



# Request for Proposals

Production of Short Online Course (SOC) on Urban Mobility

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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# Contents

<b>1. Overview of EIT Urban Mobility .....</b>	<b>3</b>
1.1. About EIT Urban Mobility Academy Competence Hub .....	4
<b>2. General objectives and scope of work .....</b>	<b>6</b>
2.1 General objectives.....	6
2.2. Detailed scope of work .....	7
2.3. Location, timing, planning, and reporting.....	9
2.3.1 Start date & period of implementation .....	9
2.3.2 Location .....	10
2.3.3 Payment terms .....	10
2.4. Methodology of work.....	10
2.5. Deliverables .....	11
<b>3. Proposal Process .....</b>	<b>11</b>
3.1. Proposal Schedule .....	11
3.2. Participation .....	12
3.3. Submission of proposal .....	12
3.4. Minimum requirements.....	13
3.5. Validity of the proposal .....	13
3.6. Additional information before the deadline for submitting proposals .....	13
3.7. Cost for preparing proposals .....	13
3.8. Ownership and confidentiality of proposals .....	14
3.9. Clarification related proposals.....	14
3.10. Negotiation about the submitted proposal .....	14
<b>4. Evaluation of proposals.....</b>	<b>14</b>
4.1. Exclusion criteria .....	14
4.2. Award criteria .....	15
4.3. Selection of the suppliers.....	17
4.4. Signature of contract(s) .....	17
4.5. Cancellation of the proposal procedure .....	17
4.6. Appeals / Complaints .....	18
4.7. Ethics clauses / Corruptive practices.....	18

4.8. Safeguarding of EU’s financial interest .....18

**Annexes .....19**

1.1 Annex 1 – Service Agreement .....19

1.2 Tenders submission form .....46

1.3 Tenders declaration form .....48

1.4 e-Course requirements.....49

# 1. Overview of EIT Urban Mobility

The website of EIT Urban Mobility is <https://www.eiturbanmobility.eu>

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 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.

## 1.1. About EIT Urban Mobility Academy Competence Hub

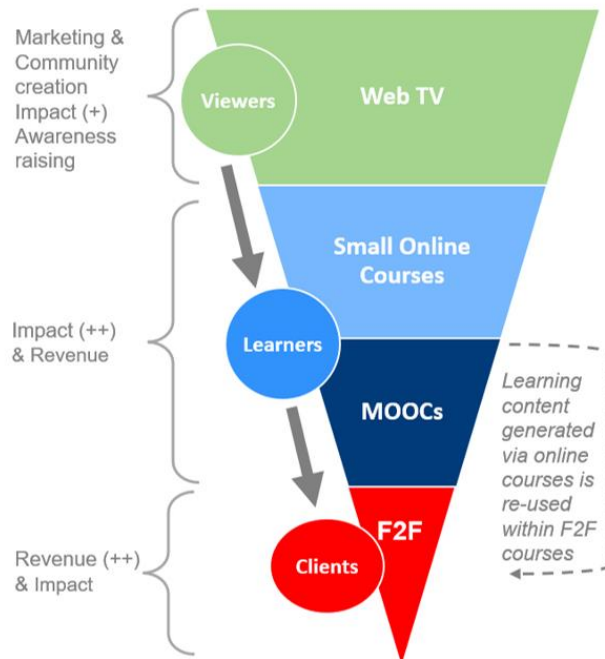
The webpage of EIT Urban Mobility Academy is <https://www.eiturbanmobility.eu/academy/>.

Our Academy is a collaborative arena for lifelong learning, helping to build critical capabilities for innovation and transformation. We are training the next generation of urban mobility practitioners, needed by the urban mobility ecosystem of the future. Our programmes are intersectoral, interdisciplinary, international, and entrepreneurial.

The Competence Hub is the Professional Training Unit within EIT Urban Mobility Academy. Given the many digital and ecological transformations that the mobility sector and European cities must overcome, EIT Urban Mobility Academy’s Competence Hub develops high-quality, innovative, and adaptable trainings for forward-thinking professionals and organizations.

The Competence Hub provides a customized and accessible way for busy professionals — people working for city authorities, public institutions, companies, or start-ups — to learn about the latest topics in mobility and transport.

It operates using a funnel-based freemium model, with four levels and a blended approach to learning. While the first two levels offer easy access and up-to-date knowledge for a broad audience, the third and fourth levels are more tailored and deal with specific projects or topics.



The four layers are:

**EIT Urban Mobility Academy WebTV:** The WebTV is a compilation of short videos (1 to 10 minutes) produced and diffused on a regular basis. The aim of the WebTV is to connect with a high volume of urban mobility professionals from all sectors, by producing videos that provide short/introductory answers to the many questions they ask themselves when facing new professional challenges or responsibilities and try to research by browsing the internet. See our WebTV videos here.

- **E-courses:** our e-courses are fully online asynchronous training courses so that each learner can take/complete them whenever they wish. They fall into 2 categories:
  - **Short Online Courses (SOCs):** These short online courses (30 minutes to 5 hours to complete, over a period of few days or weeks) are developed around mobility topics for professionals that are not covered by existing training programmes and institutions. Our SOC's provide compelling learning contents on important urban mobility issues, trends, tools, etc. The content is fully available for free, so that many urban professionals can benefit from these courses, discover the value that the Competence Hub can bring to them, and leverage our SOC's to become better professionals.
  - **Massive Open Online Courses (MOOCs):** The Competence Hub also offers a second category of e-courses, our "MOOCs for professionals" (10 to 20 hours to fully complete, over a period of a few weeks to months). These longer and more comprehensive e-courses provide more advanced knowledge yet maintaining a strong hands-on and applied focus that urban mobility professionals are looking for. The subjects/topics that are addressed are identified and produced based on the analysis of the knowledge gap within the urban mobility market (public and private sectors), the existing online learning solutions in the professional learning market that are already available, and the appetite/interests for certain specific topics expressed by our target audiences and current learner community.

The majority of our e-courses are available on the Competence Hub's e-learning platform: [www.urbanmobilitycourses.eu](http://www.urbanmobilitycourses.eu). We also have some e-courses available on FutureLearn (EIT Urban Mobility account) as well as Coursera (EIT Urban Mobility Partner Accounts).

- **Face-to-face synchronous courses:** In this fourth/final level of this funnel, we build "custom" online/on-site/blended courses for urban mobility organisations or for specific cohorts of mobility professionals, in order to allow them to overcome specific challenges. These courses are primarily delivered synchronously and generate revenue. By leveraging our unique community of partners (top European universities, innovation centres and consultancies) and experts, we probe a wide variety of course topics and formats with cities, mobility companies, and transport authorities. We then replicate/upgrade/upscale (at a national and/or European level) those courses that generate the highest levels of impact/satisfaction and that can best contribute to EIT Urban Mobility's financial sustainability.

# 2. General objectives and scope of work

## 2.1 General objectives

Within the EIT Academy department, the Competence Hub aims to fill the urban mobility knowledge gap and make mobility more efficient and sustainable, by promoting systemic and behavioural change, with a strong innovation and entre/intrapreneurship focus. The Competence Hub is impact/market oriented to capacity building (create/occupy new jobs) and skill development (lead the transformation).

Within the Competence Hub, the role of the E-courses team is to provide high quality and updated online courses that help understand urban mobility, giving the freedom to the participants to take the course at their own pace.

Via its website UMC ([www.urbanmobilitycourses.eu](http://www.urbanmobilitycourses.eu)), the Competence Hub offers 40+ courses and provides the following features:

- Understand and analyse urban mobility concepts, trends, challenges, transformations.
- Asynchronous courses, accessible from anywhere
- Practical and impact-oriented
- Free content, EIT Urban Mobility Academy certification
- In collaboration with recognised mobility experts and thought-leaders from top universities/consultancies
- Additional e-courses published on Coursera and FutureLearn.

By the present procurement procedure, EIT KIC Urban Mobility S.L., hereby being referred to as “EIT UM”, is aiming to identify a potential supplier (online learning agency) capable of supporting the creation, production and delivery of 1 Short Online Course (SOC) in 2023.

A SOC is defined as a short online asynchronous training programme, to be fully completed over one to several day(s) and that addresses important urban mobility related topics.

The supplier will be responsible for the whole creation of the SOC, from the definition of a course outline, the creation of course contents, structures, and assets (scripts, recording of videos, other material, animations etc.) and the assembling of the learning material in the selected platform and into learning units using the SCORM format. The supplier shall deliver the course to EIT UM, who will be in charge of publishing

and operating the SOC. Some additional support should be provided by the supplier to EIT UM for a few weeks after the delivery of the finalised course for any post-delivery corrections, amendments or updates needed. The supplier will be supported by an academic supervisor appointed and contracted by EIT UM. This person will be in charge of providing the course content and advising on the subject of SOC. She/he will be the “face” of the course to the public. As such, the content provider will be responsible for content quality insurance and will work closely with the supplier and EIT Urban Mobility at all stages of the course production. The specific tasks of each role will be discussed case by case in the definition project stage.

## 2.2. Detailed scope of work

The scope of work to be undertaken by the supplier will comprise:

### 1. Analysis and definition

The supplier will facilitate the discussion with the academic supervisor during multiple Preliminary Knowledge Exchange Meetings to well define the course details (focus, structure, learning outcomes, etc.).

In close cooperation with the academic supervisor and EIT UM, the supplier will identify the main sources of content and collect the raw content/material that needs to be used. This phase consists of desk research (mainly undertaken by the academic supervisor) and the production of a draft composed of a course structure, layout and learning objectives per module, activities; different content formats and possible speakers/interviewees who need to be identified and contacted.

The main outcome in this phase is a course definition document with a structure, identification of key content and information sources, general objectives, objectives per module and activities.

### 2. Module 1 Pilot and check-point revision

The supplier should then produce a preliminary version of the first Module of the course (text, images and graphics, animations, videos, quizzes) and assemble it in a pre-production platform, so to generate one pilot/test training unit, in coordination with the academic supervisor. This step is a checkpoint, that will be used by EIT Urban Mobility to decide if the quality of what has been produced is high enough to justify the production of the full course. If this is not the case and no palliative measures can be agreed upon, the production of the full course will be cancelled. The supplier will be compensated for the work undertaken to produce the pilot/test unit, based on the costs incurred by the supplier, provided these costs are fully detailed, justified, and reasonable.

A detailed and proof-read script of the Module 1 (M1) of the SOC and all other relevant course assets (text, pictures, graphs/tables, animations, interviews/videos etc) should be created in a MS Word “content map” shared document. The M1 should be aligned with what has been previously agreed upon by all Parties and validated by EIT Urban Mobility. based (course narrative, structure, learning objectives etc.).



Once the academic supervisor and the supplier agreed on this document, EIT UM will assess this document and provide feedback so that a first draft of the preliminary version of M1 may be generated on the EIT UM's e-course pre-production platform. We prefer for the provider to use its own pre-production platform. In case this is not possible, it should be detailed in the proposal. This first draft must also include all other relevant course assets (pictures, graphs, animations, videos, etc).

The academic supervisor and EIT UM will review the M1 with all the elements directly in the pre-production platform and give the final feedback before the M1 review meeting. In this meeting the supplier, the academic supervisor, and EIT UM will review what has been delivered and agree on the evolution of the course and next steps.

Preferably, EIT UM should be able to give its feedback on each SOC directly through this pre-production platform. The supplier will then implement the resulting changes in the pre-production platform for EIT Urban Mobility and the academic supervisor to review.

### **3. Production and review of the other modules (course text/narrative and video scripting)**

If EIT UM decides to move forward with the course, the supplier will produce the remaining modules with the academic supervisor's feedback and support, providing a detailed and proof-read script of the remaining modules (text and draft of the other module assets). The academic supervisor and EIT UM will review and give their feedback directly through the pre-production platform.

For M1 video assets must be included in the delivery. If EIT UM decides to move forward with the course, the production of additional videos (especially if they contain interviews with experts) may be regrouped and produced later, during the finalisation stage (see below). If so, for phase 3., the supplier will deliver the scripts of videos.

### **4. Visuals, interactions, and activities production and review**

In phase 4:

- Text assets: the text (narrative) should be finalised and only be reviewed in case of inconsistency.
- Video assets: The supplier will prepare and run the interview(s) (including the teaser video) with the academic supervisor and another expert interview(s) and prepare the audio-visual graphic guidelines and run the post-production. The design of intro/outro, music and other important aspects of all video assets must be approved by EIT UM. If the failure by the supplier to secure EIT UM's approval on a specific audio-visual component of a video generates additional costs to the supplier (resulting from the need to re-do some of the work), then these additional costs must be covered by the supplier.

Other assets: The supplier will provide and create all relevant visuals, infographics and downloadable documents needed for. For more details about requirements, please refer to [Annex 2: e-course requirements](#). All EIT UM's requirements relative to these assets must be complied with.

The review/feedback work on each asset will be undertaken in the pre-production platform and organised firstly with the academic supervisor and then with EIT UM, in two rounds.

## 5. Course creation, review, and finalisation

Once all the course assets have been finalised validated by EIT UM, the supplier will create and send a first SCORM file to EIT UM to test the integration in the final platform as well as navigation.

Once this is reviewed, the supplier will build the rest of SCORMs and EIT UM will test each one of them as well as all external elements and activities that are not part of the SCORMs (assessments, quizzes, etc).

For more details about the SCORM format check [Annex 2: e-course requirements](#). Full details on the requirements relative to this will be shared with the supplier once the proposal has been validated and before the signature of the Service Agreement.

## 6. Publishing and formal Launch

The SOC will be hosted, operated, and distributed through EIT UM Competence Hub's own LMS platform/account. EIT UM Competence Hub is using a customised version of a WordPress-based platform (<https://urbanmobilitycourses.eu>) and is sharing an account on FutureLearn with the other EIT Knowledge Innovation Communities (KICs). The current working hypothesis is that most if not all the 8 SOC's will be uploaded on EIT UM Competence Hub's WordPress LMS. Nonetheless, if the EIT UM Competence Hub so decides, some of the courses may finally be uploaded on FutureLearn. In this case, EIT UM Competence Hub will inform the supplier in a timely manner. If the supplier charges different tariffs for courses developed on WordPress and for courses developed on FutureLearn, this should be detailed and explained in the proposal.

The upload and the execution of the SCORMs on EIT UM's WordPress LMS will be directly handled by EIT Urban Mobility. However, the supplier should support EIT UM with minor amendments in the SCORM files for a period of 3 months after the launch/delivery of each course, so to make any needed changes to the course and SCORMs.

## 2.3. Location, timing, planning, and reporting

### 2.3.1 Start date & period of implementation

The intended start date is, at the latest, 4 September 2023 and is expected to last, at the latest, until 31 of December 2023.

The production of the course will start in September 2023 so they can be designed, produced, and published over a period of 3-4 months and available online by December 2023.

EIT Urban Mobility reserves the right to use the direct award procedure with the winner(s) of the present procedure for covering the needs of additional 24 months in the course of 2024 and 2025 once the budget is known and all resources of the present contract are used up.

### 2.3.2 Location

This project doesn't have a specific office location during the implementation – the provider should mainly provide assistance from their 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 funds are 9,000 EUR (excluding VAT) to produce and deliver 1 SOC.

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

- 1) After delivery of the first Module Pilot (30%),
- 2) After delivery of the text and video scripts in the pre-production platform (40%)
- 3) After delivery of the SCORM and raw material containing the course (30%).

If a given SOC is cancelled after phase 2 (Module 1 Pilot and check-point revision), the supplier will be compensated for the work undertaken to produce the pilot/test unit, based on the costs incurred by the supplier, provided these costs are fully detailed, justified, and reasonable.

It's also mandatory that the supplier considers [the Annex 4: e-courses requirements](#) (below). If the failure by the supplier to comply with these requirements generates additional costs to the supplier (resulting from the need to re-do some of the work), these additional costs must be covered by the supplier, not by EIT UM. A document presenting an updated/complete list of all specifications which the supplier must comply with will be shared by EIT UM with the selected supplier and annexed to the Service Agreement signed by the supplier and EIT UM.

## 2.4. Methodology of work

The supplier is requested to present the best operational structure for the management the services she/he wished to handle as well as the relevant the staff/expert(s) that need to be involved for the successful completion of all deliverables and actions required.

The proposal should also include:

- A presentation of the organisation's experience and qualifications to meet the requirements detailed above in chapters 2.1, 2.2. and 2.3.
- Examples of a similar service provided to other companies and the results achieved

- Name and CVs (or bios) of all individuals involved in the service and a description of their involvement.
- Any other relevant information relative to the suppliers ability to perform the requirements detailed above in chapters 2.1, 2.2. and 2.3. cheaper or more efficiently.

## 2.5. Deliverables

The course(s) will be delivered in phases with the submission of the following components at dates that must be agreed by both parties.

1. Project definition document.
2. Module 1 Pilot in pre-production platform, including provisional videos, pictures, graphs/tables, quizzes, animations etc.
3. Course copies, including final narrative and video scripts and provisional videos, pictures, graphs/tables, quizzes, animations etc.
4. Videos and other visual elements including, raw recording interviews, footage, graphic support documents, infographics, etc
5. Final SCORM files, including videos, pictures, graphs/tables, quizzes, animations and in general all raw material use for the production.

# 3.Proposal Process

## 3.1. Proposal Schedule

	DATE
Publication on the website	21 July 2023
Deadline for submitting proposal	28 July 2023
Intended date of notification of award	31 July
Stand still period	3 days
Intended date of contract signature	24 August
Intended start date of the contract implementation	4 September

## 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 28 July 2023, 16:00 Central European Time**, to:

**Contact name:** For the attention

Mrs Valérie Aubry, e-learning coordinator 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 28 July 2023, 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 needs additional information, please address it to the address below.

**Contact name:** for the attention of Mrs Valérie Aubry, e-learning coordinator at EIT URBAN MOBILITY.

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

### 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 submits 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><b>EXPERIENCE</b> Description of former experience:</p> <ul style="list-style-type: none"> <li>a) Developing asynchronous online course using Articulate Suit tools/software and generating SCORM 1.2 standard files which can then be edited for free. 1 to 99 courses <b>10 POINTS</b>, 100+ courses <b>15 POINTS</b>.</li> <li>b) Developing, in the last 10 years, similar asynchronous online courses related to Urban Mobility, or other topics that impact urban mobility such as social or</li> </ul>	<p>Max. 45 points</p>



<p>environmental issues. 1 to 4 courses <b>2 POINTS</b>, 5 to 9 courses <b>5 POINTS</b>, 10+ courses <b>10 POINTS</b>.</p> <p>c) Developing and designing courses in Multi-language format. 1 to 9 courses <b>2 POINTS</b>, 10 to 19 courses <b>5 POINTS</b>, 20+ courses <b>10 POINTS</b>.</p> <p>d) Developing asynchronous online courses in collaboration with leading European Universities 5+ <b>5 points</b></p> <p>e) Experience working with European entities. 1-2: <b>2 points</b>; 3+: <b>5 points</b>.</p> <p>EIT Urban Mobility will rank the bids based on the received information based on the level of details, harmony with Section 2 and based on international practices.</p>	
<p><b>COURSE PROJECT MANAGEMENT QUALITY</b></p> <p>Quality of the technical offer and organization in production (as described in Section 2.2) should include, but is not limited to:</p> <p>a) Description of the plan to design and produce the short online courses and features to meet set requirements and process including the review expert/EIT steps. If not demonstrated <b>0 POINTS</b>, if demonstrated <b>5 POINTS</b>.</p> <p>b) Description of the tools used in pre-production to preview and give feedback of the all the course elements, providing a similar view to the end-user experience. If not demonstrated <b>0 POINTS</b>, if demonstrated <b>5 POINTS</b>.</p> <p>c) Description of the production (processes and tools) used to create video content. If not demonstrated <b>0 POINTS</b>, if demonstrated <b>5 POINTS</b>.</p> <p>EIT Urban Mobility will rank the bids based on the received information based on the level of details, harmony with Section 2 and based on international practices.</p>	<p>Max. 15 points</p>
<p><b>COURSE QUALITY</b></p> <p>Ability to design, create and deliver quality course content and learning experience demonstrated in previous courses</p> <p>a) Demonstrable British English copywriting. If not demonstrated <b>0 POINTS</b>, if demonstrated <b>5 POINTS</b>.</p> <p>b) Example of visual and interactive activities in previous online asynchronous e-courses. The highest ranking will receive <b>15 POINTS</b>, 2nd <b>10 POINTS</b>, 3rd <b>5 POINTS</b>.</p> <p>c) Variety of content formats (text, video, infographics, etc.) included in the asynchronous online course demonstrated through examples. The highest ranking will receive <b>10 POINTS</b>, 2nd <b>5 POINTS</b>, 3rd <b>1 POINT</b>.</p> <p>d) Ability to design and deliver asynchronous online courses, that follow accessibility best practices. The highest ranking will receive <b>10 POINTS</b>, 2nd <b>5 POINTS</b>, 3rd <b>1 POINT</b>.</p> <p>EIT Urban Mobility will rank the bids based on the received information based on the level of details, harmony with Section 2 and based on international practices.</p>	<p>Max. 40 points</p>

The applicable award criteria will be weighted as follows:

- A. Quality offer: 70%
- B. Financial offer: 30%

Aggregate evaluation and scoring:

- A. Quality offer (maximum weighted score: 70%)
  - Evaluation of the technical content will be carried out following the below sub-criteria:
    - I. Technical capacity of the Tenderer (maximum score: 100)
- B. Financial offer (maximum weighted score: 30%)
  - The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.
  - The lowest offered price shall receive the highest score (100), others shall be calculated in relation to that in linear equation.

### 4.3. Selection of the suppliers

The final selection of the supplier or suppliers 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 quality score: max. 100 (weight: 70%)*

*Total financial score: max. 100 (weight: 30%)*

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

The successful and unsuccessful tenderer 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 / Complaints

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to EIT Urban Mobility. The 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 KIC URBAN MOBILITY S.L.U**, a private limited company, having its registered office and place of business at Avinguda Diagonal, 211, 08018 , Barcelona, Spain, with VAT number B67513630, legally represented herein by Juan Carlos Espada, acting as as COO of the company (the “**Contracting Party**” or “**EIT UM**”);

and

**xxxxx** a private limited company, having its registered office and place of business at xxxxx, with company registration number \_\_\_\_\_ and VAT number \_\_\_\_\_ legally represented herein by \_\_\_\_\_ acting as legal representative; the ‘Supplier’;

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

#### **WHEREAS:**

*EIT UM has an internal strategy to offer certain services to its Partners and is in need for a specialized consultancy firm that supports the development of such services.*

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 (as described in Article 0 below), 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 fifteen (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 five (5) calendar days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless,

the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

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

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

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

For EIT UM	For Supplier
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 Article 0 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

Further, Supplier may only charge the amounts under Article 0 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

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

- (a) the name and address of Supplier

- (b) the VAT identification number of Supplier
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM has accepted them pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
- (i) the nature and type of Services supplied
- (j) the following data for every VAT tariff or exemption:
  - (a) the price per piece or unit, excluding VAT
  - (b) any reductions that are not included in the price
  - (c) the VAT tariff that has been applied
  - (d) the cost (the price excluding VAT)
  - (e) in case of advance payment: the date of payment, if this is different from the invoice date
  - (f) the amount of VAT

By deviation to Article 0, Supplier may charge the amounts under Article 0, 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 Article 0 shall apply to each regular invoice.

The payment term applying to Supplier invoices fulfilling the requirements of this 0 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 (as described in Article 0 below), 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 Articles 0 and 0, 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 Article 0, 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. 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 Article 0, 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 “**Affiliates**” 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 (as specified in [Annex I](#)) 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:

- (g) comply with all privacy and data protection law and regulations applicable to its Services;
- (h) 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;
- (i) maintain the security, confidentiality, integrity and availability of the Personal Data;
- (j) 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
- (k) 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 0.

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 0.

### **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 Article 0, 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 Article 0, 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 (as 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 (the “**Term**”).

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

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

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

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

- (a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Article 0 or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (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 to transfer the tender proposal and the Agreement with Supplier to: (i) internal audit services; (ii) the EIT; (iii) the European Court of Auditors; (iv) the Financial Irregularities Panel or; (v) the European Anti-Fraud Office, for the purposes of safeguarding the EU's financial interests ("**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 immediately terminate the Agreement by written notice to Supplier 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 Article 0



applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

If so chosen by EIT UM in accordance with Article 0, 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 (ICC), 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 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 Article 0.

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

Drawn up on [DATE] and signed in two (2) copies:

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EIT KIC URBAN MOBILITY, S.L.

Juan Carlos Espada

COO

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[company name]

[name of representative]

[position of representative]

# ANNEX 1

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 Article 0 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 0 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

Price of the Services (as per 0 of the Agreement):

In application of Article 0 of the Agreement, the following Services shall be remunerated on the fixes rate, per type of Services, as follows:

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

Charging the compensation to EIT UM (as per 0 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 0 of the Agreement):

Payment term (expressed in calendar days)	30 days
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Term of the Agreement (as per 0 of the Agreement):

In application of Article 0 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

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

## ANNEX 2

### DATA PROCESSING AGREEMENT

**EIT KIC Urban Mobility, S.L.U**, a private limited company, having its registered office and place of business at Avinguda Diagonal, 211, 08018, Barcelona, Spain, with company VAT number B67513630, legally represented herein by Mr. Juan Carlos Espada Suarez, acting as COO; hereinafter referred to as “**EIT UM**”, “**Data EIT UM**” or the “**EIT UM**”;

And

[XXXX], a [XXXX], national, domiciled in [XXXX], and holder of ID [XXXX], hereinafter referred to as “**Data Processor**” or “**Processor**”;

Each of the Processor and the EIT UM to be referred individually as the “**Party**” and collectively, when the context so permits, as the “**Parties**”

#### WHEREAS

- I. The processing of personal data is subject to Regulation (EU) 2016/679 of the European Parliament and Council regarding the protection of individuals in respect of the processing of their personal data and of the free circulation of such data (hereinafter referred to as “**GDPR**”) and the Spanish Organic Law 3/2018, of 5<sup>th</sup> December, on Personal Data Protection and Guarantee of Digital Rights.
- II. The Parties have determined to enter into this data processing agreement (hereinafter referred to as the “**Data Processing Agreement**”) having due regard to Article 28 of the GDPR.

- III. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the “**Principal Agreement**”)
- IV. In the course of providing the services, the Data Processor may process personal data on behalf of EIT UM (hereinafter referred to as: “**Personal Data**”). Therefore, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

**NOW IT IS HEREBY AGREED as follows:**

**1. Purpose of the Processing Engagement.**

1.1 The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the Processor shall be responsible for the processing of the Personal Data contained in some databases owned by the EIT UM and/or the Personal Data collected from data subjects such as but not limited to interviewees or speakers, in order to be able to fulfill with the Principal Agreement obligations. In no case the Processor may use the data to its own purposes.

**2. Processing of EIT UM’s Personal Data**

2.1 EIT UM instructs the Processor to process EIT UM’s Personal Data.

2.2 The Data Processor shall:

2.2.1 Comply with all applicable data protection laws in the processing of EIT UM’s Personal Data;

2.2.2 Not process EIT UM’s Personal Data other than on the relevant EIT UM’s documented instructions. If the processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the processor shall immediately inform the Controller.

2.2.3 In the event that the Data Processor needs to process Personal Data of interviewees, speakers or any other data subject on behalf of the EIT UM, the Data Processor shall collect the data subjects express consent, according to art. 7 of the GDPR. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.

2.2.4 Describe the specifications of the processing: subject-matter, duration nature and purpose of the processing, the type of personal data, categories of data subjects and the subcontracted processing, according to **Exhibit A**.

2.2.5 If applicable, keep a written record of all categories of processing activities carried out on behalf of the Controller according to art. 30.5 of the GDPR, containing:

- The name and contact details of the Data Processor and sub-processors and each person in charge of the processing.
- The categories of processing carried out on behalf of each responsible.
- If applicable, transfers of Personal Data to a third country or international organisation, including the identification of that third party country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49 (1) of the GDPR, the documentation of adequate guarantees.
- An overview of the technical and organizational measures of security relating to:
  - Pseudonymization and encryption of Personal Data.
  - The ability to ensure the permanent confidentiality, integrity, availability and resilience of processing systems and services.
  - The ability to restore availability and access to Personal Data quickly, in the event of a physical or technical incident.
  - The process of regular verification, evaluation, and valuation of the effectiveness of technical and organisational measures to guarantee the security of the treatment.

- 2.2.6 Not to communicate the Personal Data to third parties, except with the express authorisation of the Data EIT UM, in the legally admissible cases.

The Data Processor may communicate the Personal Data to other processors of the same EIT UM, in accordance with the EIT UM's instructions. In this case, the EIT UM shall identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied for the communication.

### 3. Data Processor Personnel

- 3.1 The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any sub-contracted processor who may have access to EIT UM's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant EIT UM's Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with the applicable laws in the context of that individual's duties to the sub-processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 4. Security

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall in relation to EIT UM's Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2 In assessing the appropriate level of security, Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.
- 4.3 In any case, the Processor shall implement mechanisms to:
- Ensure the continued confidentiality, integrity, availability and resilience

of processing systems and services.

- Restore availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures in place to the security of the processing.
- Pseudonymize and encrypt Personal Data, where appropriate.
- Designate a data protection officer and communicate his/her identity and contact details to the EIT UM, where appropriate.

## 5. Outsourcing

- 5.1 The Data Processor shall not outsource the provision of any of the services to be performed under this Data Processing Agreement which involve the processing of Personal Data, except for ancillary services needed for the normal operation of the Processor's services.
- 5.2 When it is necessary to outsource any processing, EIT UM shall be informed by written means of this fact in writing 15 days in advance, and receive an indication of the processing that is intended to be outsourced and identify clearly and unambiguously the subcontractor and its contact details. The outsourcing may be undertaken only if the EIT UM approves it.
- 5.3 The subcontractor, who will also be a processor, shall be obliged to comply with the Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Processor's responsibility to regulate the new relationship so that the subcontractor may be subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the Processor regarding the proper processing of Personal Data and the safeguarding of the rights of data subjects. In the event of non-compliance on the part of the subcontractor, the Processor will remain fully liable to the EIT UM.

## 6. Data Subject Rights

- 6.1 Taking into account the nature of the processing, Processor shall assist EIT UM by implementing appropriate technical and organizational measures, in so far as this is possible, for the fulfilment of EIT UM's

obligations, as reasonably understood by EIT UM, in responding to the exercise of the rights of:

- Access, rectification, erasure and objection.
- Limitation of processing
- Data portability
- Not to be subject to automated individualized decisions (including profiling).

6.2 When the data subjects exercise their rights, the Data Processor must communicate this by e-mail to the address indicated by EIT UM. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant for resolving the request.

## **7. Personal Data Breach**

7.1 Processor shall notify EIT UM without undue delay upon becoming aware of a Personal Data breach affecting EIT UM's Personal Data, providing EIT UM with sufficient information to allow EIT UM to meet any obligations to report or inform data subjects of the Personal Data breach under the data protection laws.

7.2 Processor shall co-operate with EIT UM and take reasonable commercial steps as are directed by EIT UM to assist in the investigation, mitigation and remediation of each such Personal Data breach.

7.3 If available, the following information, as a minimum, shall be provided:

- a) Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;
- b) The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;



- c) Description of the possible consequences of the Personal Data breach;
- d) Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

If and to the extent that it is not possible to provide the information at the same time, the information shall be provided in a phased manner without undue delay.

## **8. Data Protection Impact Assessment and Prior Consultation**

- 8.1 The Processor shall provide reasonable assistance to EIT UM with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which EIT UM reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other data protection law, in each case solely in relation to processing of EIT UM's Personal Data by, and taking into account the nature of the processing and information available to the subcontractors.

## **9. Deletion or return of EIT UM's Personal Data**

- 9.1 Processor shall promptly and in any event within 10 business days of the date of cessation of any services involving the processing of EIT UM's Personal Data, delete and procure the deletion of all copies of those EIT UM's Personal Data.
- 9.2 However, the Processor may keep a copy of the data, with the data duly blocked, for as long as liability may arise from the performance of the service.
- 9.3 Processor shall provide written certification to EIT UM that it has fully complied with this section 9 within 10 business days of the cessation date.

## **10. Audit rights**

- 10.1 Processor shall make available to EIT UM, upon request, all information necessary to demonstrate compliance with this Data Processing Agreement and shall allow and contribute to audits, including inspections, by EIT UM or an auditor mandated by EIT UM in relation to the processing of EIT UM's Personal Data.

## 11. Data Transfer

- 11.1 The Processor may not transfer or authorize the transfer of Personal Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of EIT UM. If Personal Data processed under this Data Processing Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of Personal Data.

## 12. General Terms

- 12.1 Confidentiality. Each Party must keep this Data Processing Agreement and the information it receives about the other Party and its business in connection with this Data Processing Agreement confidential and must not use or disclose that confidential information without the prior written consent of the other Party except to the extent that:
- (a) disclosure is required by law;
  - (b) the relevant information is already in the public domain.
- 12.2 Notices. All notices and communications given under this Data Processing Agreement must be in writing and will be delivered personally, sent by email to the email address set out in the Principal Agreement.

## 13. Governing Law and Jurisdiction

- 13.1 This Data Processing Agreement is governed by the laws of Spain.
- 13.2 Any dispute arising in connection with this Data Processing Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the Courts of the city of Barcelona.

**IN WITNESS WHEREOF**, this Data Processing Agreement is entered into with effect from the date first set out below.

---

**EIT KIC URBAN MOBILITY S.L.U**

**[XXXX]**

## Exhibit A

### 1. Description of Personal Data processing

1.1. The Data Processor is enabled to process on behalf of EIT UM, the Personal Data necessary to provide the service of **[XXX]**

1.2. The processing will consist of:

*(Please describe the data processing e.g. record interviewee(s) in the streets)*

1.3. Specification of the processing to be carried out:

- Collection     Recording
- Structuring     Modification
- Conservation     Extraction

- Consultation     Communication by transmission
- Dissemination     Interconnection
- Collation     Restriction
- Deletion     Destruction
- Conservation     Communication

Other: .....

## 2. Identification of the affected information

For the execution of the services derived from the fulfilment of the object of the Principal Agreement and subject to the obligations stated in this Data Processing Agreement, the Data Processor will process the Personal Data described below:

*(Please number all Personal Data processed e.g image, voice, nationality, name and surname, etc.)*

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

## 3. Duration

This Contract shall enter into force upon being made and shall remain in force until the end of services data, that is on **[XXX]**

## 4. Subcontracting

The Data Processor is authorized to subcontract the following processing: **[XXX]**

## 1.2 Tenders submission form

### Tender Submission Form

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

#### 1. Tender submitted by

Name of legal entity	
Registered address	
Tax registration number	

#### 2. Contact person

Name	
Address	
Telephone	
E-mail address	

#### 3. Statement

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

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

## 1.3 Tenders declaration form

<Date>

<Name and address of Contracting Authority >

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

### TENDERER'S DECLARATION

Dear Sir/Madam,

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

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

we also confirm that we shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;

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

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

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

Yours faithfully,

<Signature of authorised representative>



## 1.4 e-Course requirements

### Course learning design

The course content and learning must be practical and focused on the development of competencies. Applicable (as opposed to an overwhelming academic/conceptual focus) and important learning concepts within each learning module must be properly illustrated. Illustrations can be provided through:

- Market-Business perspectives: key players/disruptors, new products and services, concepts, technologies, innovative policies, etc., by academics and researchers.
- Debates on key questions/issues, by policymakers, experts, entrepreneurs, etc., as well as citizens, activists, etc., to understand and present different points of view.
- Case studies so that the learner can have an understanding on how these different concepts and issues are dealt with.
- Any other forms of illustrative concepts identified by the provider and in line with current e-learning practices might be included.

### Duration

The total amount of time needed by a learner to complete a Short Online Courses (SOC) should be between 30 minutes to 5 hours and in the case of a MOOC, between 10 to 20 hours. This includes reviewing the course material and content, as well as undertaking any additional activity/assessment/course-work included in the course. The time dedicated to reviewing optional material such as additional articles/videos from other sites/sources should not be taken into consideration, though such additional references may be included if relevant.

### Tutoring

The online courses are self-directed and self-paced. All the Competence Hub e-courses are 100% asynchronous. A learner should be capable of initiating and executing a course autonomously and completing the course without assistance and for free. Though no current Competence Hub e-courses offer tutoring as a premium/revenue-generating service, this is something we would be happy to consider.

Similarly, most of our current e-courses do not include interactive features such as discussion forums or assignments. Nonetheless, if the course or content provider is willing to support such features and take care of such activities, we would be happy to consider it, on a case-by-case basis.

### Diversity in formats and learning methods

Given that not all of us learn in the same way, a variety of formats and activities to help learners will be positively valued. Textual content within an e-course is certainly of importance but other learning formats that are more visual/interactive must also be considered, especially if they allow for faster/better learning, in a way that is adapted to our current, fast-paced and multi-device lifestyles.

For instance, listening to podcasts can be a highly effective/complementary way of learning while doing other non-intellectual activities such as walking the dog, or viewing a video while commuting to/back from home. Different “interactive experiences” (self-assessment quizzes, polls, debate questions/forums, coursework, etc.) should also be included in the learning modules, alongside/between the different videos, so that the learning experience becomes more diverse, engaging, and impactful.

### Content format

The course content should obey the following rules/requirements:

**Text:** accurate, concise, clear and fluent British English. More information about it will be shared in a Best Practices document, once the proposal has been validated.

**Video:** Each video should be fully relevant and provide additional/complementary information to what has already been explained via text. In terms of duration, each video should be between 2 to 5 minutes for the SOCs and between 2 to 10 minutes for the MOOCs. Longer videos should be divided/edited into a series of shorter videos. If it is not possible to divide a video, then it is mandatory to add a summary or key take-aways, so they learner can quickly understand what the video is about.

**Visual support:** It is important to enhance visual content, with keywords, statements pictures or icons connecting concepts, etc. within videos and texts.

**Infographics:** Each infographic should explain a central message, be concise (avoid too much text), and start with a powerful headline. We want our infographics to be visual documents that allow our learners to “scan” the main pieces of information they need to remember. A high-quality downloadable version with Title and EIT UM Academy copyright should be provided to EIT Urban Mobility as part of the course.

**Downloadable documentation:** All downloadable documents created for this course should have the EIT Urban Academy brand on them. The Branding pack will be shared once the proposal has been validated and should be used as a reference. E-courses that do not follow the guidelines of the branding pack will not be considered as fully completed.

### Style and narrative

The way in which the course content is delivered/shared should obey the following rules/requirements:

The content and activities should be linked together by a clear and structured storyline which must also be engaging and pedagogically robust.

**Use active voice:** directly address learners individually and use effective/accurate writing. Avoid academic tone, complex and redundant texts. Learning should be made easy and enjoyable. Encourage learners to engage with the course.

One (or various) content expert should design and be the “face” of the course to the learner. It is important that they are qualified and recognized within the field of expertise of the course, and that they are fluent/articulate enough to deliver the course in English (some exceptions can be made provided most of the course is in English).

Within each course segment/video, we recommend the use of “call to action” strategies, redirecting the learner towards the next learning component/activity.

### Structure and components

The way in which the course is structured and the different components to include in a course, should obey the following rules/requirements:

**Landing page:** All courses should have a landing/presentation page. This page should follow the same structure and content as the other e-courses available on the e-learning platform/LMS. The landing page should provide the participant with all the necessary information (“About the Course”, “Target Audience”, “Course Structure”, etc.). The Project Pack will be shared once the proposal has been validated, and should be used as a reference.

**Teaser video:** A short 2–3-minute teaser video should be provided to make potential learners want to know more- It will be added to the landing page and used in marketing actions. Provocative and engaging content/approaches should be privileged.

**Modules:** Each e-course must be divided into modules (3 to 10 in general), so to form a structured and coherent course programme. Each module can consist of various videos, texts, animations, interactive activities, etc. At the beginning of each module, there should be a short introduction (either video or text; videos preferred) about the outcomes of the module and similarly, at the end of each module, a summary should recap all key conclusions or take aways.

**Evaluations per module:** Each module must have a “Check your learning” section, with at least a quiz (between 3 and 6 questions with a 60% passing score).

**Final course evaluation:** The final module must have (at least) a final global quiz (between 5 to 10 questions for a SOC and 15 questions for a MOOC), with a 60% passing score.

**LMS implementation format:** The e-course can be built and implemented directly in the LMS or can be built via any tool preferred by the provider (E.g.: Articulate, HTML directly, proprietary tools etc) but implemented as standard SCORM 1.2 files opened to be edited, observing the possibilities of the chosen platform. In case the course is built directly on the platform, a SCORM version of each module should be provided. In case the course is implemented in SCORM format, the evaluation activities (such as the quizzes per module, final course quiz, etc) must be implemented directly in the LMS platform, not in the SCORM files.

### Evaluations and quizzes

All the quizzes and all the evaluation activities should also include feedback so the learner can learn from their mistake and/or understand why they got the answer right. This can be achieved, for example by adding a “why is your answer right/wrong” feedback feature once a text/quiz is completed. We want our evaluations to be, in themselves, a learning instrument.

## Content connected and updated

When developing the course content, take into account the current context/scenario related to it, and consider if there are any relevant news that need to be addressed, any other courses or videos that might relate to this course or any other important references that can be made to connect this course to the reality of the topic. In addition, if there are EIT Urban Mobility WebTV videos or other EIT Urban Mobility e-courses that are related to topics addressed in this e-course, they must be correlated/referred.

## Branding and style book

All videos, pages and documents created in the course should follow the EIT Urban Mobility brand guidelines. Our Branding pack will be shared once the proposal has been validated and should be used as a reference. In the pack you will find iconography, logos, intro/end video, and the complete EIT Urban Mobility style book. E-courses that do not follow the guidelines of the branding pack will not be considered as fully completed.

## Feedback survey

A standard survey for collecting the learner's feedback should be made available at the completion of the course, in compliance with the e-learning platform's capabilities and requirements. A standard feedback survey model will be provided by EIT Urban Mobility Academy. This survey will be hosted on EIT Urban Mobility's server so that EIT Urban Mobility can analyse the data generated by all its e-courses at a portfolio level. Changes to the survey template should be avoided unless necessary. You can find an example of the survey in the Project pack templates, that will be shared once the proposal has been validated.

If the e-course's feedback survey cannot be connected to the survey-form hosted on EIT Urban Mobility's server, then a full and direct access to the relevant sections of the e-course/platform where the student/participant data is stored should be granted to the Competence Hub, as well as to the sections relative to the analytics of this data.

## Languages

The language(s) in which the course can be delivered should obey the following rules/requirements:

All text-based information should be delivered in formal British English.

Speakers in videos must be English natives or have a high enough level in English to be able to fully express their thoughts and ideas in a way that is easy to follow and understand. Speakers with a low/insufficient level of English, will either record using a script or will record in their own language. This will be reviewed with the Competence Hub and decided case by case.

All the videos included in the e-courses should be subtitled in English, even if the speaker is a fluent/native English speaker. If this has been agreed upon, specific contents within a video (when doing an interview for example) can be in another language, provided they are subtitled in English. Subtitles must be provided separately to the video files, in .srt format and must comply with the basic subtitling

standards. For more information check the Best practices document, that will be shared once the proposal has been validated.

If the provider and/or the hosting platform allows it, the incorporation of multi-lingual subtitles will be appreciated.

### Accessibility

The e-courses should be accessible enough to pass an official accessibility test. The following requirements should therefore be followed:

Subtitles for all videos: all video content must be accessible to learners who are deaf or suffer hearing impediments. Subtitles must comply with the basic subtitling standards. The use of video transcripts (in addition to subtitles) is also appreciated.

Alternative text for images: ideally (or on most occasions) a text alternative for all visual/graphical elements should be provided.

Images, graphs, sketches, etc.: should be delivered so they can be viewed adequately and should be expandable, so they are accessible for people suffering from visual impediments.

### Participant assessment and certification

The learner assessment and certification process should be detailed in the proposal. The assessment can either take the form of one/various quiz(zes) during each module, or through a final quiz or evaluation activity (to be defined), or a combination of both.

The certificate template for the successful completion of the e-course will be provided by EIT Urban Mobility. The e-learning platform hosting the e-course must be able to deliver it automatically to the learner after they successfully completed the course (and filled the course feedback survey).

### SCORM format

The purpose of the SCORM format is to package all the course material so it is easy to move from one e-learning platform to another. Though only some of our e-courses will be built by using SCORM files and others may be built and delivered without using SCORM files (e.g e-courses on FutureLearn, Coursera, etc.) we require all our e-courses to be also delivered to us in a SCORM format for archiving and re-use purposes.

Version: Our e-courses must be built in SCORM 1.2.

Course structure: One SCORM file per module + evaluation activities outside the SCORM.

Size: The SCORM size must be light to favour weak internet connections.

Videos and documents: Key material has to be included in the SCORM or be referenced from EIT Urban Mobility repositories. For instance, all videos and downloadable files (word, pdf, infographics etc) should be hosted in the EIT Urban Mobility Academy repositories, so to keep the SCORM as light as possible.

Navigation: All e-courses must be multi-device, and therefore, designed for desktops, laptops, tablets and smartphones. By default, a SCORM should be opened in an embed iframe (the same window as the rest of the course). Pagination and scrolling will be discussed case by case.