

II. Tools and/or templates:

- An Anti-fraud and Ethic Channel, which is set to be the single channel to report any potential Antifraud irregularity or unfulfillment of the Code of Good Conduct and Conflict of interest. The Ethic Channel is expected to be used as whistle blowing channel.
- A template to communicate any conflict of interest situations for EIT Urban Mobility staff, Governing Board members and other relevant parties.

III. Internal processes:

- Regular trainings for EIT Urban Mobility employees.
- A comprehensive auditing system. EIT Urban Mobility is subject to regular audits performed by different independent EIT bodies and external auditors auditing the EIT Urban Mobility's annual financial accounts.
- Regular risk assessment processes carried out by AF working group, including conducting surveys to EIT Urban Mobility employees.

2.2. Detailed scope of work

In order to implement the Anti-Fraud Strategy and build a Compliance Programme, the EIT UM seeks external professional advice and overall support

EIT UM is expecting to appoint one single provider for the 3 work packages (hereinafter, the provider is hereby being referred to as “the Contractor” or “Tenderer”):

- **Work Package 1:** Assessment and advice of the existing and needed policies, protocols, and procedures.
- **Work Package 2:** Assessment of the potential risks of the company. Identification and treatment. Specific proposals of policies and measures and actions and improve processes. Compliance Programme.
- **Work Package 3:** Training programmes to EIT UM's employees and members of the managing bodies

WP1: Assessment and advice of existing and needed policies, protocols, and procedures.

This working plan includes a specialized compliance advice regarding EIT UM's activity in the Headquarters (Barcelona) and in the subsidiaries (Germany, Czech Republic, Denmark, the Netherlands, and Spain).

The review shall cover the following areas of risk:

- Antifraud
- Anticorruption
- Antibribery
- Data Protection
- Criminal
- Corporate
- Money laundering
- Business secrets
- Whistleblowing processes
- Others that the external advisor may recommend for building a solid Compliance Programme, following the inputs of the performed assessment.

In particular, the Tenderer will review of EIT UM's current policies, code of conduct and conflict of interest, procedures, deeds, relevant documents.

Deliverables:

1. List of analysed documents during the conducted assessment
2. List of recommended policies to develop
3. List of meetings with EIT UM's employees

WP2: Identifying and management of risks. Compliance Programme

This working plan seeks to understand the full range of EIT UM's risk exposure, including the likelihood that a risk may occur, the reasons it may occur and potential severity of its impact. This working plan shall conclude with the draft of a Compliance Programme.

In particular, the Tenderer will render the following services:

- a) Support conducting a self-assessment with information obtained from EIT UM's employees and other sources to evaluate the current EIT UM internal system of control. Develop a risk map based on objectives scales that identifies causes and consequences of all existing risks, considering the asset's values, threats, vulnerabilities, impact, and probability of occurrence. The risk map shall include the reasoning behind each result.

Also, the risk map shall list and rank all critical risks that could have an impact in the organization as well as provide scales of risks acceptance. It shall evaluate the following a list on:

- a. Strategic Risks;
 - b. Operational Risks;
 - c. Political Risks;
 - d. Legal Risks;
 - e. Financial Risks;
 - f. Reputational Risk;
 - g. IT Risks and;
 - h. Ethical Risks;
 - i. Others.
- b) The Tenderer is expected to provide with specific proposals of policies and measures and actions and improve processes and to elaborate a Compliance Programme. The Tenderer shall consider the Circular 1/2016, sobre la responsabilidad de las personas jurídicas conforme a la reforma del Código Penal efectuada por la Ley Orgánica 1/2015, and any further Circulares applicable. Include a report and Compliance Programme with at least the following topics:
- a. Strategies for the development of a compliance culture;
 - b. Allocation of responsibilities;
 - c. Internal reporting mechanism;
 - d. Cooperation between the different actors;
 - e. Investigation, follow-up and activity and fact-finding records (evidence collection system)
 - f. Report to authorities;
 - g. Sanctions;
 - h. Plan of adequacy or action and continuous improvement upon risks detected.
 - i. Others.
- c) Advice on the Ethic Channel and whistleblowing policies.
- d) Advice on requirements, procedures, and guidelines to obtain ISO 37001 and ISO 19600 certifications.

- e) Advice on Anti-Fraud required measures by the Recovery, Transformation and Resilience Plan (PRTR) if applicable

Deliverables:

1. Self-assessment report. Risk map.
2. Compliance Programme.

WP3: Training to employees

This working plan includes the delivery of a training programme to EIT UM employees.

Employees shall be trained on both theoretical and practical matters, both to raise awareness of the EIT UM's anti-fraud culture and to assist them in identifying and responding to suspected instances of fraud and any other irregularities. It should cover all updated Compliance applicable regulations, all EIT UM's policies, specific roles and responsibilities, reporting mechanisms and sanctions.

Training must ensure that EIT UM's employees:

- Understand the fundamentals of the Compliance Programme implemented in EIT UM;
- Understand and use the best report procedure of non-compliance behaviours;
- Understand EIT UM's risks map and Risk Management Plan;

Deliverables:

1. At least two trainings with employees
2. A presentation with the Supervisory Board

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 1st June 2022.

The services should be rendered within the following deadlines:

- Work Package 1: 15 July 2022
- Work Package 2: 15 November 2022
- Work Package 3: 31 December 2022

EIT Urban Mobility intends 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 2023- 2024 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 fund for the requested services is 41,322.00 EUR (VAT excluded).

The services should be invoiced once each of the Working packages are completed:

- Work Package 1: 20%
- Work Package 2: 55%
- Work Package 3: 25%

Payments shall be made upon the acceptance of the deliverables submitted.

2.3. Methodology of work

Tenderer is requested to propose the best operational structure for managing the services, proposal including the proposed expert(s) to lead this assignment and the contact persons, their background and experience:

- An overview of experience and qualifications provide the services detailed under point 2.2 above.
- At least one example of a similar project with description of approach and methodology for each service to be provided.
- Name and CV of the organizational chart of the expert team, presenting the best proposed approach for the implementation of the contract.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Publication on Website	3 May 2022
Deadline for requesting clarification from the EIT Urban Mobility	9 May 2022
Deadline for submitting proposal	14 May 2022
Intended date of notification of award	17 May 2022
Stand still period	3
Intended date of contract signature	21 May 2022
Intended start date of the contract implementation	1st June 2022

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 14th May**, 16:00 Central European Time, to:

Contact name: for the attention of Mr. Jaume Campmany Head of Legal and Governance at EIT URBAN MOBILITY.

E-mail: 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 xx June 2022, 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. Jaume Campmany Head of Legal and Governance at EIT URBAN MOBILITY.

E-mail: 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:

DESCRIPTION	SCORE
<p>Proven expertise and knowledge of compliance aspects regarding similar international projects.</p> <p>EIT UM during the evaluation shall establish ranking among the bids based on the received information based on the level of detailedness, harmony with Section 2 and based on international practices.</p> <p>The highest ranking will receive 15 points, 2nd 12, 3rd 9, 4th 6 and 5th 3.</p>	<p>Max. 15 points</p>
<p>The description of the tenderer team structure, organization and coordination proposed (size, quality of the team members, etc.)</p> <p>EIT UM during the evaluation shall establish ranking among the bids based on the received information based on the level of detailedness, harmony with Section 2 and based on international practices.</p> <p>The highest ranking will receive 30 points, 2nd 25, 3rd 20, 4th 15 and 5th 10.</p>	<p>Max. 30 points</p>

<p>Description of the methodology and "work plan" in days, sessions, tools, staff and their level of seniority dedicated for each of the tasks.</p> <p>EIT UM during the evaluation shall establish ranking among the bids based on the received information based on the level of detailedness, harmony with Section 2 and based on international practices.</p> <p>The highest ranking will receive 40 points, 2nd 30, 3rd 20, 4th 15 and 5th 10.</p>	<p>Max. 40 points</p>
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The applicable award criteria will be weighted as follows:

- A. Technical content: 60%
- B. Financial offer: 40%

Aggregate evaluation and scoring:

- A. Technical content (maximum weighted score: 60%)
Evaluation of the technical content will be carried out following the below sub-criteria:
 - I. Technical capacity of the Tenderer (maximum score: 85)
- B. Financial offer (maximum weighted score: 40%)
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 (15), 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. 85 (weight: 60%)

Total financial score: max. 15 (weight: 40%)

Total score: max. ... (total technical score x 0,6 + total financial score x 0,4)

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

[company name]

[name of representative]

[name of representative]

[position 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 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
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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]:

Award criteria	Tenderer’s Offer
-----------------------	-------------------------

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

1.3Tenders 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>

2.1 Annex 2 – EIT UM Anti-Fraud Strategy (2022-2023)

1. Key abbreviations

AF	Anti-Fraud
CEO	Chief Executive Officer
COO	Chief Operating Officer
Col	Conflict of Interest
ECA	European Court of Auditors
EIT	European Institute of Innovation
EPPO	European Public Prosecutor’s Office
GB	Governing Board
HR	Human Resources
IAC	Internal Audit Capability
IAS	Internal Audit Service of the European Commission
KIC	Knowledge and Innovation Community
OLAF	European Anti-Fraud Office
SB	Supervisory Board

2. Introduction

The EIT KIC Urban Mobility, S.L. and its co-location centres (hereinafter, the “**EIT Urban Mobility**”), aims to maintain and develop a relationship of trust in the areas it operates, especially with those individuals, partners, groups or institutions whose contribution is essential to make the EIT Urban Mobility mission a reality or who have, in any way, an interest in that mission or in achieving its goals. The EIT Urban Mobility also aims to carry on its activities by meeting the good governance principles of the European Institute of

Innovation and Technology (“EIT”), established by Regulation (EC) N° 294/2008 of the European Parliament and of the Council of March 11 2008 or the regulation that may substitute it.

Ethical behaviour promotes and encourages the relationship of trust between EIT Urban Mobility and its stakeholders.

Good reputation is an essential intangible resource. A good reputation in external relations favours research, education, business, collaboration and investments, partnership loyalty, attracting the best human resources and supplier confidence while in internal relations, it helps to make and implement decisions without conflict and to organise work without bureaucratic controls or excessive use of authority.

Any act of fraud and its corruption in EIT Urban Mobility’s activities diminishes funds, assets and other resources necessary to fulfil EIT’s mandate. Fraudulent and corrupt practices can also seriously damage EIT’s reputation and decrease EU citizens trust in its ability to deliver results and transparent manner.

3. KIC Context

The article 19 of EIT Urban Mobility’s internal by-laws establishes, in line with EIT requirements, a Code of Conduct including a Conflict-of-interest policy. Both regulations have been approved by the General Assembly upon proposal by the EIT Urban Mobility’s Supervisory Board.

Furthermore, the EIT Urban Mobility is guided by the Good Governance Principles that are included in the Partnership Agreement signed with the EIT. The Good Governance Principles rule not only EIT Urban Mobility but also the Co-location centers and RIS Hubs.

The EIT Urban Mobility has the following Policies, Tools, templates and Internal Processes and policies designated to mitigate identified risks, without prejudice of others that could be agreed:

I. Policies:

- The Code of Good Conduct and Conflict of Interest Policy that is enforceable to individuals and organisations who hold:
 - 3.1.1.1. A contractual relationship (employees, external collaborators, experts, natural persons and consultants).
 - 3.1.1.2. A position in the EIT Urban Mobility’s governing bodies.
- The EIT Urban Mobility Procurement Manual.
- The Human Resources Policies (e.g.: Recruitment Policy, the Bullying and Harassment Policy, Teleworking Policy, Working Hours Policy, Travel Policy, etc.).

II. Tools and/or templates:

- An Anti-fraud and Ethic Channel, which is set to be the single channel to report any potential Antifraud irregularity or unfulfillment of the Code of Good Conduct and Conflict of interest. The Ethic Channel will also be used as whistle blowing channel.
- A template to communicate any conflict of interest situations for EIT Urban Mobility staff, Governing Board members and other relevant parties.

III. Internal processes:

- Regular trainings for EIT Urban Mobility employees.

- A comprehensive auditing system. EIT Urban Mobility is subject to regular audits performed by different independent EIT bodies and external auditors auditing the EIT Urban Mobility's annual financial accounts.
- Regular risk assessment processes carried out by AF working group, including conducting surveys to EIT Urban Mobility employees.

4. Guiding principles and standards

EIT Urban Mobility is committed with the following guiding principles and standards:

Zero tolerance to fraud: EIT Urban Mobility aims to avoid any fraudulent behaviour during the course of its activities. Fraudulent behaviour comprehends any Irregularities, Fraud and Corruption as defined in Section 5. EIT Urban Mobility will develop an appropriate strategy to implement mechanisms to prevent, detect, treat and repair any wrongdoing caused by EIT Urban Mobility during the course of its activities or by external entities involved with EIT Urban Mobility (partners, beneficiaries, recipients, subcontractors and any other involved parties or stakeholders).

Awareness: EIT Urban Mobility shall involve all relevant parties to ensure adherence to Zero tolerance to fraud principle, and therefore they shall be empowered and committed to report any fraudulent acts concerning EIT Urban Mobility that may come to their knowledge.

Impartiality and Independency: EIT Urban Mobility shall ensure that its activity is run in line with the principles of impartiality and independency, so that individual interests or any political pressure cannot influence any decision, pursuant to the Conflicts of Interest Policy included in the Code of Good Conduct.

Lawfulness: EIT Urban Mobility shall act according to law and apply the rules and procedures laid down in any applicable law, rules, internal regulations and processes.

Cooperation: The EIT Urban Mobility will work together with the EIT and other KICs to build and increase anti-fraud awareness within the EIT Community and shall collaborate to improve the overall strategy against fraud.

5. Definitions and examples

5.1 Definitions

Irregularity: Any infringement of a provision of applicable law resulting from an act or omission by EIT Urban Mobility or by any involved parties, which has, or would have, the effect of prejudicing or damaging the business plan, financial statements or reputation of the EIT Urban Mobility or by an unjustified item of expenditure.

Fraud¹: Any intentional act or omission relating to: "*the use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of funds from the general budget of the European Communities or budgets managed by, or on behalf of the European Communities; - non-disclosure of information in violation of a specific obligation, with the same*

¹ Article K.3 of the Treaty on European Union, on the protection of the European Communities' financial interests defines "fraud", in respect of expenditure.

effect; - the misapplication of such funds for purposes other than those for which they were originally granted."

Corruption: Abuse of (public) position for private gain. Corrupt payments facilitate many other types of fraud, such as false invoicing, phantom expenditure or failure to meet contract specifications. The most common form of corruption is corrupt payments or other advantages; a receiver (passive corruption) accepts a bribe from a giver (active corruption) in exchange for a favour. This prohibition covers promising, offering, authorizing, giving or accepting anything of value to or from any third party, including national or European government officials, either directly or indirectly through a third party, in order to obtain or retain certain subsidies, approvals or authorizations, or an exemption from certain legal or contractual obligations

5.2 Examples:

Examples of irregular, fraudulent and corrupted practices include but are not limited to, the following actions:

- Forging documents, preparing false entries in EIT Urban Mobility systems or making false statements to obtain a financial or other benefit for oneself or another/others;
- Misuse of EIT Urban Mobility funds;
- Collusion or other anti-competitive schemes between suppliers during a procurement process;
- Forging the signature of an EIT Urban Mobility Supervisory Board or staff member or forging a document purporting to be from EIT Urban Mobility to induce a party outside EIT Urban Mobility to act with misleading information;
- Using another user's IT identity or password, or creating false identities/passwords, without consent or authority to manipulate EIT Urban Mobility processes or cause the approval or denial of actions;
- Accepting hospitality such as meals or entertainment from a contractor, third party without following the EIT Urban Mobility disclosure process and authorization;
- Misrepresenting the EIT Urban Mobility employment status to obtain a benefit from a national or regional government, public or private institution, organisation or private sector;
- Failing to disclose a financial or familial interest in a business or outside party while participating in the award/management of a contract/grant to the benefit of that business or outside party;
- Processing the cost of personal travel as part of an official travel not following the EIT Urban Mobility travel Policy;
- Making misrepresentations, including educational credentials or professional qualifications, on a personal history form in the context of a job application.
- Engagement of EIT Urban Mobility with a corrupt entity (e.g.: partners, beneficiaries, recipients, etc.)

6. Objectives and actions

The EIT Urban Mobility is committed to the following three overarching objectives and subsequent actions:

Objective 1: Maintain and enhance an anti-fraud culture underpinned by high level of awareness, integrity, impartiality and transparency within the EIT Urban Mobility.

→ **Actions to reach objective 1:**

- To organise regular trainings to improve awareness and understand the internal processes.
- To appoint an Anti-fraud Coordinator as the internal responsible to keep in contact with all the areas of the KIC and EIT AF working group.
- To periodically inform the Supervisory Board on the implementation of the anti-fraud strategy and any potential cases in this regard.

Objective 2: Maintain an effective system for internal reporting of suspected fraud or irregularities.

→ **Actions to reach Objective 2:**

- To keep a permanent Anti-fraud and Ethical Channel where any suspected fraud or irregularities can be communicated.
- To share potential or suspected fraud or irregularity by EIT Urban Mobility or any involved party (partners, beneficiaries, recipients, etc.) to the Chair of the Supervisory Board, the CEO, COO and the Head of Legal, following the internal process.
- To promote the four eyes principle.

Objective 3: Focus effort in implementing fraud-risk mitigating measures and bring specific actions in identified areas and procedures of the organisation.

→ **Actions to reach Objective 3:**

- To develop an internal process to take measures and actions against any detected fraud, irregularity or corruption, as defined in Section 5. This includes the collaboration of EIT Urban Mobility with any relevant public authorities and the application of disciplinary measures to the author or any collaborator.
- To carry out periodic risk assessment and surveys and work the results in order to implement specific measures.

- To develop or improve specific strategies in identified areas, such as Procurement, HR, Finance, etc.

7. Fraud risk assessment

In order to further focus on the risk of fraud, the EIT Urban Mobility carries out a risk assessment (risk logs) including a detailed EIT Urban Mobility unit level risk register to be reviewed once per year. This risk assessment exercise contains a dedicated part 'EIT Anti-fraud Risk' which is mainly focused on the risk of fraud in the different processes taking place within the EIT Urban Mobility.

It combines fraud risks identified in the different processes in place within all units and fraud risks in those functions categorized as sensitive. The fraud risk assessment is mainly focused on the following steps:

- **Step 1.** Creation of the Antifraud Working Group.
- **Step 2.** External advisory advise in order to design a Compliance Programme.
- **Step 3:** Self-assessment to evaluate the current EIT Urban Mobility Antifraud measures and situation, as well as the level of effectiveness of the antifraud measures, including an appropriate internal process where to respond in case of a detected fraud.
- **Step 4.** Internal EIT Urban Mobility Anti-fraud survey.
- **Step 5.** Analysis of results.
- **Step 6.** Design of action and implementation.
- **Step 7.** Compliance Programme implementation.
- **Step 8.** Anti-fraud diagnose.

8. Functions addressing and preventing fraud

In order to achieve an effective implementation of the Anti-Fraud Strategy, EIT Urban Mobility has set-up an Anti-Fraud Working Group which shall be supervised and coordinated by the Anti-fraud Coordinator.

This Anti-Fraud Working Group is interdisciplinary, involving individuals from different teams: Legal, Finance, HR, IT, PMO and Innovation Hubs. The Anti-Fraud Working Group has a heterogeneous composition involving employees at different management level (officers, managers, COO and CEO). The activity of the AF Working Group will be periodically reported to the Supervisory Board.

The Anti-Fraud Working Group activity shall be organized around two annual meetings:

- First annual meeting: Planification meeting.
- Second annual meeting: Review of objectives.

9. Review and Monitoring

The Anti-Fraud Coordinator will ensure that the EIT Urban Mobility’s approach to managing the risk of fraud is kept up to date with developments in best practice and legislative requirements.

The Anti-Fraud Strategy and its action plan will be reviewed at least every 2 years.

The implementation of the EIT Urban Mobility’s Anti-Fraud Strategy, policy and procedures will be subject to periodic monitoring of the impact of the Strategy, measured using the key performance indicators developed, if applicable.

10. Action plan

Action Plan for 2021 – 2024

AF Measure & Action	Responsible	Deliverable
Approval of the Anti-fraud Strategy (2022-2023)	Supervisory Board	Minutes of the meeting
Creation of Anti-fraud Working group	Head of Legal	Minutes of the meeting
Appointment of the Anti-fraud Coordinator	Anti-fraud Working group	Minutes of the meeting
Launch a procurement for hiring an external specialized advisor	Head of Legal	
The Anti-Fraud Working Group: Planification meeting	Anti-fraud Working group	Minutes of the meeting and Action Plan
Internal Survey	Anti-fraud Coordinator	Results of the Survey

Self-Assessment	Anti-fraud Working Group	Minutes of the meeting
Development of internal process to take measures and actions against any detected fraud, irregularity or corruption, as defined in Section 5. This includes the collaboration of EIT Urban Mobility with any relevant authorities and the application of disciplinary measures to the author or any collaborator.	Head of Legal with external specialized advisor	
Training to all EIT Urban Mobility employees	EIT Urban Mobility Legal	Training sessions
The Anti-Fraud Working Group: Review of objectives.	Anti-fraud Working group	Minutes of the meeting and Action Plan
Report the SB (year 2022)	Head of Legal	AF Working group update
The Anti-Fraud Working Group: Planification meeting for 2023	Anti-fraud Working group	Minutes of the meeting and Action Plan
The Anti-Fraud Working Group: Review of objectives.	Anti-fraud Working group	Minutes of the meeting and Action Plan
The Anti-Fraud Working Group: Improvement and update of the Anti-Fraud Strategy (2024-2025)	Anti-fraud Working group	Minutes of the meeting and Action Plan
Report the SB (year 2023)	Head of Legal	AF Working group update
Approval of the Anti-Fraud Strategy (2024-2025)	Supervisory Board	Minutes of the meeting