



# Request for Proposals

EIT Urban Mobility key IT systems

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

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

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[eiturbanmobility.eu](http://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 liveable.

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 liveable 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

### 1.1. 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 procure a solution for managing Key and Auxiliary processes in the Organization, including integration with other key tools we have currently running.

The as-is situation is covered by several solutions that are at the end of the Life Cycle and /or development. It is mainly composed by a CRM, a Grant Mgmt. tool, an Evaluation tool and as outsourcing service of financial Accounting and analytics.

The aim of this RFP is to identify market solutions to consolidate and integrate functionalities and business requirements, in a unique technology, and improve the existing IT architecture by adding key functions and bringing homogeneity.

It is expected that the selected vendor will work very closely with EIT Urban Mobility’s internal IT department to ensure a coherent service that is fully aligned with the companies’ strategic roadmap.

#### 2.1.2 About EIT Urban Mobility

EIT Urban Mobility currently has over 110 users (and over 125 including external collaborators). The staff is mostly based at the Headquarter office in Barcelona (Catalonia, Spain), however EIT Urban Mobility has employees in the following locations too: Munich (Germany), Prague (Czech Republic), Copenhagen (Denmark), Helmond (The Netherlands) and Brussels (Belgium).

Due to the nature of the company, with separate locations across Europe, it is critical that a vast majority of the support functions are provided remotely with the channels/tools.

Additionally, all employees are authorized to work from home, therefore the IT support to be provided should also be easily accessible to all users that are teleworking.

## 2.2. Detailed scope of work

### 2.2.1 Expectations from the proposal

The main objective of EIT UM with this procurement process is to **identify a cloud-based system/platform that allows modern and efficient management** of the following critical areas listed.

- **Ecosystem Mgmt.:**
  - It will cover all relationship the Organization with the market and Stakeholders, Collaborators and Providers. Key company stakeholders are its Partners, which are companies executing the projects awarded.
- **Grant Mgmt.:**
  - This tool is critical from ETI UM, since it manages all activity related to Funding and Expenses management.
- **Business Functions:**
  - It will cover the accounting activities the analytical and HR activities the AP and AR processes and the Asset Management.

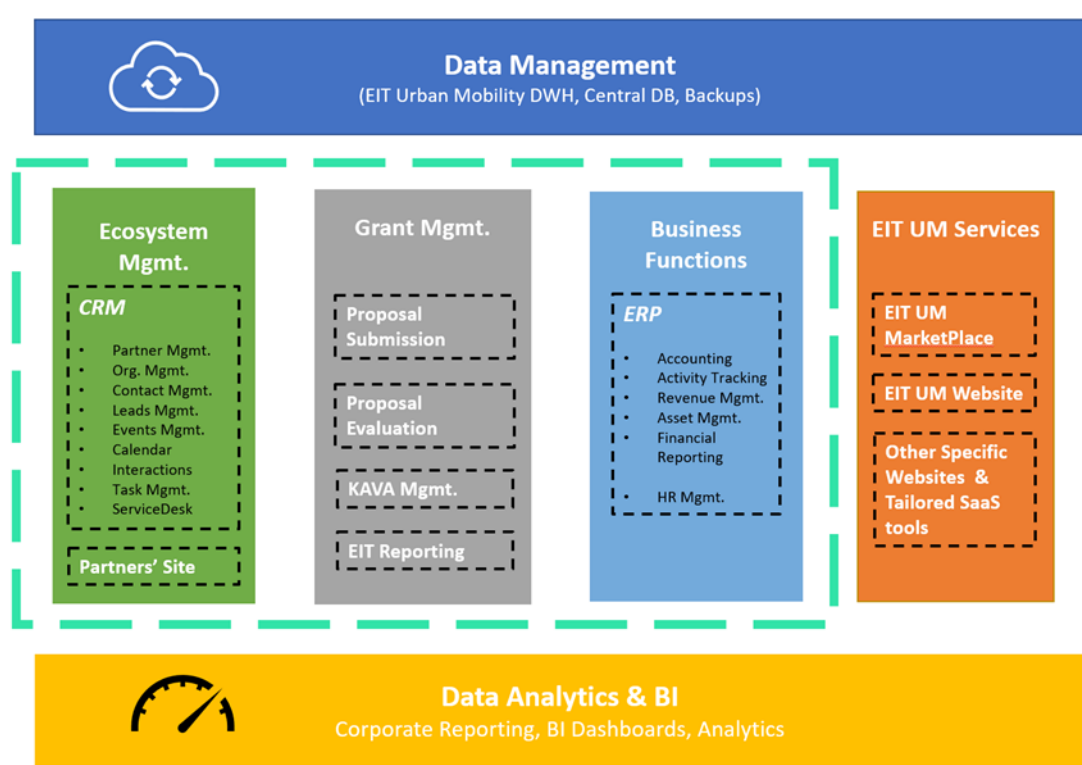


Figure 1: Current IT architecture. Green dashed rectangle shows the scope of the proposal

In addition to the areas listed, EIT UM controls its corporate data with its DataWareHouse (DWH) built in Azure. It is critical that the technology proposed in the response to this RFI allows native integration with the mentioned product, since the company is now evolving it. The company’s DWH is and will remain a core element of the corporate

## Current state of play

Although EIT UM covers its critical business and operational functions with its current systems, the company is pursuing now to deploy a robust platform to enhance its efficiency.

The organisation would like to address the following issues:

- Grant Mgmt. Tool is proprietary and there is no integration with other systems.
- The current CRM is highly customized internally and there is limited evolution foreseen.
- Finance is managed fully outsourced, and the accounting data is accessed through exports.
- There is no central Enterprise Resource Planning system.
- Different technologies and platforms.
- Complex data integration.
- Data consistency issues
- Time spent synchronizing and ensuring the quality of information.
- Redundant data in various systems.

In figure two, it is represented the limited integration and connectivity issues of critical systems in use today at EIT Urban Mobility.

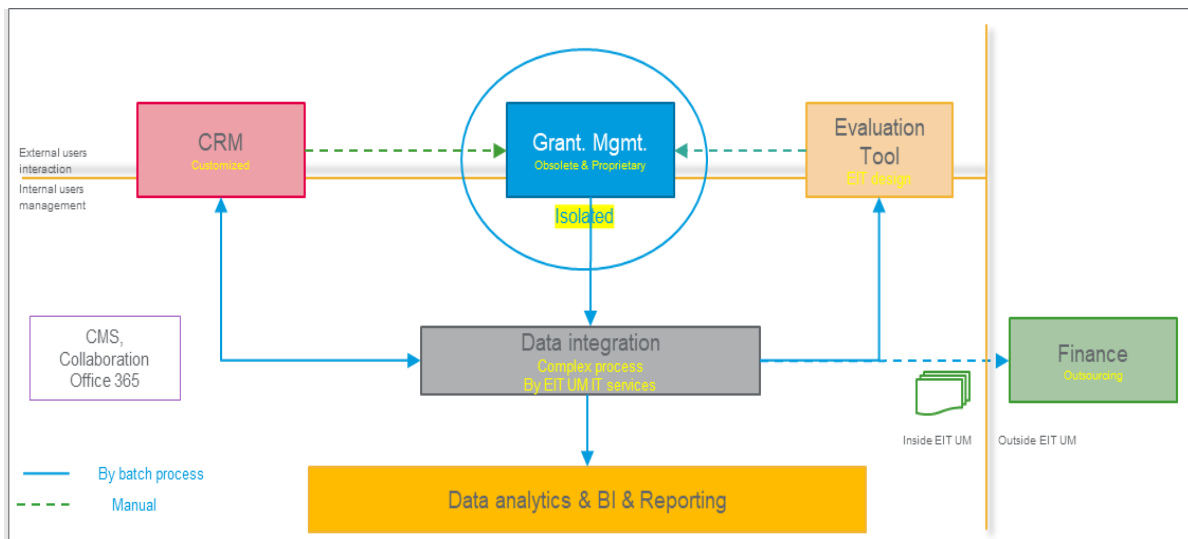


Figure 2: IT architecture. Green dashed rectangle shows the scope of the project.

## 2.2.2 New solution: requirements

In this section of the document, the main requirements for the new IT solution are listed.

A strong requirement is that the EIT Urban Mobility is expecting a full deployment of the chosen solution throughout 2023. In other words, all key IT tools that form the chosen **solution must be in a production environment by January 1<sup>st</sup> 2024**.

The company expects a solution implementation without any service disruption, therefore a transformation plan will be required for a proper execution.

### 2.2.2.1 General Requirements for the new IT solution:

- **Optimization:** Improve and optimize and agile the business processes.
- **Scalability:** Build a scalable and sustainable data model to support EIT Urban Mobility, based on consistency, coherence, and integrity criteria.
- **Data:** Provide a Secure SAAS service cloud native and best practices in security and information traceability.
- **Collaborative:** enhance through functionality the collaboration between the team and the ecosystem.
- **Sustainability:** Provide sustainable technology open to integrate and evolve in the long term.
- **Regulation:** Cover our regulation body needs for now and in the future.

### 2.2.2.2 Additional requirements:

- **Modern industry-leader Cloud-Based Integral IT platform/system**
  - Standard Market Technology at Functional and Database.
  - Cloud native Technology in both Functional and Database.
  - A tool with a user-Friendly able to be managed by internal and external users.
- **Unified Data Model for all the solution, able to avoid data duplication**
  - Great capacity to be adapted to functional and data requirements.
- **Sustainable now and in future-proof tool.**
- **360° business vision.**
  - A project Live-Cycle fully covered, able to cover from detailed task to Portfolio of Projects of a Business Plan.

- A management tool able to track budget, timeline, associated tasks for monitoring the progress and advance status.
- A native audit trail embedded.
- **All modules fully integrated in one global solution.**
  - Designed to support integrations with many Commercial system technologies.
- **Standard technology End to End.**
  - Fully localized in different countries, at UI level and Parameters list.
  - A Well-coordinated tool with other legal entities.

### 2.2.2.3 Solution Scope & Functional requirements

#### Solution Scope

The Solution must Cover, at least, all the functionality of Three Functional Blocks.

- **Ecosystem Mgmt.:**

This is a CRM tool with customizations to adapt to EIT-UM requirements in relationship with market (Partners, Contractors, Collaborators, etc.) and KICS ecosystem (Other companies in the EIT environment).
- **Grant Mgmt.**

Covering all the activities of a Call Process, Project management and monitoring activity of Portfolio of Projects, Funding Management End to End, from the Donors to Expenses Mgmt.
- **Business Functions:**

Covering a complete financial Management, which includes Accounting, Assets, AR and AP processes Management, Human Resources (HR) services, including payroll, Career Mgmt., and other functionalities.

#### Basic Functional Requirements:

Within the scope of the future tool, many features have been identified:

- **Customer relationship management (CRM):** To manage the ecosystem relationship and help to convert opportunities into projects.
- **Project management (PM):** To help organizing the Proposals and funding initiatives and control the advance and expenses.
- **Financial Management (FM):** able to control the financial flows and the balances of the organization and ensure the financial sustainability model.

- **Procurement:** To guarantee the evaluation and contract management of proposals, using the digital technology to reduce at the minimum the papers.
- **Sales/Contract management:** for assuring the best management in the conversion of initiatives into economic value.

All the modules must be fully specialized in the functions that covers, appreciating the level of standardization (Standard Software plus configuration) versus customizations (Code development).

### 2.2.2.4 Desired Architecture

The following figure shows the general objective that EIT UM pursues with the deployment of the new IT solution.

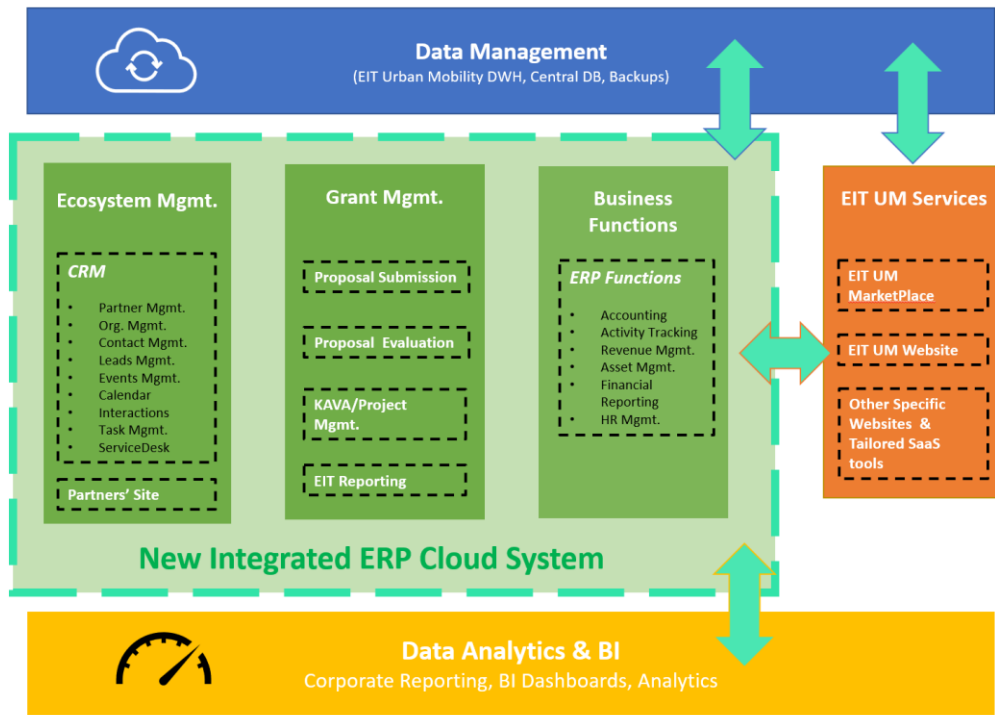


Figure 3: Desired IT architecture

### 2.2.2 New solution: proposal delivery

The proposal, responding to this Request for Information, must include the following:

## Technology

The solution chosen to meet the requirements listed in section 3

## Implementation RoadMap

The Road Map can be adapted in RFP and contract phase, where more detailed requirements will be fixed, however an estimation is expected in the response.

### Considerations *(for reference only)*:

- The deployment of the new solution must be finished and ready by January 1<sup>st</sup> 2024.
- The company will keep the current systems fully operational to guarantee business continuity
- The company is current using Podio as its CRM and there are several business functions mapped in this platform.
- The company is currently using Plaza for Grant Management (proprietary tool used for key project management and reporting)
- There is no cross-company ERP currently in production in the company.

### Proposed phases for the roadmap *(for reference only)*:

#### Initial Phase:

- Start phase with requirements consultancy and ERP structure (Business scenario review, Data model, Data migration strategy, org. structure)
- Migration of financial master data. (Accounts, account balance, etc.)
- At the end of the Phase the financial team will be able to manage the Company financials getting data from old system.

#### Second Phase:

- We see the Grant Management functionality as a plugin of the ERP fully integrated in all ways, which require only the parametrization and few efforts to adapt it to the global solution.
- Development a customized solution is not preferable but can be suggested and cost/benefit justified.
- The functionality will have integration with an Evaluation Tool proprietary solution, sending to the tool information from the proposals submitted to be evaluated for the organization.
- In this phase the Grant Management solution is installed and fully configured.
- Master data (if needed) is migrated from the old system.
- In the implementation strategy can be decided if historical data must be migrated.
- Grant Mgmt. people is trained in the use of this phase.
- At the end of Second Phase the users and Partners should use all the functionality described in this document, for managing new projects and monitoring them.

#### Third Phase:

- The implementation of the Ecosystem Management may need customizations that can start to be defined and developed before the Second phase ends.
- The implementation of this phase should allow the company users doing relation with the ecosystem KIC and Partners.

#### **Fourth Phase:**

- Here a Stabilization phase is suggested to let the organization to use as regular as possible the tool and support them in the Change management.
- At the end of this phase the systems should be stabilized, customization will be done, and issues corrected, and the Change Management should be accomplished.

#### **Fifth Phase:**

- It's optional and depends on RFP and other negotiations, if there is the opportunity to include the Evaluation Tool inside the system, it should be done in this phase.

### **Platform User profiling**

Definition of the required roles to define, manage and interact with the solution after and during its deployment:

- Activity Leader
- Innovation Hubs Directors (EIT UM)
- Thematic area Directors
- Admin
- Finance profile
- Project Manager
- Manager
- Legal contact
- Experts
- HR users

### **Licensing:**

For the purposes of calculating licenses, this should be considered:

Team expected in the use of Tool.

- IT: 4-6
- CRM: 50-70
- Legal: 2-4
- Finance team: 4-6
- Grant Mgmt.: 50-70
- PMO: 4-6
- RRHH: 2-4
- External users: 600 – 700 (access with limited rights)

## Costs & Financial Information

The response to this document must define a recommended financial plan, which should contain an evaluation of:

- One-Time costs (Implementation Services, Other fixed costs).
- Recurring Costs (Licenses, Cloud Services, Maintenance) calculated yearly.
- Projection of 3 years cost. (One+ 5\* Recurrent costs).
- Projection of 6 years cost. (One shot + 5\* Recurrent costs).

## Other elements to reflect in the response

The answer is expected to include as a minimum the following items:

- Understanding of the situation.
- Challenge of the proposed architecture and relevant questions and proposals.
- Methodology of the project, including change management.
- Pre-selection of a technology to be implemented (one or several).
- Budget/Costs: recurring and one-time
- A review of the data model (and data flow) at Group level.
- Detailed specifications per legal entity taking into consideration the matrix approach.
- Implementation of the specifications and development of specific parameters.
- Testing planning.
- Training and change management.
- The support model that will be required for the deployment.
- Support post implementation (3-6 months).
- SLA practices (\*), more detailed in 'SLA and Maintenance...'

## 2.3. Location, timing, planning and reporting

### 2.3.1 Start date & period of implementation

The intended start date is, at the latest, 25 November 2022 and is expected to last, at the latest, until 31<sup>st</sup> of December 2025.

### 2.3.2 Location

This project doesn't have a specific office location during the implementation – the provider should mainly aid 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 in FY22 & FY24 is 560,000 EUR (VAT excluded).

FY2022 150.000EUR

FY2023 410.000EUR

FY2024 260.000EUR estimated value (subject to the framework agreement and proven results)

FY2025 260.000EUR estimated value (subject to the framework agreement and proven results)

EIT Mobility reserve the right not to sign the contracts of the 2024 or 2025 in case there are no available funds, or a low performance has been delivered during the contract of 2022 and 2023.

The services should be invoiced for each year in accordance with the performance and prior to 31<sup>st</sup> December of the corresponding year.

In Payment shall be made upon the acceptance of the invoice

**The costs must be split between the following categories:**

- A. **Product Licensing costs**
  - a. Individual product licenses costs
  - b. Additional modules & integration costs
  
- B. **Service provisioning costs** (including expert support, consulting, additional developments, etc.)
  - a. Service costs in EUR/hour

## 2.4. Deliverables

The deliverables expected will vary depending on the system deployment stage. The deliverables expected for FY22 and FY23 are the following:

- FY22 Deliverables:
  - Technology assessment for EIT UM based on the requirements listed in this document
    - Report matching the best-fit option for EIT UM considering its current status, environment and context
    - The assessment must include a cost-benefit and a ROI analysis
  - Short, Mid and Long-term planning to cover all the requirements
  - Roadmap for the implementation of all the IT systems involved
    - ERP, Grant Management, CRM and other key functionalities' integration platform
  - Detailed risk assessment and the corresponding mitigation plan
  - High-Level requirements report for all systems
  - Low-level requirements report for all systems
  - Initial licensing provided to key users (test and dev environment)
  
- FY23 Deliverables:
  - Multi-level reporting (executive and operational) throughout the deployment
  - SLA and KPI compliance report
  - Licensing procurement plan and execution
  - Relevant support materials published and accessible to all platform users
  - All key systems tailored, integrated in the DWH and in production by EOY'23.
  
- FY24/25 Deliverables: To be confirmed during the course of the contract.

# 3. Proposal Process

## 3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	17 October, 2022
Deadline for submitting proposal	14 November, 2022
Intended date of notification of award	21 November, 2022
Stand still period	5 days
Intended date of contract signature	25 November, 2022
Intended start date of the contract implementation	25 November 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 14 November 2022**, 16:00 Central European Time, to:

**Contact name:** For the attention of Mr.Daniel Moix, (Head of IT) 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 14<sup>th</sup> November 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. Daniel Moix (Head of IT) at EIT URBAN MOBILITY.

**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:

DESCRIPTION	SCORE
<p>Description of the technology chosen and its deployment plan. Justification of the right fit for EIT UM and how it will cover all the defined business requirements from the company.</p> <p>The evaluation score will reflect access to leading technology with trusted references (I.e., Gartner Quadrants, better position technology gets higher score).</p> <p>The score will also evaluate successful rates in past projects in terms of proper planning and execution within agreed timelines (more relevant experiences in similar environments get better scoring)</p> <p>&gt; Proven experience on s projects provided to companies similar to EIT UM, or other EU bodies.</p> <ul style="list-style-type: none"> <li>• Over 2 projects: 20 points</li> <li>• 2 projects: 10 points</li> <li>• 1 project: 5 points</li> </ul> <p>EIT Urban Mobility will rank the bids based on the received information based on the level of detail, in harmony with the Section 2 and based on international practices.</p>	<p>Max. 20 points</p>
<p>Description of the methodology used to avoid service disruptions, while ensuring full data integration in the existing Data Warehouse.</p> <p>Score will be based upon experience and proven successful records of the technology chosen and with the products used in EITUM DWH environment</p> <p>The highest ranking will receive 15 points, 2nd 7, 3rd 5, 4th 1.</p>	<p>Max. 15 points</p>
<p>Description of the capacity to support additional services and developments as needed.</p> <p>Teams involved in the project will be evaluated according to their profiles and CVs.</p>	<p>Max. 10 points</p>

<p>5 years shall receive 1 point, each additional year shall score 1 point, above 15 years no additional scores are given, highest score 10 points).</p> <p>CV should be provided as evidence to be evaluated.</p> <p>The highest ranking will receive 10 points, 2nd 5, 3rd 3, 4th 1.</p>	
<p>Access to direct support and/or partnership with vendors of industry-leading products</p> <p>Scores based on direct access to the product vendors. Technology partners with proven record will score higher.</p> <p>The highest ranking will receive 5 points, 2nd 1.</p>	<p>Max. 5 points</p>
<p>Description of the training processes. Access to support material.</p> <p>Best training platform and/or processes will get the highest score.</p> <p>The highest ranking will receive 10 points, 2nd 5, 3rd 3, 4th 1.</p>	<p>Max. 10 points</p>

The applicable award criteria will be weighed 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: 60)
- 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 (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: 60%)*

*Total financial score: max. 40 (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:

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EIT UM

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[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]:

<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> </ul> <ul style="list-style-type: none"> <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 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.

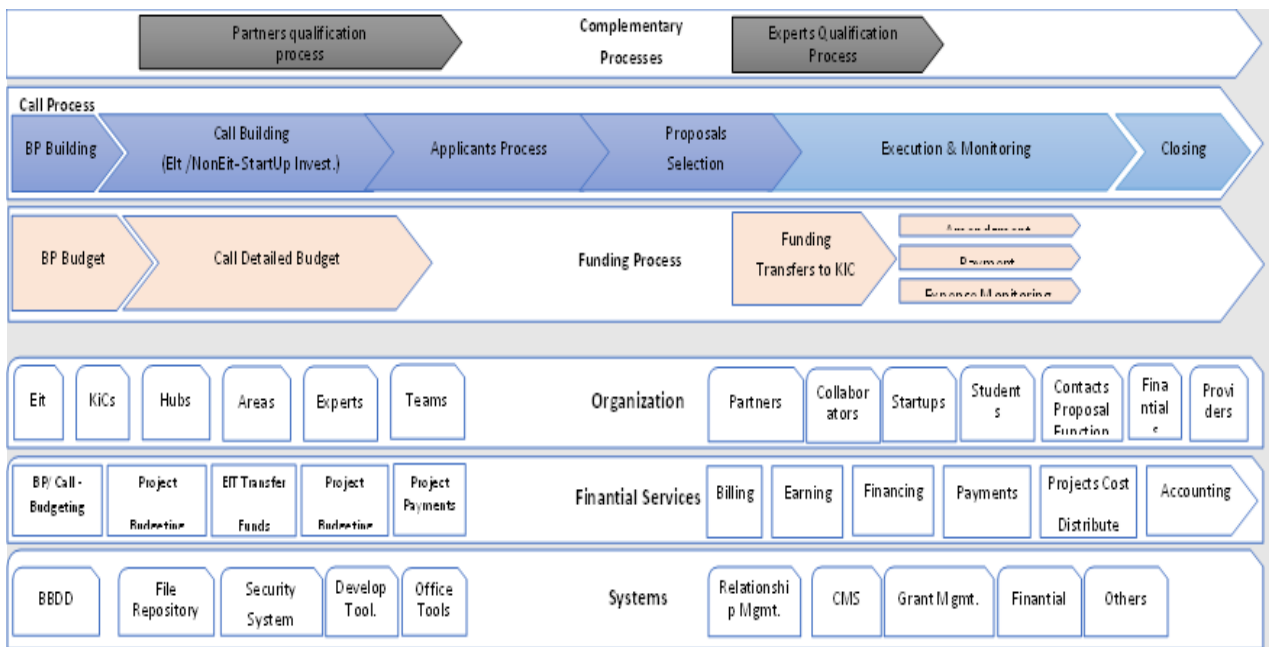
Yours faithfully,

<Signature of authorised representative>

## 1.4 Processes and HL Req.

### Covered Processes

Here are under a schema of the processes and services expected to be covered in a coherent manner by the winner of this request for proposal document. This schema is not exhaustive, it is meant to give a general view, to introduce in the complexity of the solution EIT-UM is looking for.



### High-Level requirements for the new System

In order to exemplify the different functions that must be covered with the new IT systems (ERP + CRM + Grant Mgmt. tool), in this section there is a list of High-Level requirements structured by the following areas:

- Ecosystem Mgmt.
- Grant Mgmt.
- Procurement.
- Business Functions
- System

## Ecosystem Mgmt.

Topic	Description
CRM	<p>Partner Mgmt. The solution must be able to manage the partners in their entirety, Recruiting (Lead, prospect, Partner, quality Partner), Communication with the partner (News, Access Management, Documentation Exchange, Partner Analytics, Info. Financial Management and Project Monitoring).</p>
CRM	<p>Org. mgmt. The system must identify the entire organization and its relationships (See general scheme). Managing levels of internal and external access and Security by Roles, functions, and Hide-W/R access to specific fields.</p>
CRM	<p>Contact Mgmt. The system must manage Networking relationships, directly or from specific applications that can be integrated. It is expected, traceability of communications, sending documentation, Management of Attributes, and Classification Related to the Organization, Proposals and Projects. use of Classified Contacts addresses in Campaigns.</p>
CRM	<p>Leads Mgmt. The system will allow the incorporation of Leads from various sources: Directly in the UI, by File Integration, Web Forms, Social Networks, or Integration with other platforms. There will be a Lead process for Organizational Identification, Interests and Contacts. Their Qualification to Prospect status and finally Collaborator or Partner.</p>

Topic	Description
CRM	<p>Events Mgmt.            The system must be able to Plan promotional events, own and in collaboration, in person, virtual, and communication campaigns, monitoring the result through integration with social networks, specialized Apps, Google Analytics Services or similar.</p> <p>It should manage:</p> <ul style="list-style-type: none"> <li>- Budget and control of expenses on the event as cost items linked to the Expenses process.</li> <li>- Identification of managers and field team collecting information about the event. (Contacts, Competition, Feedback from attendees).</li> <li>- The feedback from the Events and the leads identified in the event can be integrated into the Leads system. (Leads Mgmt.).</li> <li>- The system will manage the sharing and traceability of Partner Documentation working besides of the Grant Management ecosystem.</li> </ul>
CRM	<p>Calendar            The system will have a powerful calendar-agenda system where you can identify, the events, Holidays, Tasks, Deadlines of the different actions. There will be monitoring of compliance with dates and management of notices to interested parties.</p>
CRM	<p>Interactions            The system will help interactions with the entire organization, facilitating dialogue (Chat, video, etc.) between one or more people in the organization, within the security system. It will also manage interactions with third parties external to the organization.</p>
CRM	<p>Task Mgmt.            The system will allow the management of workflows and tasks, related to the organization's activities, being able to integrate information from/to other environments (Outlook, etc.).</p>
CRM	<p>Team Collaboration.            The system will allow collaboration between the organization's staff, facilitating communications, document exchange, direct or on SharePoint. Managing agendas and emails or creating work groups.</p>

Topic	Description
CRM	<p>Service Desk.</p> <p>The system will manage a Service Desk functionality with:</p> <ul style="list-style-type: none"> <li>- Partners, linked to Proposal Applications and project execution. - Company staff for tool support and training.</li> <li>- Teams of Experts (Panel of Experts) to support the assessment of proposals. The entire process will allow the traceability of communications, sharing documentation and the classification of the moment of support according to the status of the process in which the Sender is. The Service Desk service will eventually be able to monitor query events, time spent and control the number of attendances.</li> </ul>
Partner Site	<p>CMS</p> <p>The system will allow the edition of Land Pages, Partner Sites and Promotion Pages, in which updateable Information (News), Forms, Access to other Ecosystem applications can be inserted</p> <p>The system will:</p> <ul style="list-style-type: none"> <li>- Generate CSS templates to manage the format and the Look&amp;Feel of the Pages.</li> <li>- Template instances, customizable by diverse groups.</li> <li>- Secondary pages within a personalized Site.</li> </ul>

## Grant Mgmt.

Topic	Description
Call Process	<p>Business Plan Mgmt.</p> <p>The system must allow the generation of the Business Plan, its definition, its framework in the organization, those responsible and its Parameterization (Start and end and selection of the KPIs (from the Set of KPIs managed by EIT), to be managed, setting a Budget and relating y Monitor the Calls that are generated 'downstream' of the Business Plan. There must be a process for acceptance of 'Calls' by those responsible for the Business Plan. The process will generate documentation that must be linked to the PR. and Distributable to the team of Work in the context of the Security System the Documentation generated will have Manageable Privacy Status (Security Levels).</p>

Topic	Description
<b>Call Process</b>	<p>Business Plan Mgmt. The system will be able to generate Business Plans of with their Funding rules and elements. Also will be able to generate Calls (RFX) as entities with requirements conditions for a 'downstream' future a Project.</p> <p>The system should identify in any Business Plan:</p> <ul style="list-style-type: none"> <li>-The Scope and Objectives.</li> <li>-The Stakeholders as those interested in a Business Plan (i.e.: Thematic Areas, Other KICs, etc. The system will allow the management of a Group of Interested Parties (Association of Elements of the Organization of a certain level).</li> <li>-The Calendar.</li> <li>-The Budget.</li> </ul>
<b>Call Process</b>	<p>Calls Mgmt. The system must allow the Generation of Calls, their parameterization (Effective Dates, Submission Dates, Persons in Charge and Budget), their inclusion in the organization and their corresponding Approval process by the Business Plan team.</p> <ul style="list-style-type: none"> <li>- It also should identify and monitor the Publication on the Corporate Website, Social Networks and Campaigns, etc.</li> <li>- The system has to manage the generation of a Proposal Template (RFX) that will contain the parameterized requirements of a future Project and that will be instantiated by those interested in applying.</li> <li>- The system will manage a process of Identification of new applicants and their qualification as owners of a Proposal.</li> </ul>
<b>Proposal Submission</b>	<p>Proposal Submission &amp; Acceptance The system will manage in the Application environment, the reception of the different proposals (RFX answers) made by the applicants.</p> <ul style="list-style-type: none"> <li>- There will be an Automatic Administrative Validation process for the Proposals (blank fields, values out of range, incorrect relationships) previously defined in the Template creation process.</li> <li>- There will be a process of monitoring incidents in the Proposals, to help their correct management.</li> <li>- Also, there will be a Manual Acceptance Protocol by those responsible defined in the Calls, for acceptance or rejection of the Proposal.</li> </ul>
<b>Proposal Evaluation</b>	<p>Experts Recruiting Process: Coordinated with the CRM:</p> <ul style="list-style-type: none"> <li>- The system will manage a process of Recruiting and Qualification of Experts, by which a professional will be proposed as an expert in a subject and validated.</li> <li>- The Recruiting process will allow subcontracted professionals to be included in the HR system, with the expected financial conditions.</li> </ul>

Topic	Description
<b>Proposal Evaluation</b>	<p>Evaluation Process</p> <p>After the submission of RFX the system will manage a proposal Evaluation Process based on two levels of evaluation and the management of forms and scoring, conducted by various experts assigned by the EIT organization from the list of recognized experts.</p> <ul style="list-style-type: none"> <li>- The evaluation process will manage the evaluation of the proposals (RFX), their Scoring and the final classification of the set of proposals framed in the corresponding Calls, Business Plan, hubs and thematic areas.</li> <li>- The information related to the Evaluation will be linked to the Proposal and may be used by the information management and system monitoring processes.</li> <li>- Evaluation Process Tool: Currently there is an app very oriented to this evaluation client's proprietary, and possibly it will be maintained in the next future, in this case the evaluation would be carried out in this tool, the system then should manage an integration with this tool in both ways.</li> </ul>
<b>Proposal Evaluation</b>	<p>Final Acceptance Central Entity</p> <p>The system will manage the approval decision made in the evaluation process and directors to activate the proposal as a project as part of an internal approbation workflow that allow to trigger in the most automatic way the conversion of proposal into a project.</p>
<b>KAVA Mgmt.</b>	<p>KAVA Generation</p> <p>From the acceptance of the proposal, the system will trigger a process, as automated as possible, of creating KAVAs for those proposals finally accepted. The process will generate the corresponding project (KAVA) from the accepted proposal Instance, managing a monitoring of incompatibilities and errors, if they occur.</p>
<b>KAVA Mgmt.</b>	<p>KAVA Space Collaborative</p> <ul style="list-style-type: none"> <li>- The system will manage access to the partner and those responsible for conducting the project (KAVA), based on a collaboration environment that will allow, in the context of CRM and SharePoint. Among others, the activities of: <ul style="list-style-type: none"> <li>- Filling out and submitting project progress forms.</li> <li>- Contribution in the context of the task or milestone with reading and writing documentation related to it.</li> <li>- Validation of a workflow of assigned tasks in relation to the monitored Task/Milestone.</li> <li>- Visualization of the degree of progress of the project in tasks and funds and budget coverage</li> </ul> </li> </ul>

Topic	Description
KAVA Mgmt.	<p>KAVA Go Live</p> <p>Once the KAVA has been generated, it will be starting a life cycle until its completion (completion of tasks, cancellation, interruption).</p>
KAVA Mgmt.	<p>KAVA Mgmt.</p> <p>The System will manage a Project (KAVA) monitoring process, with the possibility of establishing approval processes and protocols. (i.e.: administrative tasks to be performed).</p> <p>For each KAVA milestone or task to be monitored the system will manage:</p> <ul style="list-style-type: none"> <li>- Request documentation from the person in charge of KAVA.</li> <li>- Distribute the documentation and validate it, Approve Payments. etc.</li> <li>- The system will allow, in context with the CRM, the traceability of communications and exchanges of documents related to the supervision of a task or Milestone.</li> <li>- The system will offer Dashboards for monitoring the reject activity.</li> </ul> <p>All operational monitoring management of a KAVA that has an financial impact (Payment of Funds, Income, Collection of payment receipts, etc.) will be linked to the ERP system. (I.e.: Payments of Funds will be made from the ERP and the information related to the payment will be linked to the information of the Tasks / Milestone.).</p> <p>There will be internal workflows for administrative management of project progress documentation. (Progress documentation, Identification of relative documentation (expenses, payments, etc. or relative to reports provided).</p>
KAVA Mgmt.	<p>KAVA Amendment</p> <p>The system will manage an Amendment process (Review) with Approval workflow in which can be modified:</p> <p>The tasks and the Milestones, the dates of fulfillment, the Pending Budget, the people in charge, the scope, and objectives of the project and the KPI's of management.</p> <p>The changes made to the project will partially redefine it, from a given moment in time and forward, without changing its identity or historical information.</p> <p>The system will save the history of changes, and the original plan and will allow to contrast it with the modified plan.</p> <p>Once the modification to the plan is approved, it will remain as Operational and the old one accessible for comparison.</p> <p>The historical information will be inherited in the modified plan and will be rolled forward against the recent version of the plan.</p>
KAVA Mgmt.	<p>KAVA Monitoring</p> <p>The system will manage the monitoring of the Project's progress, through aggregated dashboards at distinct levels in the organization using a Hierarchy like</p>

Topic	Description
	(i.e.: Project/Call/Business Plan /Thematic Area/Hub. In its Operational (KPI, Compliance) and Financial (Funds, Budget) facets.)
<b>EIT reporting</b>	Automatic reporting To provide to the Matrix EIT entity a rolling information about Projects the system will help to develop the generation of structures to report under organization rules and integration models the information of project advance (KPIs, Financial and Other task information).

Procurement:

Topic	Description
<b>Indirect Purchases</b>	Allow to track of indirect purchases
<b>KAVA Expenses</b>	Capacity to track and follow liable KAVA expenses
<b>Coordination</b>	Security and harmonization shared with subsidiaries, using an elevated level of quality controls.
<b>Local Policies</b>	Able to respect Local purchase policies, in validations workflows.
<b>Audit Trail</b>	Audit trail to allow from Purchase Order to Project.
<b>P2P</b>	a P2P Process well defined in the tool.
<b>Coordination</b>	Coordination in the process from Purchase Order to Project to finance, avoiding as much as possible the extra-manual work.
<b>Vendors</b>	Have a Vendors Database included in the Data - model.
<b>Validation Workflows</b>	Automated validations Workflows for allow approval processes much more agile.
<b>Analysis</b>	CAPEX/OPEX analysis in purchases at level of goods and Invoices.

Business Functions:

Topic	Description
<b>Accounting</b>	<p>Funding Mgmt.</p> <p>The Financial system must manage a complete Funding process, from Business Plan to the task of a project in coordination with the Grant Management System, to Collect and Payment management, within a Compliance and based on accounting structures of profit / non-profit entities.</p> <p>The system will manage reporting and documentation relationships with local, national, and international entities in relation to the Funding process.</p> <p>The system will manage different currencies for Fund management.</p> <p>The system will allow management by Business Plan-Calls-KAVA Funds, maintaining an accounting entity (General Ledger) for 'Fund' in order to record all the operations related to it.</p>
<b>Accounting</b>	<p>Financial Structure &amp; Processes</p> <p>The system will manage the standard processes of AP and AR for the usual management operations of an organization, interacting with banks and other external entities.</p> <p>The system will manage the accounting of all the operational movements of the organization in an accounting system in accordance with National and European legislation.</p> <p>An analytical accounting system will be managed in relation to the Entity's activity for the allocation of costs to the structure, this may be outside of the system.</p> <p>The system will manage temporary Accounting Closing processes as Natural Calendars and/or Project Calendars.</p>
<b>Financial Reporting</b>	<p>Reporting</p> <p>A National and European Financial Reporting system will be used in accordance with the sector rules and regulations of the European Commission - EIT.</p> <p>Reporting easy to manage and built.</p>

Topic	Description
<b>Activity Tracking</b>	<p>Fund Tracking</p> <p>The system will allow the traceability of the entire Funding process, from Donors to recipients, in coordination with the projects and tasks in which they have been conducted. It will also allow identifying Account Balances, Deferred Collections or Deferred Payments and their status.</p>
<b>Asset Mgmt.</b>	<p>Asset Mgmt.</p> <p>The system will manage the knowledge, planning, organization, and integrated management of heritage carried out within the scope of the Organization's functions. (Part of the contributions of funds will be destined to Capitalization of Companies and acceleration of Start-Ups). The system will make it possible to visualize at distinct levels in the corporate organization the Equity portfolios and their return on Capital. The system will help to manage the operations of Purchase and sale of Assets in Corporate operations. (Ex: Sale of a stake to another company).</p>
<b>HR Mgmt.</b>	<p>Main Activities</p> <p>The HR Mgmt. system. It will be aimed at Nonprofit Organizations, it will allow, among others: - Managing Talent - Donor Management - Empowerment Programs - Talent Acquisition - Recruiting Management - Training Programs - Remuneration and Compensation. - Management of Job Policies - Cultural Programs in the Organization. It will be responsible for the Personnel Remuneration Process and the Access Security Policy.</p>
<b>Shared View</b>	Capacity to share accounting results between EIT-UM legal entities.
<b>Real Time</b>	Real time Access to data and traceability of accounting postings
<b>Financial Decisions</b>	The tool must help to reduce the data manipulation and analysis to focus on the Decision taking.
<b>Localization</b>	Financial Mgmt., must respect the localization in terms of language, Tax and regulatory rules of the different legal entities managed.
<b>Financial Consolidation</b>	The tool must cover the consolidation process.
<b>Cross entity vision</b>	The tool can allow a real time and audit trail a cross-entity vision

System

Topic	Description
<b>Technology</b>	The system will be Cloud native.
<b>Integration</b>	<p>The system will allow the generation files type: XML, CSV, XLSX, JSON.</p> <p>The system will allow integration with other systems by Webservice and API-Rest Protocols, allowing data integration and export to other platforms.</p> <p>The system will be strongly integrated with Office 365 allowing the export/import of lists in XLSX format, the management and editing of documents in Word, PPT format, integration with Teams and other value-added features.</p>
<b>UI</b>	<p>The system will have an open structure able to connect from the cloud to different devices, and able to evolve for new ones in the future. I.e.:</p> <p>Clients: Browsers, Tablets, - Html5 or higher- Responsive.</p>
<b>Customization</b>	<p>The system must allow the Customization of Screens and Processes, allowing the creation of Apps.</p> <p>With a powerful Development Kit able to be managed by the Client's IT team, with three Customization levels:</p> <ul style="list-style-type: none"> <li>-Configuration,</li> <li>- 'Low Code',</li> <li>- 'Hard Code'.</li> </ul> <p>Using common market programming languages. (I.e.: as JavaScript, C++, Java, Python).</p>
<b>Database</b>	The System will allow the installation in the Market Database, which allows the management of Information Extraction to other environments.

Topic	Description
<b>Security</b>	<p>The system will manage security throughout its perimeter and transfer of information outside the system. A model based on Roles, Functions, and Fields Hyde/Show - W/R rights.</p> <p>It is expected a Centralized control of Security rules, done by non-expert team (RH Team).</p>
<b>Location</b>	<p>All tools must have a localized in language and local formats at the client level but maintaining a unified format at the data level.</p>