



EIT KIC URBAN MOBILITY

General Terms and Conditions for Partners

The purpose of these General Terms and Conditions is to regulate the benefits that EIT KIC URBAN MOBILITY, S.L.U. (hereinafter, “**We**”, “**us**” or “**EIT Urban Mobility**”) offers to you when you become a partner (hereinafter, the “**Partner**”).

This General Terms and Conditions were revised last on 16/10/2023 and shall be applicable as from the Subscription Period (as defined in Clause 1.3) starting on 01/01/2024.

1. Scope

1.1 Object

These General Terms and Conditions (these “**Terms**”) govern the benefits granted by EIT Urban Mobility to entities that become partners of EIT Urban Mobility.

Notwithstanding the description of the benefits in Section 2.2 below, the main categories of benefits are the following (all benefits together shall be referred to as the “**Benefits**” or individually as a “**Benefit**”):

- a) Benefits to boost your organization’s network: to connect and collaborate with peers, key stakeholders, policy makers, potential customers and partners.
- b) Benefits to boost your organization's business opportunities: to identify EIT and non-EIT funding opportunities (i.e., calls, setting up consortia) and business connections for your organization.
- c) Benefits to boost your organization's visibility: to actively participate in mobility events and media channels for speaking opportunities, pilot and showcase your solutions to increase the visibility of your organization in the European sustainable mobility area and access to markets.

Some of the Benefits may be subject to specific additional terms and conditions. Should that be the case, EIT Urban Mobility will communicate them to you before you make use of such Benefit. Unless expressly rejected, such specific terms and conditions will be hereby incorporated by this reference into these Terms.

1.2 Eligibility requirements

In order to become a Partner of EIT Urban Mobility, you need to fulfill the following criteria:

- Be a legal entity.
- Support the EIT Urban Mobility vision of accelerating transformation towards sustainable mobility and liveable cities and develop activities in that space.



In order to enjoy the Benefits, you must not be in breach of any contractual obligation towards EIT Urban Mobility.

1.3 Duration

Partners may enjoy and make use of the Benefits during a subscription period of one (1) natural year (“**Subscription Period**”), starting on 1st January.

1.4 Application and accessibility to the Benefits

You may apply to become a Partner of EIT Urban Mobility by filling in the form accessible at <https://joinus.eiturbanmobility.eu/>. By submitting your application, you accept and agree to these Terms.

You will become a Partner as of the moment you pay the fee related to the Partner category you have chosen (“**Annual Fees**”). Annual Fees are listed in [Annex 1](#).

We shall make available and, if requested by you, provide each specific Benefit that you may be entitled to in accordance with the Partner category chosen.

2. The EIT Urban Mobility Partner Categories and related Benefits

2.1. Partner Categories

There are several Partner categories (“**Partner Category**”). Each Partner Category is granted certain Benefits and is related to the payment of an Annual Fee. Annual Fees are listed in [Annex 1](#).

Partner Category 1: Gold

Eligible members:

Any legal entity fulfilling the criteria under Section 1.2 above.

Benefits:

Benefits to boost your organization’s network:

- Access to community updates, EU news, and networking opportunities through monthly partnership meeting, Partners Site, Newsletter, and other means
- Invitations to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners’ Day
- Complementary tickets to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners’ Day included:
 - Full Congress Passes
 - Visitor Passes
- Exclusive benefits at Tomorrow.Mobility World Congress, hosted in co-location with the Smart City Expo World Congress
 - Discount for additional passes
 - Discount for booth space at the exhibition area
 - Invitations to attend Get Together – a networking cocktail event
 - Invitations to EIT Urban Mobility Gala dinner – event for key actors in the mobility world to convene, network, and exchange ideas and experiences
 - Exclusive access to private working areas



- Interview at the EIT Urban Mobility booth, increasing your organization's visibility via EIT Urban Mobility channels
- Priority access to EIT Urban Mobility sponsored events
- Three (3) Affiliated Entities included¹

Benefits to boost your organization's business opportunities:

- Access to a curated list of (EIT and non-EIT) funding opportunities and innovation activities
- Identification of funding opportunities tailored to Gold Partner's needs
- Tailor-made recommendations to match and connect members within our ecosystem
- Expert proposal guidance for open call submissions (i.e.: 3 Project Clinics)
- Opportunities to connect and exchange with innovative start-ups within the industry
- Co-creation on key strategic activities, including thought leadership studies and special interest groups and access to topic selection

Benefits to boost your organization's visibility:

- Exclusive benefits:
 - Opportunities to speak at EIT Urban Mobility hosted and sponsored events
 - Partner solutions showcased on external media channels
 - Priority participation in relevant education programs and trainings

Partner Category 2: Leading Cities

Eligible members:

Partners in the category of Leading Cities must be public entities. Among others, these could be:

- Municipalities and City Councils
- Public transport authorities
- Metropolitan areas
- Regional authorities

Benefits:

Benefits to boost your organization's network:

- Access to community updates, EU news, and networking opportunities through monthly partnership meeting, Partners Site, Newsletter and other means
- Invitations to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners' Day
- Complementary tickets to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners' Day included:
 - Full Congress Passes
 - Visitor Passes

¹ An affiliated entity shall be understood in the sense of Horizon Europe Regulations and the EU Financial Regulation (Article 2 (46) of the Horizon Europe Regulation and 187 (1) of the EU Financial Regulation). It is an entity that has a link with a beneficiary, in particular legal or capital link, which is neither limited to the project nor is established for the sole purpose of its implementation. Associations and Cluster organizations are not eligible for affiliated entities. Partners shall communicate to EIT Urban Mobility - to this mail servicedesk@eiturbanmobility.eu - the list of their Affiliated Entities at the beginning of the Subscription period or at the beginning of a project under which EIT Urban Mobility has awarded a subgrant. The communicated Affiliated Entities may not be changed during the course of the Subscription Period.



- Exclusive benefits at Tomorrow.Mobility World Congress, hosted in co-location with the Smart City Expo World Congress
 - Discount for additional passes
 - Discount for booth space at the exhibition area
 - Invitations to attend Get Together – a networking cocktail event
 - Invitations to EIT Urban Mobility Gala dinner - event for key actors in the mobility world to convene, network, and exchange ideas and experiences
 - Exclusive access to private working areas
 - Interview at EIT Urban Mobility booth, increasing your organization's visibility via EIT Urban Mobility channels
 - Private meetings for cities
- Priority access to EIT Urban Mobility sponsored events
- Member of the City Club, founded for public sector knowledge exchange
- Five (5) Affiliated Entities included²

Benefits to boost your organization's business opportunities:

- Access to a curated list of (EIT and non-EIT) funding opportunities and innovation activities
- Identification of funding opportunities tailored to Leading City partner's needs
- Tailor-made recommendations to match and connect members within our ecosystem
- Expert proposal guidance for open call submissions (i.e. 3 Project Clinics)
- Opportunities to connect and exchange with innovative start-ups within the industry
- Co-creation on key strategic activities, including thought leadership studies and special interest groups

Benefits to boost your organization's visibility:

- Opportunities to speak at EIT Urban Mobility hosted and sponsored events
- Partner solutions showcased on external media channels
- Priority participation in relevant education programs and trainings

Partner Category 3: Silver

Eligible members:

Any legal entity fulfilling the criteria under Section 1.2 above.

Benefits:

Benefits to boost your organization's network:

- Access to community updates, EU news, and networking opportunities through monthly partnership meeting, Partners Site, Newsletter and other means
- Invitations to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners' Day
- Complementary tickets to Tomorrow.Mobility World Congress and EIT Urban Mobility Partners' Day included:
 - Visitor Passes

² See previous footnote on the definition of Affiliated Entity.



- Exclusive benefits at Tomorrow.Mobility World Congress, hosted in co-location with the Smart City Expo World Congress
 - Discount for additional passes
 - Discount for booth space at the exhibition area
 - Invitations to attend Get Together – a networking cocktail event outside of the conference area

Benefits to boost your organization's business opportunities:

- Access to a curated list of (EIT and non-EIT) funding opportunities and innovation activities

Benefits to boost your organization's visibility:

- Exclusive benefits:
 - Partner solutions showcased on EIT Urban Mobility media channels

2.2. Core Partners

Members of the EIT Urban Mobility Association (“**Core Partners**”) may choose one of the Partner Categories to access the additional benefits of EIT Urban Mobility which are listed in point 2.1.

In accordance with the EIT Urban Mobility Association Articles of Association and By-laws, Core Partners have rights over the governance of EIT Urban Mobility:

- Approval and amendment of the Strategic Agenda of EIT Urban Mobility
- Governance involvement³: participation in the governance (e.g.: General Assemblies, Managing Board of the Association, etc.)

Any entity may become a member of the EIT Urban Mobility Association by following the relevant admission procedure.⁴

2.3. Partner Category modification

Upgrades:

The upgrade from Silver to Gold category is possible at any given time. The difference in Annual Fee will be paid pro rata for the remainder of the Subscription Period.

Downgrades and Opt-outs:

You can downgrade or opt-out your Partner Category for the upcoming Subscription Period, by sending an e-mail by 30th of November to the following address: servicedesk@eiturbanmobility.eu.

You can downgrade or opt-out of your membership for the current Subscription Period, by sending an e-mail to the following address: servicedesk@eiturbanmobility.eu; however, no reimbursement of Annual Fees shall apply.

³ Following the Articles of Association and By-laws of the EIT Urban Mobility Association.

⁴ The admission procedure is regulated in the Articles of Association and By-laws of the EIT Urban Mobility Association, and it includes the payment of an entrance fee referred to in [Annex 1](#).



2.4. Third-Party Services

The EIT Urban Mobility Benefits may be integrated with, or may otherwise interact with, third-party applications, websites, and services (“**Third-Party Services**”). Your use of such Third-Party Services may be subject to additional terms, conditions and policies that may be provided to you by the applicable third party. EIT Urban Mobility is not responsible for the products and services provided by such third parties.

2.5. Limitations and Modifications

We use reasonable care and skill to offer you the Benefits. However, our offerings and their availability may be modified or suspended from time to time for extraordinary circumstances, for example:

- The offering of Benefits may experience temporary interruptions due to technical difficulties, maintenance or testing, or updates, including those required to meet changes in relevant laws and regulatory requirements.
- The EIT Urban Mobility has no liability to you, in connection with internet or other service outages or failures that are caused by the actions of government authorities, other third parties or events beyond our control, including but not limited to force majeure events.

3. IP rights

The Benefits and provided content are provided in accordance with the EIT Urban Mobility IP Policy disclosed at: https://www.eiturbanmobility.eu/wp-content/uploads/2021/04/IP-Policy-2021_-EIT-UM-branded_FINAL.pdf.

4. Privacy and data protection policy

We recognize the importance of protecting the information collected in the operation of EIT Urban Mobility Benefits and shall act in compliance with our Privacy Policy posted at <https://www.eiturbanmobility.eu/privacy-policy/>.

5. Payments and cancellation

5.1. Applicable Fees and Invoicing

Becoming a Partner of EIT Urban Mobility and enjoying the benefits of each Partner Category is subject to an annual partner fee that depends on the Partner Category chosen (as defined above, “Annual Fee”). Annual Fees are listed in [Annex 1](#).

Annual Fees will be invoiced during the first quarter of the relevant year and shall be paid to us within thirty (30) days from the issuance date of the relevant invoice.

In the event the Partner applies for a Partner Category after the 1st of July, the applicable Fee will be reduced pro rata for the remainder of the Subscription Period. The Fee will be invoiced in the subsequent quarter after you selected your Partner Category and shall be paid to us within thirty (30) days from the issuance date of relevant invoice.



In the event the Partner applies for a Partner Category after the 1st of October, fees for the remainder of such Subscription Period shall not apply. However, the Partner shall be bound to pay the Annual Fee for the following Subscription Period.

5.2. Fees and tax changes

Annual Fees may change on an annual basis; price changes for the upcoming subscription period will be communicated to you by the latest on the 30th of October. Partners will be granted the right to downgrade or opt-out by the latest the 30th of November.

Tax rates are based on the rates applicable at the time of your annual charge. These amounts can change over time with local tax requirements in your country, state, territory or even city. Any change in tax rate will be automatically applied based on the information you provide.

5.3. Renewal and Cancellation

Your membership as a Partner and the subsequent subscription to the Benefits shall be automatically renewed at the end of the applicable Subscription Period and for the same Partner Category, unless you cancel your subscription before 30th of November by informing of your decision by email to servicedesk@eiturbanmobility.eu.

5.4. Compensation of amounts

In case of any debt or pending payment between you and us, you expressly accept that we can offset such debts (e.g.: payment of the Fees) against other payments that are due to you.

6. Customer Support, Information, Questions and Complaints

6.1. Customer Support, Information, Questions, Complaint

If you have any questions, complaints, or request further information concerning the Benefits or these Terms (including any additional EIT Urban Mobility terms and conditions incorporated herein), please contact the EIT Urban Mobility Service Desk by addressing an email to servicedesk@eiturbanmobility.eu.

7. Problems and Disputes

7.1. Suspending and terminating the EIT Urban Mobility Services

Sections 7 (Problems and Disputes) and 9 (About These Terms) herein, as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms, shall remain in effect after termination of these Terms.

We may early terminate these Terms (including any additional terms and conditions incorporated herein) or suspend your access to the Benefits at any time if we reasonably believe you have breached any of these Terms or any other obligation you have with EIT Urban Mobility, if we temporarily or permanently stop providing the Benefits (as mentioned in Section 2.5) or any material component thereof on reasonable notice to you, or as we believe necessary to comply with applicable law.

7.2. Warranty disclaimers



We will offer the Benefits using reasonable care and skill and in accordance with any specification as provided by us. However, subject to that, Benefits are offered on an "as is" and "as available" basis without any specific service results or warranties of any kind, whether express, implied, or statutory.

Neither we or you shall be responsible to any other party for any indirect or consequential loss or similar damage such as, but not limited to, lost goodwill, economic loss or turnover of profit, loss of revenue or loss of contracts or other economic loss, provided such damage was not caused by a willful act or gross negligence.

Further, neither we or any other owner of the content respond nor grant warranties regarding the content, including warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement, unless willful act or gross negligence.

Neither we nor any other owner of content warrants that the Benefits or content is free of malware or other harmful components. In addition, we make no representation regarding, nor warrant or assume any responsibility for, any third-party applications (or the content thereof), user content, devices or any product or service advertised, promoted or offered by a third party on or through the Benefits or any hyperlinked website, and we are not responsible for any transactions between you and any third-party providers of the foregoing. No advice or information whether oral or in writing obtained by you from us shall create any warranty on behalf of us. While using the Benefits, you may have access to explicit content filtering features, but use of these features may still result in some explicit content being served and you should not rely on such features to filter all explicit content. This section applies to the fullest extent permitted by applicable law.

7.3. Limitation of Liability

Subject to applicable law, you agree that your sole and exclusive remedy for any problems or dissatisfaction with the Benefits is to first bring your concern in accordance with Section 6. We shall do our best efforts to facilitate a solution. If the solution does not satisfy you, you will be entitled to stop using such specific Benefit.

You agree that we have no obligation or liability arising from or related to third-party applications or the content thereof made available through or in connection with the Benefits, and while your relationship with such third-party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, as with respect to us, for any problems or dissatisfaction with any third-party applications or the content thereof, is to uninstall or stop using such third-party applications.

In no event will EIT Urban Mobility, its officers, employees, directors, subsidiaries, affiliates, suppliers, or licensors be liable for (1) any indirect, special, incidental, punitive, exemplary, or consequential damages; or (2) any loss of use, data, business, or profits (whether direct or indirect), in all cases arising out of the use of or inability to use the Benefits, devices, third-party applications, or third-party application content.

For clarification, these Terms do not limit EIT Urban Mobility's liability for fraud, fraudulent misrepresentation, to the extent that applicable law would prohibit such a limitation and for any other liability that, by applicable law, may not be limited or excluded. In such cases, any claim arising under these Terms must be commenced within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period.

8. Governing Law



8.1. Governing Law and Jurisdiction

This Terms and any dispute or claim arising out of or in connection with these or its subject matter or formation shall be governed by and construed in accordance with the laws of Spain.

You agree to exclusively submit any dispute or claim to the Courts of the City of Barcelona.

9. About these Terms

Under applicable law, you may have certain rights that cannot be limited or withdrawn by a contract. These Terms are in no way intended to restrict those rights.

9.1. Changes

We may make changes to these Terms (including those foreseen in Section 5.2) from time to time by notifying you of such changes by any reasonable means and before they take effect, including by posting a revised version of the Terms on our website (provided that, for material changes, we will supplement such notice by email, an in-service pop-up message, or other means). Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms, or other EIT Urban Mobility terms and conditions, incorporating such changes, or otherwise notified you of such changes. Your use of the EIT Urban Mobility Services following any changes to these Terms will constitute your acceptance of such changes. If you do not wish to continue using the EIT Urban Mobility Benefits under the updated Terms, you may terminate your subscription by contacting us and ceasing the use of the EIT Urban Mobility Benefits before the earliest of the following dates: (i) 30th of November or (ii) 30 days after communication of the revised version of the Terms. Should the earliest of such dates be 30 days after communication of the revised version of the Terms, EIT Urban Mobility will reimburse the Annual Fee on a pro rata basis for the remainder of the Subscription Period.

The effective date set forth at the top of this document indicates when these Terms were last changed.

9.2. Severability and Waiver

Unless as otherwise stated in these Terms, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, the remaining provisions of these Terms will not be affected, and the application of that provision shall be enforced to the extent permitted by law.

Any failure by EIT Urban Mobility or any third-party beneficiary to enforce these Terms or any provision thereof shall not waive EIT Urban Mobility's or the applicable third-party beneficiary's right to do so.

9.3. Assignment and affiliated entities

You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.



Annex 1

Annual Fees for Partners

Type of Organisation	Gold	Leading Cities	Silver
Industry, Universities, RTO's*, others	30.000 EUR	n.a.***	10.000 EUR
Small, Micro Enterprises**, NGO's	30.000 EUR	n.a.	5.000 EUR
Cities > 300,000 inhabitants	n.a.	10.000 EUR	n.a.
Cities < 300,000 inhabitants	n.a.	5.000 EUR	n.a.

*RTO: Research and Technology Organisations

** Small and micro enterprises (SME) according to EC definition: Head count \leq 50, turnover or balance sheet total \leq 10M EUR

*** not applicable

Partners can also become members of the [EIT Urban Mobility Association](#) by following the relevant admission procedure and pay the one-time entrance partnership fee (€50,000.00⁵).

⁵ This entrance partnership fee amount is displayed here as a reference; the exact valid amount is the one determined by the EIT Urban Mobility Association General Assembly.