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Request for Proposals

EIT Community Officer of the EIT Community Hub in Bulgaria

EIT Urban Mobility - Mobility for more liveable urban spaces

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

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1. Overview

EIT Urban Mobility S.L.U. (hereinafter referred as EIT UM) is pleased to announce this Request for Proposals (RfP) aimed at identifying a qualified supplier (hereinafter referred as “provider” or “supplier”) to carry out the EIT Community Officer role(s) in Bulgaria. This RfP is issued on behalf of the EIT Community SRI Cluster, a collaboration between all nine EIT Knowledge and Innovation Communities (KICs), with the possibility of changes in participating KICs over time.

The selected provider will act as the central operational and coordination point for EIT Community activities in Bulgaria, strengthening the visibility and impact of the EIT Community at local, regional, and national levels. The EIT Community Officer(s) (ECOs) will be responsible for implementing joint activities, engaging diverse stakeholder groups, and fostering synergies between the EIT KICs to maximise community outreach and innovation uptake, acting as the one-stop shop for EIT Community activities in Bulgaria.

This RfP covers the period starting on November 1st 2025 until December 31st 2027. Pending evaluation and funding availability, it may be extended for an additional period of 12 months (2028).

Applicants’ proposed experts should demonstrate proven experience in innovation ecosystem engagement, project coordination, and stakeholder mobilisation, particularly in the Bulgarian context. The successful applicant is expected to propose a dynamic, collaborative, and impact-oriented activity plan that leverages the strengths of all KICs, and of the EIT Community while remaining responsive to local innovation needs.

With regards to the eligibility requirements, applicants must have physical presence in Bulgaria as a legally registered entity within the country.

The KICs that actively take part in the EIT Community are:

- Climate-KIC: Working to accelerate the transition to a zero-carbon economy;
- EIT Digital: Driving Europe’s digital transformation;
- InnoEnergy: Achieving a sustainable energy future for Europe;
- EIT Food: Leading a global revolution in food innovation and production;
- EIT Health: Giving EU citizens greater opportunities to enjoy a healthy life;
- EIT Manufacturing: Strengthening and increasing the competitiveness of Europe’s manufacturing industry;
- EIT RawMaterials: Developing raw materials into a major strength for Europe;
- EIT Urban Mobility: Smart, green and integrated transport;
- EIT Culture and Creativity: Creatives without borders, innovation without limits.

In this context, on behalf of the EIT Community SRI Cluster, EIT KIC Urban Mobility S.L. is aiming to conclude one contract for the entire period stated above, with the possibility of a 1 year extension. The specifications of the present RfP will become an integral part of the contract. Non-compliance during the implementation phase may lead to early termination by EIT UM.

2. General Objectives and Scope of Work

2.1 General objectives

By the present procurement procedure, EIT Urban Mobility, hereinafter being referred to as “EIT UM”, on behalf of the EIT Community SRI Cluster is seeking professional support for the coordination and implementation of the EIT Community Hub activities in Bulgaria, by appointing a qualified supplier to fulfil the role(s) of the EIT Community Officer(s) (hereinafter being referred to as “ECO”). This document, along with its annexes, constitute a Request for Proposal (RFP) issued by EIT Urban Mobility for a potential procurement of services in the field of innovation ecosystem engagement, stakeholder mobilisation and support for the EIT Community Hub in Bulgaria.

Applicants **must** be a legally registered entity or a consortium of legal entities, with a physical presence in Bulgaria. Proposals submitted by natural persons will **not** be accepted. Each applicant must provide evidence of official registration (e.g. company registration certificate, NGO license, or equivalent documentation demonstrating legal status in Bulgaria).

Applicants must meet the following eligibility conditions:

- Single Legal Entity: If the applicant is applying as a single entity, it must be registered in Bulgaria and must operate as a recognized legal entity.
- Consortium: Proposals may alternatively be submitted by a consortium of legal entities. In such cases, one legal entity must be designated as the lead coordinator and contracting party, and all consortium entities must be registered in Bulgaria. A consortium agreement outlining roles and responsibilities must be submitted with the application.
- Physical Presence: All the applicants should have a physical presence in Bulgaria. If the applicant is a consortium, the different entities that are part of the application should have physical presence in Bulgaria as well, such as a registered office or permanent operational base.

Please note that proposals submitted by individuals (natural persons) are **not eligible**. Moreover, only one proposal per applicant (individual entity or consortium) is allowed. Submitting multiple proposals under different consortium configurations may result in disqualification.

The candidates have to propose one or two potential EIT Community Officer(s) (proposed experts), who will be assessed and take part in the selection process, including the interview phase. If the candidate is awarded, the entity will have to nominate that same proposed expert(s) as ECO(s).

2.2 Detailed scope of work

The overall objective of this Request for Proposals (RfP) is to identify a qualified supplier (individual legal entity or consortium) to act as the **EIT Community Officer (ECO)** in **Bulgaria**, serving as the operational and coordination focal point for EIT Community activities at the national, regional, and local levels.

The selected supplier will:

- Enhance the visibility and impact of the EIT Community in Bulgaria.
- Facilitate stakeholder engagement, foster collaboration among EIT Knowledge and Innovation Communities (KICs), and support innovation uptake.
- Act as the single contact point for EIT Community activities, offering tailored support to local stakeholders and facilitating access to EIT opportunities.
- Implement a coordinated set of actions aligned with the EIT RIS Implementation Framework and the EIT Community Officer Performance Monitoring and Evaluation Guidelines.

The contract will cover the period 1st November 2025 to 31st December 2027, with a possible 12-month extension in 2028 subject to performance and funding availability.

The appointed ECO will be responsible for implementing activities across the following four work packages, as defined in this RfP:

Work Package 0: Administration and Coordination

- Set up and maintain a branded physical presence in Bulgaria.
- Establish and maintain coordination mechanisms among EIT Community Hub members.
- Contribute to strategic alignment with national authorities, innovation stakeholders, and other EU-supported networks.
- Collect and share intelligence about the local innovation ecosystem, including needs, opportunities, and challenges.
- Coordinate local EIT Community branding, internal communication, and information exchange.

Work Package 1: Local Community Development

- Serve as the primary entry point for local stakeholders interested in EIT activities.

Support applications to RI&I (Regional Innovations and Internationalisation) Cluster and individual KIC calls in innovation, education, and business creation.

- Implement outreach and communication activities.

- Engage local intermediaries such as universities, incubators, or innovation agencies.

Work Package 2: Business Development for Financial Sustainability

- Generate leads to support the financial sustainability of both the RI&I Cluster and individual KICs.
- Identify opportunities for KIC partnership memberships, funding, and service sales.
- Facilitate investment and funding access for KIC-supported startups and scaleups.

Work Package 3: External Fundraising

- Identify and propose joint projects involving EIT KICs and national/regional authorities, aligned with RIS3 priorities.
- Scout and support co-funding opportunities through EU, national, or regional programmes such as ESIF (European Structural and Investment Fund) and IPA (Instrument for Pre-Accession).
- Support the implementation of collaborative, cross-KIC initiatives to amplify local impact.

2.3. Location, timing, planning and reporting.

The intended start date is, at the latest, 01/11/2025 and is expected to last, at the latest, until 31/12/2028.

Location

The provider must have a **physical presence in Bulgaria**, either through a registered office or permanent operational base. This applies to all entities in the case of a consortium.

Timing

- Contract #1: 1st November 2025 to 31st December 2025
- Contract #2: 1st January 2026 to 31st December 2027 subject to performance evaluation and budget availability.
- Optional extension of Contract #2: 1st January 2028 to 31st December 2028, subject to performance evaluation and budget availability.

Please note that EIT UM reserves the right not to sign Contract #2 until its budget for BP2026-2027 is confirmed (estimated before 1 January 2026). If the budget is not confirmed, the contract will not enter into force.

Planning

The proposal must include a detailed **Activity Plan** covering

- The months of November – December 2025

- The months of January 2026 – December 2026), aligned with the performance framework (Annex 5).

Annual activities should be planned and reported using a predefined template (Annex 4).

Reporting

- The contractor is required to submit:
 - **Yearly Activity Plans**
 - **Quarterly review reports**
 - **Monthly briefings**
- Additionally, all KPIs and deliverables must be tracked and reported as specified in the Performance Monitoring Guidelines (annex 5).

Payment terms

Available maximum fund for the requested services is 140,406.00 € (VAT excluded).

2025 = 9,000.00 € (VAT excluded).

2026 – 2027 (subject to budget confirmation) = 87,604.00 € (VAT excluded).

2028 (Optional) = 43,802.00 € (VAT excluded).

Please note that EIT UM reserves the right not to sign Contract #2 until its budget for 2026-2027 is confirmed (estimated before 1 January 2026). If the budget is not confirmed, the contract will not enter into force.

In Payment shall be made upon the acceptance of the deliverables completed, as specified below:

For the period from 1st November 2025 to 31st December 2025, the available maximum budget is 9,000 € (VAT excluded) and it will be paid in a single payment after the contract signature.

1. Total payment 2025: 100% of the 9,000 € for 2025, as specified in the signed contract.

For the year 2026 (depending on budget availability), the estimated maximum budget is 43,802 € (VAT excluded) and it will be paid as follows:

2. Advance Payment 2026: 60% of the contracted amount for 2026.
3. Final payment 2026: 40% of the contracted amount for 2026, disbursed upon successful completion of the year's activities and approval of all deliverables.

For the year 2027 (depending on budget availability), the estimated maximum budget is 43,802 € (VAT excluded) and it will be paid as follows:

4. Advance payment 2027: 60% of the contacted amount for 2027.
5. Final payment 2027: 40% of the contracted amount for 2027, disbursed upon successful completion of the year's activities and approval of all deliverables.

For the year 2028, there is an option of a contract extension of 1 year, provided a positive performance evaluation of the contract activities, KPIs has been issued by EIT Urban Mobility, and the funds of the contract have been consumed. In such case, an additional 43,802€ (VAT excluded) would be allocated to perform the activities.

On a yearly basis, a reduction of up to 1,000€ in payments will be applied for each KPI strand unit not achieved in the proposed plan.

For the years 2026, 2027, and 2028, the annual funding allocations have not yet been formally approved at the time of publication of this Request for Proposals. When submitting the financial offer, applicants should consider a maximum indicative budget of approximately EUR 140,406.00 (VAT excluded).

The final contractual amounts for future years (2026, 2027 and 2028) will be confirmed once the corresponding annual budgets are approved by the EIT. These amounts, or those of the financial offer (whichever is lower) will be reflected in the contract, in accordance with the terms and conditions agreed upon at contract signature. All payments are subject to:

- Receipt and validation of the required financial and activity reports (not applicable to the first payment).
- Fulfilment of contractual obligations;
- Availability of funds as determined by the EIT Community and relevant budget holders.

EIT Urban Mobility shall make the payment within 30 days from receipt of the invoice acceptance.

The payment of all related taxes (except VAT) and other costs (social contributions, and similar obligatory costs) is the responsibility of the applicant. Delayed or missing payments of the above obligations cannot be accepted by EIT Urban Mobility and will lead to the termination of the contract.

2.4 Methodology of work

The supplier must adopt a collaborative, impact-oriented methodology that:

- Leverages the strengths of all EIT KICs.
- Responds effectively to local innovation needs.
- Aligns with the **EIT RIS Implementation Framework (2025–2027)** and the **EIT Community Officer Performance Monitoring and Evaluation Guidelines**.
- Incorporates cross-cutting coordination, outreach, stakeholder engagement, and knowledge sharing.
- Ensures active collaboration with the broader EIT Community Officer network and participation in joint initiatives.

2.5 Deliverables

The expected deliverables include, but are not limited to:

- **Administrative Deliverables:**

- Branded physical office setup.
- Memorandum of Understanding signed by all local EIT Community Hub members.
- Participation in monthly and annual ECO coordination meetings.
- Activity plans, reports, and internal updates.
- **Operational Deliverables:**
 - Supported applications and participants referred to the calls.
 - Generated leads contributing to the financial sustainability of KICs and the Cluster.
 - External funding secured for additional EIT Community Hub activities.
 - Event organisation, stakeholder engagement metrics, and communication analytics.
- **Communication Deliverables:**
 - Country webpage (in local language and English), with regular updates.
 - Management of social media channels.
 - Regular posts and engagement statistics.
 - Press releases, testimonials, and media mentions (optional).

Each deliverable is tied to **quantitative KPIs**, as outlined in Annex 5, with minimum annual thresholds for each work package strand.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Request for Proposals publication	26 th August 2025
Date for submitting requests for additional information	5 th September 2025
Deadline for submitting proposal	11 th September, 2025
Interviews to potential supplier	17 th to 19 th September, 2025 ¹
Intended date of notification of award	25 th September, 2025
Stand still period	5 days
Intended date of contract signature	1 st October, 2025
Intended start date of the contract implementation	1 st November, 2025

3.2. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 11th September 2025, 16:00 hrs Central European Time**, considering the following details:

Subject: Proposal EIT Community Officer Bulgaria

E-mail: procurement@eiturbanmobility.eu

Contact name: Mr. Lluís Puerto (RIS Director) and Mr. Josep Marí (RIS Officer) at EIT URBAN MOBILITY.

The proposal shall contain:

1. Evidence of official registration in Bulgaria (e.g. company registration certificate, NGO license, or equivalent documentation demonstrating legal status in Bulgaria). Optionally, the European Commission template could be used, accessible through the following URL:

¹ Slots will be assigned on a first-come, first-served basis once candidates have been notified.

- https://commission.europa.eu/publications/business-partners-legal-entities-and-bank-accounts_en.
2. Annex 2 correctly filled in, with the financial offer (EUR 140,406 or less) and the technical offer, including the name of the proposed expert(s)
 3. Annex 6 correctly filled in, including as attachments the documents that would prove the numbers stated in the checklist.
 4. The Activity Plan for the period 1st November 2025 to 31st December 2026 (1 year and 2 months) based on the template in Annex 4.
 5. Annex 3 correctly filled in.

The email including the proposal from the bidder should be sent and delivered by 11th September 2025, 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 counterproposals, 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.

3.3. 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 2 and 3) together with supporting documents evidencing the legal name of the Tenderer and its physical presence in the country (copy of the official documents showing the name of legal person, the address of its head office, and the registration number given to it by the national authorities if applicable);
- Annex 4: Activity plan covering the first 14 months of work (from 1st November 2025 to 31st December 2026).
- Annex 6 correctly filled in.
- An administrative part including all the information and documents required by the EIT Urban Mobility for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT Urban Mobility is not obliged to accept any amendment requests, proposed modifications nor contract templates.

3.4. Validity of the proposal

Tenderers are bound by their proposal 60 days after the deadline for submitting the proposal or until they have been notified of non-award, whichever period is longer.

The winners must maintain its proposal for a further 60 days to close the contract.

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

3.5. Additional information before the deadline for submitting proposals

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

Subject: Additional information EIT Community Officer Bulgaria

E-mail: procurement@eiturbanmobility.eu

Contact name: Mr. Lluís Puerto (RIS Director) and Mr. Josep Marí (RIS Officer) at EIT URBAN MOBILITY.

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

3.6. 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.

3.7. 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.

3.8. 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.

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 its 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

EIT Urban Mobility will award a 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 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 following assessment rating:

DESCRIPTION	SCORE
Proposed expert(s) previous experience	Max. 41 points
<p>1. Proven experience of previous (up to 5 years) or current European Union funded projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert(s).</p> <p>The candidate will need to justify the previous experience in EU projects of the proposed expert(s) in the technical proposal (see annex 2 and 6) by providing at least:</p> <ul style="list-style-type: none"> - Title and scope of the EU project/tender. - Description of the EU Project/tender - Involvement/role of the proposed expert(s) in the EU Project/tender. - Website link to the project or public tender decision (if available). <p>Based on this evidence, the tender will be scored as follows:</p> <ul style="list-style-type: none"> ➤ 3 EU funded or more projects/public tenders: 15 points ➤ 2 EU funded projects/public tenders: 10 points ➤ 1 EU funded project/public tender: 5 points ➤ 0 EU funded projects/public tenders: 0 points <p>For each EU project/public tender, we will award extra 2 points if it's related with</p> <ul style="list-style-type: none"> ➤ Business creation ➤ Innovation ➤ Education. 	21 points
<p>2. Proven experience of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert(s) as speaker or moderator.</p> <p>The candidate will need to justify the previous events organised by the proposed expert(s) by providing at least:</p> <ul style="list-style-type: none"> - Title of the event - Topic of the event - Place and date of the event - Link to the agenda of the event - Role of the supplier and the proposed expert in the project/services provided. 	15 points

<p>Based on this evidence, the tender will be scored as follows:</p> <ul style="list-style-type: none"> ➤ 3 or more events: 15 points ➤ 2 events: 10 points ➤ 1 event: 5 points ➤ 0 events: 0 points 	
<p>3. Proven experience managing an EIT RIS Hub (or equivalent innovation body) in Bulgaria with involvement of the proposed expert(s).</p> <p>The candidate will need to justify the previous or current experience managing an EIT RIS Hub in Bulgaria of the proposed expert(s) by providing at least:</p> <ul style="list-style-type: none"> - Name of the EIT KIC (or equivalent innovation body) that was represented. - Years of operation. - Link (if online) or any other proof of the award, like a reference letter from the KIC. - Involvement/role of the proposed expert(s) in the representation. <p>Based on this evidence, the tender will be scored as follows:</p> <ul style="list-style-type: none"> ➤ Previous experience documented: 5 points ➤ No previous experience documented: 0 points 	5 points
Activity plan and interview phase	Max 59 points
<p>4. For all the Key Performance Indicators (KPI's) outlined in the Performance Monitoring and Evaluation Guidelines (Annex 5), indicate the number of strands addressed in the Activity Plan, as specified in Section 3.2:</p> <ul style="list-style-type: none"> ➤ More than 10 strands: 10 points ➤ 6 to 10 strands: 5 points ➤ 5 or less strands: 0 points 	10 points
<p>5. Number of optional activities included in the activity plan, based on the Guide (annex 5):</p> <ul style="list-style-type: none"> ➤ 19 or more optional activities: 9 points ➤ 10 - 18 optional activities: 6 points ➤ 1 - 9 optional activities: 3 points ➤ 0 optional activities chosen: 0 points 	9 points



6. Feasibility of the tenderer 's activity plan, overall methodology and scope of work.	10 points
7. Content of the activity plan, detailed description, attention to details of the submitted proposal. Quality of the offer and organization of the proposed expert(s)' services and resources.	10 points
8. Proposed expert identified the main gaps/challenges in the local innovation ecosystem and prioritised them accordingly Number of gaps identified and prioritised: ➤ 5 gaps/challenges: 10 points ➤ 4 gaps/challenges: 8 points ➤ 3 gaps/challenges: 6 points ➤ 2 gaps/challenges : 4 points ➤ 1 gap/challenge: 2 points	10 points
9. How easily and clearly can the proposed expert express themselves in English.	5 points
10. To what extent is the proposed expert able to understand and take part in innovation and work-related communications.	5 points

Points 6, 7, 9 and 10 of the evaluation criteria will be evaluated using a comparative ranking system, where proposals are assessed and ranked in order of merit by the evaluation committee. Points are then assigned based on the ranking, using one of the following two scales, depending on the maximum score allocated to the criterion:

	If the criterion has a maximum score of 10 points:	If the criterion has a maximum score of 5 points
Best candidate:	10 points	5 points
2 nd best candidate	7 points	4 points
3 rd best candidate	4 points	3 points
4 th best candidate	1 point	1 point
5 th best candidate and below	0 points	0 points

In both cases, only the top four proposals receive points; all others receive zero. This method ensures a relative scoring approach that rewards the strongest proposals per criterion.

The other criterion (1, 2, 3, 4, 5 and 8) does not need to follow the previous rational. Evaluators can therefore give to the different proposed experts the points that they consider for each criterion.

The applicable award criteria will be weighted as follows:

- A. Technical content: 85%
- B. Financial offer: 15%

Aggregate evaluation and scoring:

- A. Technical content (maximum weighted score: 85%)

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: 15%)

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 will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on a 85%/15% basis, i.e.

Total technical score: max. 100 (weight: 85%)

Total financial score: max. 100 (weight: 15%)

The financial offer must be presented in EUR. Prices must be indicated as gross amount, excluding VAT.

The lowest offered price shall receive the highest score (100), others shall be calculated in relation to that in linear equation.

Total score: max. 100 (total technical score x 0,85 + total financial score x 0,15)

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

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

4.4. Signature of contract(s)

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

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

Within 3 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

4.5. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify the tenderers of the cancellation. In no event shall EIT Urban Mobility be liable for any damages whatsoever including, without limitation,

damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Urban Mobility has been advised of the possibility of damages.

4.6. Appeals / Complains

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

4.7. Ethics clauses / Corruptive practices

EIT Urban Mobility reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors, irregularities, or fraud are discovered after the award of the Contract, EIT Urban Mobility may refrain from concluding the Contract.

The suppliers shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). He should inform EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

Up to two proposed experts will be appointed for the full duration of the services as the EIT Community Officer, and the appointed expert(s) should fulfil the eligibility requirements listed under point 3.5. With reference to expert replacement for the ECO position initiated by the sub-contractor, the newly proposed expert must also fulfil the eligibility criteria under point 3.5 of the relevant pre-qualification notice. Approval of the replacement request on the EIT Community Officer is the exclusive right of the Contracting Authority upon receiving the opinion of the Steering Committee of the SRI cluster.

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.

Annex 1.1 Service Agreement for 2025

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 Pamplona 104, 08018, Barcelona, Spain, with VAT number B67513630, legally represented herein by Francisco Ibáñez, acting as CFO of the company (hereinafter referred to as “EIT UM”) and

[.] a private limited company, having its registered office and place of business at [.] with company registration number [.] and VAT number [.] legally represented herein by [.] acting as legal representative (hereinafter referred to as the “Supplier”).

Hereinafter jointly referred to as the “Parties” or individually as a “Party”.

WHEREAS:

- I. EIT UM is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, bringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.
- II. EIT UM has launched a tender for the provision of [...] (the “Tender”).
- III. Supplier is a company specialized in the field of the Tender.
- IV. Supplier has been awarded the Tender and therefore Supplier is willing and able to provide the services specified in Annex 1 to EIT UM (the “Services”) under the terms and conditions set forth in this Agreement).

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Structure of the Agreement and precedence

1. This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement, as well as the Tender.

2. The body contains standard general provisions applicable to all Services purchased by EIT UM from Supplier under this Agreement.

3. 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.

4. 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.

2. Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

1. 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.

2. 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.

3. Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

1. 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.

2. 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.

3. 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.

4. 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.

5. 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 EIT UM. 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.

6. 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 10.1 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.

7. 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.

8. 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.

9. 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.

10. 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:

4. Compensation, invoicing and payment, expenses

1. Supplier is entitled to charge, in respect of Supplier's Services as described under Annex 1, the compensation specified in Annex 1 per Service.

2. Supplier may only charge the amounts under Article 4.1 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

3. Further, Supplier may only charge the amounts under Article 4.1 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

4. 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:
 - i. the price per piece or unit, excluding VAT
 - ii. any reductions that are not included in the price
 - iii. the VAT tariff that has been applied
 - iv. the cost (the price excluding VAT)
 - v. in case of advance payment: the date of payment, if this is different from the invoice date
 - vi. the amount of VAT

5. By deviation to Article 4.2, Supplier may charge the amounts under Article 4.1, at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Article 4.3 shall apply to each regular invoice.

6. The payment term applying to Supplier invoices fulfilling the requirements of this Article 4: is fixed in Annex 1.

7. 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 10.1 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

8. 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.

9. If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.

10. 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.

5. Taxes, other contributions, no employment agreement and related indemnification

1. All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (“Taxes”).

2. 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.

3. In addition to Articles 5.1 and 5.2, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called “**Contributions**”).

4. 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.

5. 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.

6. Intellectual property, ownership and licensing, IP infringement indemnification

1. “**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.

2. 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.

3. In addition to Article 6.1, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT UM.

4. By exception to Article 6.1, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier (“**Background IP**”).

5. 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.

6. 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.

7. Unless expressly specified otherwise in Annex 1,

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7. Confidentiality, documents

1. "**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.

2. During the period beginning on the Effective Date (as specified in Annex 1) 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.

3. Supplier's obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to Supplier, 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 EIT UM the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

4. 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.

5. EIT UM shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

6. 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.

8. Personal data

1. 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**”).

2. Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:
 - a. comply with all privacy and data protection law and regulations applicable to its Services;
 - b. 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;
 - c. maintain the security, confidentiality, integrity and availability of the Personal Data;
 - d. 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
 - e. promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

Without prejudice to the above, where Supplier in the performance of the Agreement processes Personal Data, the Parties also execute the data processing agreement attached as Annex 2.

3. 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 Article 8.

4. 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.

5. 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 Article 8.

9. Liability, indemnification, insurance

1. 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.

2. 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.

3. 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.

4. Subject to Article 9.3, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

5. Subject always to Article 9.3, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

10. Suspension, termination of the Agreement

1. 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”).

2. 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;
 - vii. 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).
4. 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.
5. 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 4: 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.

11. Safeguarding of EU's financial interest and conflict of interest

1. 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.
2. 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 Supplier 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.

12. Miscellaneous

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the city 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 12.12 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

12. If so chosen by EIT UM in accordance with Article 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (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 12.10.

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

Drawn up on [DATE]

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

CFO

[company name]

[name of representative]

[position of representative]

Annex 1 to the Services Agreement for 2025

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:

1. Description and timing of the Services subject to the procurement procedure (as per Article 3.1 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 6.2 of the Agreement) covered by the Agreement:
 - Task 1
 - Task 2

2. Price of the Services (as per Article 4: of the Agreement):

Services	Price
[Subject of the services]	[(Unit) price of the services]

3. Charging the compensation to EIT UM (as per Article 4 of the Agreement)
Supplier may charge the amounts of the Agreement at the end of the following period:

Payment 1 – [description]	[date]
Payment 2 - [description]	[date]
Payment 3 - [description]	[date]

4. Payment term applying to Supplier invoices (as per Article 4 of the Agreement):

Payment term (expressed in calendar days)	30 days
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5. Term of the Agreement (as per Article 10 of the Agreement):
In application of Article 10.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the agreement)	Termination Date (i.e. date on which the last service is expected to be delivered and paid)
[Starting date of the contract]	[End date of the contract]

Annex 2 to the Services Agreement for 2025

Data Processing Agreement

- 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 5th 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 “**Agreement**”)
- IV. In the course of providing the services, the Supplier as “**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. The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the Data 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, in order to be able to fulfill with the Agreement obligations. In no case the Data Processor may use the data to its own purposes.

2. Processing of EIT UM’s Personal Data

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

2. The Data Processor shall:

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

2. Not process EIT UM’s Personal Data other than on the relevant EIT UM’s documented instructions and only for the purpose of providing the services under the Agreement. If the Data Processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the Data Processor shall immediately inform EIT UM.

3. In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UM, the Data Processor shall comply with the GDPR in the collection of any such data, including collecting the data subjects express consent, where applicable and if so instructed by EIT UM. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.

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**.

5. If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT UM 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.

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 EIT UM's instructions. In this case, 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**

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

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

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 Data 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.
2. In assessing the appropriate level of security, Data Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.
3. In any case, the Data 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

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 Data Processor's services.
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.
3. The subcontractor, who will also be a processor, shall be obliged to comply with the Data Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Data 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 Data 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 Data Processor will remain fully liable to the EIT UM.

6. Data Subject Rights

1. Taking into account the nature of the processing, the Data 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).

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

1. The Data 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.

2. The Data 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.

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

1. The Data 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

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.

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.

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

1. The Data 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

1. The Data 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

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.

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 Agreement.

Exhibit A

1. Description of Personal Data processing

1. The Data Processor is enabled to process on behalf of EIT UM, the Personal Data necessary to provide the services **described in clause 1.3 of the Agreement.**

2. The processing will consist of:

The processing of personal data by the Data Processor under the scope of this Agreement may take place when XXXXXXXX

3. Specification of the processing to be carried out: *(Please mark with a cross where applicable)*

- 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 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, surname, etc.)

- Image
- voice
- nationality
- name
- surname
- job title

3. Duration

This Data Processing Agreement shall enter into force upon being made and shall remain in force as long as the provision of services under the Agreement lasts.

4. Subcontracting

The Data Processor is authorized to subcontract the following processing:
(please inform if there is going to be any data processing subcontracting)

Annex 1.2. Service Agreement for 2026-2027

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 Pamplona 104, 08018, Barcelona, Spain, with VAT number B67513630, legally represented herein by Francisco Ibáñez, acting as CFO of the company (hereinafter referred to as “EIT UM”) and

[.] a private limited company, having its registered office and place of business at [.] with company registration number [.] and VAT number [.] legally represented herein by [.] acting as legal representative (hereinafter referred to as the “Supplier”).

Hereinafter jointly referred to as the “Parties” or individually as a “Party”.

WHEREAS:

II.EIT UM is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, ringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.

III.EIT UM has launched a tender for the provision of [...] (the "Tender").

IV.Supplier is a company specialized in the field of the Tender.

V.Supplier has been awarded the Tender and therefore Supplier is willing and able to provide the services specified in Annex 1 to EIT UM (the "Services") under the terms and conditions set forth in this Agreement).

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

2. Structure of the Agreement and precedence

2. This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement, as well as the Tender.
3. The body contains standard general provisions applicable to all Services purchased by EIT UM from Supplier under this Agreement.
4. 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.
5. 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.

3. Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

2. 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.
3. 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.

4. Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

2. 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.
3. 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.
4. 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.

5. 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.

6. 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 EIT UM. 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.

7. 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 10.1 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.

8. 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.

9. 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.

10. 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:

- b. mutually agreed in writing, and
- c. the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
- d. the modification does not alter the overall nature of the contract; and
- e. 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
- f. 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.

11. 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:

5. Compensation, invoicing and payment, expenses

2. Supplier is entitled to charge, in respect of Supplier’s Services as described under Annex 1, the compensation specified in Annex 1 per Service.

3. Supplier may only charge the amounts under Article 4.1 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

4. Further, Supplier may only charge the amounts under Article 4.1 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

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

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

6. By deviation to Article 4.2, Supplier may charge the amounts under Article 4.1, at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Article 4.3 shall apply to each regular invoice.

7. The payment term applying to Supplier invoices fulfilling the requirements of this Article 4: is fixed in Annex 1.

8. 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 10.1 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

9. 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.

10. If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.

11. 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.

6. Taxes, other contributions, no employment agreement and related indemnification

2. All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (“**Taxes**”).

3. 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.

4. In addition to Articles 5.1 and 5.2, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called “**Contributions**”).

5. 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.

6. 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.

7. Intellectual property, ownership and licensing, IP infringement indemnification

2. “**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.

3. 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.

4. In addition to Article 6.1, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT UM.

5. By exception to Article 6.1, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier (“**Background IP**”).

6. 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.

7. 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.

8. Unless expressly specified otherwise in Annex 1,

7.5 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.

7.6 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.

7.7 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.

7.8 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.

8. Confidentiality, documents

2. "**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.

3. 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.

4. Supplier’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to Supplier, 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 EIT UM the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

5. 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.

6. EIT UM shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

7. 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.

9. Personal data

2. 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**”).

3. Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:
- b. comply with all privacy and data protection law and regulations applicable to its Services;
 - c. 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;
 - d. maintain the security, confidentiality, integrity and availability of the Personal Data;
 - e. 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
 - f. promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

Without prejudice to the above, where Supplier in the performance of the Agreement processes Personal Data, the Parties also execute the data processing agreement attached as [Annex 2](#).

4. 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 [Article 8](#):

5. 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.

6. 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 [Article 8](#):

10. [Liability, indemnification, insurance](#)

2. 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.

3. 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.

4. 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.

5. Subject to Article 9.3, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

6. Subject always to Article 9.3, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in [Annex 1](#).

11. Suspension, termination of the Agreement

1. This Agreement shall not become effective until the signature and come into effect of the grant agreement by EIT and the European Institute of Innovation and Technology for the business plan 2026-2027. EIT UM shall notify the Supplier of such signature and effective start date.

2. The Agreement 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").

3. 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:

- b. 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
- c. EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- d. Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- e. Supplier files a petition for bankruptcy or is declared bankrupt; or
- f. Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- g. Supplier enters into voluntary or judicial liquidation;
- h. the business of Supplier ceases to exist or control or ownership is taken over by a third party;
- i. 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).

4. 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.

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

- b. 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 4: or
- c. 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.

12. Safeguarding of EU's financial interest and conflict of interest

2. 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.

3. 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 Supplier 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.

13. Miscellaneous

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the city 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 12.12 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

13. If so chosen by EIT UM in accordance with Article 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (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 12.10.

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

Drawn up on [DATE]

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

CFO

[company name]

[name of representative]

[position of representative]

Annex 1 to the Services Agreement for 2026-2027

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:

2. Description and timing of the Services subject to the procurement procedure (as per Article 3.1 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 6.2 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

3. Price of the Services (as per Article 4: of the Agreement):

Services	Price
[Subject of the services]	[(Unit) price of the services]

4. Charging the compensation to EIT UM (as per Article 4 of the Agreement)
Supplier may charge the amounts of the Agreement at the end of the following period:

Payment 1 – [description]	[date]
Payment 2 - [description]	[date]
Payment 3 - [description]	[date]

5. Payment term applying to Supplier invoices (as per Article 4 of the Agreement):

Payment term (expressed in calendar days)	30 days
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6. Term of the Agreement (as per Article 11 of the Agreement):

In application of Article 11.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the agreement)	Termination Date (i.e. date on which the last service is expected to be delivered and paid)
[Starting date of the contract]	[End date of the contract]

Annex 2 to the Services Agreement for 2026-2027

Data Processing Agreement

- II. 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 5th December, on Personal Data Protection and Guarantee of Digital Rights.
- III. 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.
- IV. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the “**Agreement**”)
- V. In the course of providing the services, the Supplier as “**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:

2. Purpose of the Processing Engagement.

2. The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the Data 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, in order to be able to fulfill with the Agreement obligations. In no case the Data Processor may use the data to its own purposes.

3. Processing of EIT UM’s Personal Data

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

3. The Data Processor shall:

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

3. Not process EIT UM’s Personal Data other than on the relevant EIT UM’s documented instructions and only for the purpose of providing the services under the Agreement. If the Data Processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the Data Processor shall immediately inform EIT UM.

4. In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UM, the Data Processor shall comply with the GDPR in the collection of any such data, including collecting the data subjects express consent, where applicable and if so instructed by EIT UM. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.

5. 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**.

6. If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT UM 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.

7. 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 EIT UM's instructions. In this case, 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.

4. **Data Processor Personnel**

2. 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

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.

5. Security

2. 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 Data 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.

3. In assessing the appropriate level of security, Data Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.

4. In any case, the Data 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.

6. Outsourcing

2. 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 Data Processor's services.

3. 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.

4. The subcontractor, who will also be a processor, shall be obliged to comply with the Data Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Data 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 Data 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 Data Processor will remain fully liable to the EIT UM.

7. Data Subject Rights

2. Taking into account the nature of the processing, the Data 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).

3. 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.

8. Personal Data Breach

2. The Data 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.

3. The Data 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.

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

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

9. Data Protection Impact Assessment and Prior Consultation

2. The Data 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.

10. Deletion or return of EIT UM's Personal Data

2. 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.

3. 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.

4. 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.

11. Audit rights

2. The Data 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.

12. Data Transfer

2. The Data 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.

13. General Terms

2. 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:

- b. disclosure is required by law;
- c. the relevant information is already in the public domain.

3. 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 Agreement.

Exhibit A

2. Description of Personal Data processing

2. The Data Processor is enabled to process on behalf of EIT UM, the Personal Data necessary to provide the services **described in clause 1.3 of the Agreement.**

3. The processing will consist of:

The processing of personal data by the Data Processor under the scope of this Agreement may take place when XXXXXXX

4. Specification of the processing to be carried out: *(Please mark with a cross where applicable)*

- Collection
- Recording
- Structuring
- Modification
- Conservation
- Extraction
- Consultation
- Communication by transmission
- Dissemination
- Interconnection
- Collation
- Restriction
- Deletion
- Destruction
- Conservation
- Communication

Other:

3. Identification of the affected information

For the execution of the services derived from the fulfilment of the object of the 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, surname, etc.)

- Image
- voice
- nationality
- name
- surname
- job title

4. Duration

This Data Processing Agreement shall enter into force upon being made and shall remain in force as long as the provision of services under the Agreement lasts.

5. Subcontracting

The Data Processor is authorized to subcontract the following processing:
(please inform if there is going to be any data processing subcontracting)

Annex 2. Tenders' submission form

Tender Submission Form

for the procedure of the EIT Community Hub in Bulgaria

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/we, <name(s)>, 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
Financial offer:	X EUR

<presented in EUR (gross amount, excl. VAT)>	
Technical offer:	<p><i>Name of the proposed expert(s) to become EIT Community Officer(s):</i></p> <p><i>Find attached the evidence of official registration in Bulgaria as well as the documents proposed for evaluation, based on the award criteria (article 4.2), including the Proposed activity plan (based on annex 4) and the Experience of the proposed expert(s) checklist.</i></p>

Signed:

[Signature of legal representative(s)]

[Position of legal representative (s), if applicable]

Annex 3. Tenderer's 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 request for proposals for the above contract I, < Name and position of natural person or authorised representative of the firm>, hereby declare that we:

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

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

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

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

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

Yours faithfully,

<Signature of authorised representative(s)>

Annex 4. Activity plan template

Activity Plan 2026
(this plan will be considered to be replicated for 2027 and in case of prolongation of the contract in 2028)

Country	Bulgaria
Category (White Spot or Established Country)	White Spot country
EIT Community Officer Name(s)	
Organisation(s)	

Work Package 1 Local Community Development for Innovation/Education/Business Creation						
EITECO01 - Applicants/participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls and training opportunities	KPI	<i>Strand 1 EIT Jumpstarter programme</i>	<i>Strand 2 EIT Regional Innovation Booster</i>	<i>Strand 3 EIT Global Outreach programmes</i>	<i>Strand 4 EIT Global Outreach training opportunities</i>	<i>KPI Total Minimum: 7 applicants 10 participants</i>
	<i>Number of applications</i>	<i>Number</i>	<i>Number [only if a RIB project in your country]</i>	<i>Number</i>	<i>do not write</i>	0
	<i>Number of participants</i>	<i>do not write</i>	<i>do not write</i>	<i>do not write</i>	<i>Number</i>	0
EITECO02 - Applicants, participants supported/referred to individual KIC's innovation, education, business creation calls and training programmes	KPI	<i>Strand 1 EIT KICs Innovation Calls</i>	<i>Strand 2 EIT KICs Education Calls</i>	<i>Strand 3 EIT KICs Business Creation Calls</i>	<i>Strand 4 EIT KICs training programmes</i>	<i>KPI Total Minimum: 5 applicants 5 participants</i>

		<i>Number of applications</i>	<i>Number</i>	<i>Number</i>	<i>Number</i>	<i>do not write</i>	0
		<i>Number of participants</i>	<i>do not write</i>	<i>do not write</i>	<i>do not write</i>	<i>Number</i>	0
ACTIVITIES M - Mandatory activities must be implemented and metrics filled in, O - Optional activities can be selected and metrics need to be given for selected All activities must be implemented or facilitated by the EIT Community Officer							<i>Metrics</i>
YES	M	Personalised outreach and support / Number of intermediary organisations (e.g.: universities, startup associations) engaged to support outreach (min. 6)					<i>Number</i>
YES	M	Programme-specific communication / Number of EIT Community Hub country page programme-specific webpage posts (min. 6)					<i>Number</i>
YES	M	Programme-specific communication / Average number of visitors of the EIT Community Hub country page posts/updates (min. 60)					<i>Number</i>
YES	M	Programme-specific communication / Number of EIT Community Hub programme-specific social media posts (min. 30)					<i>Number</i>
YES	M	Programme-specific communication / Average number of engagements of the related posts (min. 150)					<i>Number</i>
YES/NO	O	Personalised outreach and support / Number of applicants supported with 1:1 advisory services (coaching sessions)					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of events organised by the EIT Community Officer					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of participants at events organised by the EIT Community Officer					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of presentations by EIT Community Officer or KIC representative at external events organised by third party					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of participants at presentations by EIT Community Officer or KIC representative at external events organised by third party					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of website posts by external organisation					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of newsletter posts (EIT Community Hub or third party)					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of programme-specific media mentions					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of press releases published					<i>Number</i>
YES/NO	O	Programme-specific communication / Number of testimonials, impact stories collected					<i>Number</i>
YES/NO	O	Other, please specify:.....					<i>Number</i>
YES/NO	O	Other, please specify:.....					<i>Number</i>

WP1 Activity descriptions

Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Work Package 2 Business Development for Financial Sustainability

EITECO03 - Leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster		KPI	Strand 1 <i>EIT Jumpstarter teams, participants</i>	Strand 2 <i>EIT Global Outreach startups/scaleups</i>	Strand 3 <i>EIT Global Outreach services/modules</i>		KPI Total Minimum: 5 leads	
		<i>Number of leads</i>	<i>Number</i>	<i>Number</i>	<i>Number</i>		0	
EITECO04 - Leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs		KPI	Strand 1 <i>KIC new partner with membership fee</i>	Strand 2 <i>Local funding to KICs</i>	Strand 3 <i>KIC services sold</i>		KPI Total Minimum: 5 leads	
		<i>Number of leads</i>	<i>Number</i>	<i>Number</i>	<i>Number</i>		0	
YES	M	Coordinate the collection of local funding, investment opportunities, potential customers / Number of funding, investment opportunities and potential customers collected						<i>Number</i>
YES	M	Direct engagement activities / Number of engagements with potential leads						<i>Number</i>
YES	M	Leads generation for the Regional Innovation Booster companies (only MT, HR, HU, PL)						N/A

YES/NO	<input type="radio"/>	Arrangement of funding opportunity by the national authorities to reimburse membership fees for KIC partners / Number of funding opportunity generated	Number
YES/NO	<input type="radio"/>	Facilitation of funding by the national authorities to pilot the EIT Regional Innovation Booster in a country (other than PL MT, HU, HR) / Number of warm introductory meetings	Number
YES/NO	<input type="radio"/>	Other, please specify:.....	Number
YES/NO	<input type="radio"/>	Other, please specify:.....	Number

WP2 Activity descriptions
Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Work Package 3
External fundraising

EITECO03 - External fundraising		KPI	External funding raised				KPI Total Minimum: 10k EUR
		Amount of funding	Number				0
YES	M	Scout for and recommend to the EIT KICs opportunities to implement joint projects, including projects involving local authorities and institutions to strengthen cooperation with EIT and EIT KICs, financed through other EU, national, regional funds (including ESIF and IPA III) / Number of projects scouted and recommended					Number
YES	M	Scout for and recommend to the EIT KICs opportunities to implement joint projects, including local talents which could be supported via the portfolio of opportunities offered by the EIT Community; / Number of projects scouted and recommended					Number
YES	M	Contribute to, support and where appropriate, with the agreements of the EIT KICs, lead any horizontal exploratory efforts towards securing co-funding opportunities, including matching KIC thematic area with the local RIS3 priorities / Number of horizontal efforts made					Number

YES	M	Secure meetings with relevant national, regional authorities and facilitate the preparation for the submission of joint proposals for national, regional funding in case of general EIT Community actions / Number of proposal submission	Number
YES	M	Suggest and support, including, where appropriate and with the agreement of the EIT KICs, lead the implementation of possible joint activities amongst the EIT KICs, to be implemented nationally and, or regionally, aligned with relevant RIS3 priorities / Number of projects, activities implemented	Number
YES/NO	O	Other, please specify:.....	Number
YES/NO	O	Other, please specify:.....	Number

WP3 Activity descriptions
Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Work Package 0

Administration and coordination

YES	M	Set up and maintain a physical space branded / Number of physical space established and maintained	Number
YES	M	Develop a good understanding of the EIT model and keep up-to-date with the KICs activities	N/A
YES	M	Collaborate closely with the wider network of EIT Community Officers including by sharing information, good practices, collaborating on joint initiatives as well as any other activities which would support the EIT Community and the local innovation ecosystem	N/A
YES	M	Form good working relations with the whole EIT Community, including the SRI Cluster and Community Members	N/A
YES	M	Review and report to the EIT Community Officer Coordinator via the Lead KIC SPOC of the EIT Community Officer	N/A

YES	M	Any other tasks mandated by the EIT Management which, in principle, supports the EIT RIS Hubs to contribute to the achievement of the EIT's Objectives and implementation of its Strategy and Annual Work Programmes	N/A
YES			
YES	M	Local EIT Community coordination - Deploy and keep up-to-date the Governance Memorandum of Understanding of the EIT Community Hub that sets up the working relations with all Members of the EIT Community Hub, including other EIT KIC Offices present in the same ecosystem nationally;	N/A
YES	M	Local EIT Community coordination - Establish working method which limits administrative burdens, while supporting their minimum functions; Design a work method, necessary tools for information sharing/coordination so as to facilitate continuous information exchange, identify the need for, facilitating the implementation of shared services for Hub Members with a view to improve efficiency;	N/A
YES	M	Local EIT Community coordination - To the greatest extent possible, and when appropriate, ensure a coordinated approach amongst the EIT KICs, Members of the EIT Community Hub, and other EIT KIC Offices, EIT Alumni Network towards national authorities including relevant NCPs and Managing Authorities;	N/A
YES	M	Local EIT Community coordination - Facilitate and coordinate EIT Community branding efforts, sharing information and advising KICs and Community Members.	N/A
YES	M	Local Intelligence Gathering - Provide support, in close cooperation with other Hub Members and potentially other EIT Community Officers, to the EIT and the EIT KICs with navigating the local innovation landscape.	N/A
YES	M	Local Intelligence Gathering - At the request of the EIT KICs, support any necessary updating of the local Country-specific roadmap and support with its implementation, as appropriate	N/A
YES	M	Local Intelligence Gathering - Maintain a fully updated understanding of the local innovation ecosystem, including its innovation needs and gaps / Number of ecosystem map	Number
YES	M	Local Intelligence Gathering - Coordinate the collection of local funding opportunities and relevant key national events and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub Members, and other EIT KIC Offices; / Number of local funding opportunities and relevant national key events collected.	Number
YES	M	Local Relationships - Build a strong working relationship with NCP and national authorities, in order to highlight to the national authorities, the added value of the EIT, and influencing the national position in FP10 negotiations / Number of engagements with national authorities	Number
YES	M	Local Relationships - Liaise with representatives of other innovation support actions (COST, EEN, EUREKA, EIT Alumni, EPO, EUIPO, RCC, etc.) / Number of engagements with other EU support actions	Number
YES	M	Local Relationships - Build strong working relationship with key local innovation stakeholders / Number of Cooperation MoUs signed	Number
YES/NO	O	Local Relationships - Participate in national policy dialogues in relation to the knowledge triangle / Number of dialogues, meetings participated with national authorities	Number
YES/NO	O	Local Intelligence Gathering - Provide data on the local EIT-supported start-ups' development (such as new customers, external funding obtained etc.) / Number of startups for which data s provided	Number
YES/NO	O	Other, please specify.....	Number
YES/NO	O	Other, please specify.....	Number
Communication			
YES	M	General communication - Collect information to share through applicable channels related to the EIT KICs' activities, events, results and opportunities of interest to local stakeholders with a view to their dissemination internally and externally;	N/A
YES	M	General communication - Coordinate and support local joint EIT Community communication efforts, including by managing the EIT Community Hub country webpage / Number of visitors of the EIT Community Hub country webpage	Number
YES	M	General communication - Update the EIT Community Hub country webpage, in the local language, with information on EIT Community activities and opportunities / Number of EIT Community Hub country webpage updates	Number
YES	M	General communication - Manage the EIT Community Hub social media channel / Number of new LinkedIn followers	Number

YES	M	General communication - Publish posts on EIT Community Hub social media channel / Number of posts for general communication	Number
YES	M	General communication - Enhance Audience Interaction on EIT Community Hub social media channel / Number of engagements for general communication posts	Number
YES	M	General communication - Organise a kick-off event (only for newly established EIT Community Hubs) / Number of participants at kick-off event	N/A
YES/NO	O	General communication - Lead or support press announcements (in close alignment with the RI&I) / Number of press announcements	Number
YES/NO	O	General communication - Collect testimonials, impact stories / Number of testimonials, impact stories collected	Number
YES/NO	O	General communication - Other, please specify.....	Number
YES/NO	O	General communication - Other, please specify.....	Number

WPO Activity descriptions

Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Annex 5. ECO Performance Monitoring and Evaluation Guidelines

EIT Community Officer **guide to performance monitoring and assessment** **2026-2028**

Regional Innovations and Internationalisation (RI&I)

Cross-KIC/EIT Community Cluster

August 2025

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Introduction

The European Institute of Innovation and Technology (EIT) Strategic Innovation Agenda 2021-2027 (Decision - 2021/820 - EN - EUR-Lex) designates “increasing the regional impact of the EIT KICs” through an enhanced EIT Regional Innovation Scheme (RIS), reinforced with a significantly stronger mandate and additional financial resources, as a key, EIT priority. While this recognises the Scheme’s success since its establishment, expectations on the EIT RIS to deliver increasing levels of impact in line with the EIT’s objectives remain high. To meet these expectations, the EIT RIS needs an “all hands on deck” approach, with the whole EIT Community working together towards a common goal. In particular, it must be ensured that the 27² EIT Community Hubs established by 2026 in RIS countries, the outermost regions and in a neighbouring country, with their unique, on-the-ground presence, strongly contribute to the EIT’s objectives and Key Performance Indicators (KPIs).

The “[EIT RIS Implementation Framework \(Updated 2025-2027\).pdf](#)” outlines the mission, the minimum functions, the structure of the EIT Community Hub Members and the tasks and responsibilities of the EIT Community Officers serving the EIT Community Hubs.

Scope

The scope of this document is to provide a structured set of guidelines for the EIT Community Officers in planning and implementing their annual activities, and define their monitoring and evaluation system by defining the key performance indicators (KPIs), which are meant to support and contribute to the EIT Impact Framework KPIs. The guide also defines mandatory and optional activities for the EIT Community Officers to enhance their impact on the local EIT Community. Minimally expected target values are also determined, the monitoring process, and a final evaluation score is defined. The nature of this system presents enough flexibility to implement it not only to EIT Community Officers in RIS countries, but eventually to potential EIT Community Officers established in other geographies.

This document will come into force on 1 January 2026 and will supersede the previous ECO monitoring and evaluation guidelines 2023-2025. The revision of this document is expected in the first quarter of each year, starting in 2027.

Work packages and key performance indicators

The EIT RIS Implementation Framework has defined a comprehensive list of functions that the EIT Community Officer is expected to undertake. Some tasks are administrative, while others refer to an objective explicitly, where measurable targets can be defined. The Cluster’s approach to define the **EIT Community Officers Key Performance Indicators (EITECO KPI)** is in line with the strategic objective of the EIT, and was set to measure the direct contribution of the EIT Community Officers to the broader EIT Impact Framework KPIs. The ECO indicators are focusing both on supporting the Regional Innovations and Internationalisation (RI&I) Cluster activities and on contributing to the individual KIC’s impact and financial sustainability). Each key performance indicator has a subset of strands that provides more detail for the implementation.

² Potentially involving other neighbouring countries associated to Horizon Europe

EIT Community Officers’ KPIs have been developed and approved by the representatives of the RI&I Cluster, leveraging the experience of 2 years of ECO deployments, and after a series of workshops and consensus meetings conducted during June and July 2025. The EITECO KPIs are defined as SMART (specific, measurable, achievable, relevant, and time bound) indicators and represent an evolution from the previous ECO KPI list set up and used in the Business Plan 2023-2025. The ECO KPIs and tasks are organised into 4 work packages.

Work Packages	Key Performance Indicators	
WP0 Administration and Coordination	No specific KPI	
	RI&I Cluster	KICs
<p>WP1 Local Community Development for Innovation/Education/Business Creation</p> <p>* only applicable in RIB pilot countries.</p>	<p>EITECO01 – Number of applicants, participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls and training programmes</p> <p><u>Strand 1.</u> Number of EIT Jumpstarter programme eligible applicants supported/referred by the ECO.</p> <p><u>Strand 2*.</u> Number of Regional Innovation Booster applicants eligible supported/referred by the ECO.</p> <p><u>Strand 3.</u> Number of Global Outreach programme applicants eligible supported/referred by the ECO</p> <p><u>Strand 4.</u> Number of Global Outreach training programme participants supported/referred by the ECO</p>	<p>EITECO02 – Number of applicants, participants supported/referred to individual KIC’s innovation, education, business creation calls and training programmes</p> <p><u>Strand 1.</u> Number of EIT KIC Innovation Calls applicants eligible supported/referred by the ECO</p> <p><u>Strand 2.</u> Number of EIT KIC Education Calls applicants eligible supported/referred by the ECO</p> <p><u>Strand 3.</u> Number of EIT KIC Business Creation Calls applicants eligible supported/referred by the ECO</p> <p><u>Strand 4.</u> Number of KIC training programme participants supported/referred by the ECO</p>
<p>WP2 Business Development for Financial Sustainability</p>	<p>EITECO03 – Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster</p> <p><u>Strand 1.</u> Number of leads facilitated by the ECO for national, regional, local funding (grant</p>	<p>EITECO04 – Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs</p>

	<p>or investment) raised by EIT Jumpstarter teams, participants.</p> <p><u>Strand 2.</u> Number of leads facilitated by the ECO for national, regional, local funding (grant or investment) raised by Global Outreach supported startups/scaleups.</p> <p><u>Strand 3.</u> Number of leads generated by the ECO converted in Global Outreach selling GO Academy modules.</p>	<p><u>Strand 1.</u> Number of leads facilitated by the ECO for new KIC partner membership fee.</p> <p><u>Strand 2.</u> Number of leads facilitated by the ECO for national, local funding secured (co-funding or co-investment) that supports the KICs financial sustainability.</p> <p><u>Strand 3.</u> Number of leads facilitated by the ECO for revenue converted by the KICs with sold services.</p>
	External funding raised for the EIT Community Hub activity	
WP3 Fundraising for the EIT Community Hub	EITECO05 Amount of non-EIT funding raised for additional activities of the EIT Community Hub (preferably together with EIT Community Hub Members) contributing to the EIT core KPIs	

3.1. The Definition of the Key Performance Indicators

The description of the KPIs is the following:

EITECO01	Applicants, participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls	
Definition: EIT Community Officers are requested to strategically scout and secure new applicants, applications to the calls published by the RI&I Cluster initiatives: EIT Jumpstarter, Regional Innovation Booster, Global Outreach programmes and participants for the Global Outreach training sessions.	Evidence:	
	Cross-check of the applications registry of the Cluster programmes and training programme participant list with the submitted structured data	
	Structured data:	
	<ul style="list-style-type: none"> Name of the applicant to the Cluster programme or Name of the training participants 	

	<ul style="list-style-type: none"> Title of the cluster programme or the training programme Means of support provided by the ECO
--	--

EITECO02	Applicants, participants supported/referred by the ECO to the KIC's innovation, education, business creation calls
Definition: EIT Community Officers are requested to strategically scout and secure new applicants, applications to the calls published by the KICs in the areas of innovation, education and business creation and ensure participants at KICs education programmes.	Evidence: Cross-check of the applications registry of the KIC calls and training programme participant list with the submitted structured data
	Evidence or structured data:
	<ul style="list-style-type: none"> Name of the applicant Title of the KIC call Means of support provided by the ECO

EITECO03	Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster
Definition: EIT Community Officers are requested to support revenue generation and secure funding to contribute to the financial sustainability of the RI&I Cluster by supporting EIT Jumpstarter, Global Outreach and Regional Innovation Booster programmes supported startups, scaleups to attract investment, local funding. EIT Community Officers are also requested to contribute selling the Global Outreach services/modules.	Evidence: Strand 1. and 2. Signed declaration of the startup, scaleup supported by the ECO indicating the amount of investment attracted or funding raised, and the support provided by the ECO attaching any public information, term sheet or proof of the investment closed. Strand 3. Invoice issued by Global Outreach
	Structured data:
	<ul style="list-style-type: none"> Name of the startup, scaleup supported Cluster programme Amount of investment attracted, funding raised, revenue generated Means of support provided



EITECO04	Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs	
Definition: EIT Community Officers are requested to support revenue generation and secure funding to contribute to the financial sustainability of the KICs by introducing leads for new membership fee paying entities (or potential shareholders to KICs), co-investment/revenues to KICs portfolio startups or selling KICs services locally.	Evidence:	
	Strand 1. Warm introductory meetings with the participation of KIC or filling out dedicated form as per the Cluster assignment Strand 2. Signed declaration of the startup/scaleup supported by the ECO indicating the amount of investment or revenue attracted, and the support provided by the ECO, attaching any public information, term sheet or proof of the investment/revenue closed. Strand 3. Invoice issued by the KIC for the service, or proof of service acceptance.	
	Structured data:	
	<ul style="list-style-type: none"> • Representative and organisation of the lead • KIC • Amount of investment/revenue attracted, funding raised, revenue generated 	

EITECO05	External funding raised for additional EIT Community Hub activity	
Definition: EIT Community Officers are requested to raise external funding for additional EIT Community Hub activities (including its Members signatories of the governance MoU) via submitting proposals and implement projects through other (non-EIT) EU / national / regional funds. These projects shall (1) involve local authorities and institutions to strengthen synergies with EIT/EIT KICs or (2) target local talents which could be supported via the EIT Community opportunities or (3) support general EIT Community actions or (4) joint activities amongst the KICs to	Evidence:	
	Copy of the funding (grant, sponsorship, etc.) agreement, including project/activity description to the secured funding with the description of the activities clearly in line with the EIT core KPIs	
	Structured data:	
<ul style="list-style-type: none"> • Amount of funding raised 		

<p>implement locally. These projects preferably shall align with local RIS3 priorities. The scope of the project should be defined by the EIT Community Hub based on the ecosystem needs and the competence of the EIT Community Officer.</p>	<ul style="list-style-type: none"> • Funding organisation • EIT CH members involved, if any (at least 1 except white spot countries) • Type of funding • EIT relevance of the project/activity • Activity(ies) funded
---	--

3.2. Responsibility areas of EIT Community Officers

The responsibility areas of the EIT Community Officers depend on the EIT KICs representation in the country.

There are countries where the EIT KICs on the ground representation can be very broad, and there are different stakeholders representing the knowledge triangle of the KICs, EIT local KIC representatives (former RIS Hubs) and Co-Location Centers, thematic experts established. In these countries and territories (“**well established countries**”), the EIT Community is well populated, there is potential for cross-KIC activities but less for individual-KIC support, and the EIT Community Officer has a more coordinative role, avoiding overlap with existing KIC experts (the “EIT Community Hub members”).

There is another set of countries and territories where there is no or little on-the-ground EIT KIC representation; however, stakeholders relevant to the EIT Community are ready to be engaged and actively take part in EIT activities and the building of the local ecosystem and integrate the knowledge triangle. These countries known as “**white-spot**” countries with no significant KIC presence. In white-spot countries, the EIT Community Officer will have a deeper representative role.

These major roles are important to distinguish because both the KPI targets expectation and how to monitor activities will differ in “established” and “white-spot” countries. The tables below set the targets to be achieved on an annual basis by the ECO depending if it operates in a white-spot or a well-established country. For clarity, the countries³ that are deemed to be white-spot are: Albania, Bulgaria, Cyprus, Malta, Moldova, Montenegro, North Macedonia, Serbia, Ukraine.

Countries	EITECO1	EITCO2	EITCO3	EITCO4	EITCO5
	Yes	Only for KICs not present in the country	Yes	Only for KICs not present in the country	Yes

³ The list is indicative and will be updated in case of change.

Well established countries					
White-spot countries	Yes	Yes	Yes	Yes	Yes

3.3. Minimum targets

EIT Community Officer minimum yearly target values			
		White Spot Countries	Established Countries
EITECO01	Number of applicants eligible supported/referred by the ECO to the RI&I Cluster innovation, education, business creation call	5 applicants (programmes) or participants (trainings)	10 applicants (programmes) or participants (trainings)
EITECO02	Applicants eligible supported/referred by the ECO to the KIC's innovation, education, business creation call	5 applicants (programmes) or participants (trainings)	10 applicants (programmes) or participants (trainings)
EITECO03	Number of leads facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster	4 qualified leads	6 qualified eads

EITECO04	Number of leads facilitated by the ECO to contribute to the financial sustainability of the KIC	4 qualified leads	6 qualified leads
EITECO05	External funding raised	10k EUR	20k EUR

The above KPI targets are established for the EIT Community Officers operating on the country level and yearly basis. **The target values are established as minimums and can be subject to change defined by the Lead KIC depending on the needs of the programme, the previous years’ baseline data or the size of the country.**

Activities per Work Packages

The activities mandated to the EIT Community Officers in the EIT RIS Implementation Framework (Updated 2025-2027) document are also integrated in a way that they serve the purpose to contribute to the impact framework rather than being a task on its own. Tasks outputs are measured with **EIT Community Officer metrics** and support the achievement of EIT Community Officers key performance indicators.

The EIT Community Officer activities are integrated into 4 work packages, each of them including mandatory and optional activities contributing to the achievement of the EITECO KPIs.

Mandatory activities are defined as per the RIS Implementation Framework (Updated 2025-2027) document and contribute to the KPI achievement.

4.1. Mandatory activities

Work package 1 – Administration/Coordination/Communication

Administration activities:

- Develop a good understanding of the EIT model and keep up-to-date with the KICs activities;
- Set up and maintain a physical space, in a city accepted by the Cross-KIC Strategic Regional Innovations Cluster and the EIT, after having consulted with or at least informed the national authorities in advance, where local stakeholders, including NCPs, can physically, walk-in to obtain information on, as well as gain access to the EIT Community, while additionally, aiding with the EIT’s on-the-ground visibility and branding;
- Collaborate closely with the wider network of EIT Community Officers including by sharing information, good practices, collaborating on joint initiatives as well as any other activities which would support the EIT Community and the local innovation ecosystem

- Any other tasks mandated by the EIT Management which, in principle, supports the EIT RIS Hubs to contribute to the achievement of the EIT's Objectives and implementation of its Strategy and Annual Work Programmes.
- Form good working relations with the whole EIT Community, including the SRI Cluster.
- Review and report to the EIT Community Officer Coordinator via the Lead KIC SPOC of the EIT Community Officer.

Expected deliverables

- 5 photos of the 1 EIT Community Hub Office with relevant branding
- Attendance at 10 monthly ECO/SPOC meetings yearly (attendance list) and 1 ECO Annual Meeting or informal gathering
- Presentation of at least 1 good practice, joint opportunities (ppt slide deck, good practice case studies shared, templates to be used by other ECOs)
- 1 yearly Activity Plan, 4 quarterly review reports and 12 monthly briefing sessions, per year, with Lead KIC SPOCs
- Flash reports to EIT in case of events for which participation is mandated by EIT or with the participation of high-level EU, national government representative.

Coordination activities:

Local EIT Community coordination:

- Deploy and keep up-to-date the governance Memorandum of Understanding of the EIT Community Hub that sets up the working relations with all Members of the EIT Community Hub, including other EIT KIC Offices present in the same ecosystem nationally;
- In consultation with the Members of the EIT Community Hub, and other EIT KIC Offices present in the same ecosystem, establish a smooth and efficient working method which limits administrative burdens, while supporting their minimum functions;
- Design an appropriate work method and necessary tools for information sharing / coordination so as to facilitate continuous information exchange between the Members of the EIT Community Hub, and other EIT KIC Offices present in the same ecosystem nationally;
- To the greatest extent possible, and when appropriate, ensure a coordinated approach amongst the EIT KICs, Members of the EIT Community Hub, and other EIT KIC Offices, EIT Alumni Network towards national authorities including relevant NCPs and Managing Authorities;
- Identify the need for and facilitating the implementation of shared services for Hub Members with a view to improve efficiency;
- Facilitate and coordinate EIT Community branding efforts, sharing information and advising KICs and Community Members.

Local intelligence gathering:

- Maintain a fully updated understanding of the local innovation ecosystem, including its innovation needs and gaps;
- Build a strong working relationship with the key local innovation stakeholders, including relevant NCPs and other national authorities, in order to highlight to the national authorities, the added

value of the EIT, and influencing the national position in FP10 negotiations. Also, liaise with representatives of other innovation support actions present in the local innovation ecosystem, including the local COST National Coordinators and the Enterprise Europe Network representatives, or the local EIT Alumni network amongst others;

- In cases where EIT Community support is not possible, refer local stakeholders to other support networks such those run by the national and regional authorities, Enterprise Europe Network, COST, or other support networks, such as those run by national and regional authorities, as well as those with which EIT has a Memorandum of Understanding (e.g. EPO, EUIPO, RCC);
- Provide support, in close cooperation with other Hub Members and potentially other EIT Community Officers, to the EIT and the EIT KICs with navigating the local innovation landscape, including by:
 - contributing to the development of EIT maps / ecosystem mapping;
 - identifying and regularly reporting (potentially based on a template to be provided by the Regional Innovations & Internationalisation Cross-KIC/EIT Community Cluster) on the most pertinent challenges observed in delivering EIT activities and achieving results on a national and / or regional level, including observed political climate shifts, important regulatory changes, or other factors seen as potentially impacting the execution of EIT activities and outcomes.
 - identifying and regularly reporting (potentially based on a template to be provided by the Regional Innovations & Internationalisation Cross-KIC/EIT Community Cluster) on identified unexplored potential opportunities and promising areas of growth, including shifts in policies or regulations, which encourage specific areas of promising development in terms of innovation.
- Coordinate the collection of local funding opportunities and relevant key national events and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub Members, and other EIT KIC Offices;
- At the request of the EIT KICs, support any necessary updating of the local Country-specific roadmap and support with its implementation, as appropriate;

Expected deliverables

Local EIT Community Coordination:

- 1 Memorandum of Understanding signed by all EIT Community Hub Members and updated, if needed
- Local intelligence gathering:
- 1 description document of the local innovation ecosystem, including needs and gaps, challenges observed in delivering EIT activities, unexplored opportunities (yearly updates)
- Report the engagement with National Authorities (including Ministries, NCP, etc) and the results of highlighting the EIT added value in the National and European innovation ecosystem.
- 1 database of key local innovation stakeholders (including EIT Community Members, NCP, local EIT Alumni Community and other innovation support actions (organisation, contact details, and engagement, including referrals to other innovation support actions) to be considered as the EIT/local ecosystem map
- Upon request, support to the KICs' update of the local Country-Specific Roadmap

Communication activities:

- Collect information to share through applicable channels related the EIT KICs’ activities, events, results and opportunities of interest to local stakeholders with a view to their dissemination internally and externally;
- Coordinate and support local joint EIT Community communication efforts, including by managing and updating the EIT Community Hub website, in the local language, with information on EIT Community activities and opportunities, including dedicated sections targeted towards specific stakeholders, including, students, start-ups, national authorities and so on, as well as the EIT Community Hub social media channel;
- Organise a kick-off event (for newly established EIT Community Hubs)

Expected deliverables

- Country page in English and in the local language at the eit-ris.eu website, maintained by the RI&I Cluster and attracted 100 visitors yearly
- Social media analytics showing that the EIT Community Hub LinkedIn page increased the followers at least by 25% yearly; weekly 1 post in addition to the below mandatory posts linked to the KPIs and an average of 10 engagements per post

Work package 2 – Local Community Development for Innovation, Education, Business Creation

- Serve as a centralised contact gateway for local stakeholders to the EIT Community as a whole, and refer stakeholders to contact persons within other relevant EIT KICs, best suited to support their needs and, and support applicants to RI&I Cluster or KIC calls, or when EIT Community offer is not available refer to other EU innovation support actions, such as COST, EUREKA, EEN, EPO, EUIPO, etc.

Expected deliverables

- Reports on submitted applications supported/facilitated by the ECO
- Personalised outreach monitoring excel filled in
 - Social media analytics showing 5 LinkedIn posts per RI&I strands with an average 10 engagements generated

Work package 3 – Business Development for Financial sustainability

- Coordinate the collection of local funding opportunities (public, private grants, sponsorship, investments, etc.) and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub, and other EIT KIC Offices;
- Support the fundraising (public, private funding, investment, service sold) for Jumpstarter, Global Outreach and Regional Innovation Booster⁴ supported startups/scaleups

⁴ only applies to the RIB pilot countries

- Facilitate the purchase of Global Outreach Academy module or KIC innovation services, education programmes by local stakeholders
- Refer membership fee paying partners for KICs
- Facilitate the co-funding to, co-investment with KIC programmes

Expected deliverables

- 1 funding map as excel table with local funding opportunities (source of funding, target group of the local funding and contribution to the Financial Sustainability) and yearly update

Work package 4 – External fundraising for additional activities of the EIT Community Hub contributing to EIT KPIs

- Scout for and recommend to the EIT KICs opportunities to implement joint projects, including projects involving local authorities and institutions, financed through other EU / national / regional funds (including ESIF and IPA III) as well as local talent which could be supported via the portfolio of opportunities offered by the EIT Community;
- Contribute to, support and where appropriate, with the agreements of the EIT KICs, lead any horizontal exploratory efforts towards securing co-funding opportunities, including matching KIC thematic area with the local RIS3 priorities, securing meetings with relevant national / regional authorities and facilitate the preparation for the submission of joint proposals for national / regional funding in case of general EIT Community actions;
- Suggest and support, including, where appropriate and with the agreement of the EIT KICs, lead, the implementation of possible joint activities amongst the EIT KICs, to be implemented nationally and / or regionally, aligned with relevant RIS3 priorities;

Expected deliverables

- 1 copy of the joint project proposal submitted for ESIF or IPA III funding with value of at least 10K€
- 1 copy of the submitted proposal in relation to RIS3 priorities for national / regional funding with value of at least 10K€
-

4.2. Optional activities

Work package 1 – Administration/Coordination/Communication

- Participate in national policy dialogues in relation to the knowledge triangle
- Lead or support press announcements (in close alignment with the RI&I)
- Collect testimonials/impact stories
- Provide data on the local EIT-supported start-ups' development (such as new customers, external funding obtained etc.)

Work package 2 – Local Community Development for Innovation, Education, Business Creation

- Facilitating the organisation of EIT Community awareness-raising events
- Presentation of RI&I and KIC opportunities at external events by the EIT Community Officer or by the KIC or Cluster representative
- Website posts at external organisations facilitated by the ECO
- Personalised support with 1:1 advisory service (e.g.: coaching sessions)
- Promotion via newsletter posts (EIT Community Hub or third party)
- Public communication through programme-specific media mentions

Work package 3 – Business Development for Financial sustainability

- Arrangement of funding by the national authorities to reimburse membership fees for KIC partners
- Contacts for funding by the national authorities to pilot the EIT Regional Innovation Booster in a country (other than Poland, Malta, Hungary, Croatia)

Performance monitoring and assessment

The EIT Community Officers will be overall monitored and evaluated by the EIT Community Regional Innovation and Internationalisation (RI&I) EIT Community Cluster, although they will be supported by one lead KIC in each country, which will be responsible for contracting and monitoring the EIT Community Officer.

The performance of EIT Community Officers is measured through a unified and simplified evaluation and reporting system. The EIT Community Officer prepares yearly activity plans with quarterly planning of the activities, KPIs, metrics and insert the approved activities, metrics, KPIs to the online platform provided by the RI&I Cluster.

Monthly, the ECO updates its progress within the online platform of the RI&I Cluster and briefs the status of the implementation of the Activity Plan to the lead KIC SPOC in the monthly monitoring meeting.

Quarterly, the ECO reports are collected in the format of an appealing presentation and shared with lead KIC SPOCs. The lead KIC SPOC presents the quarterly results with traffic light assessment to the SRI Cluster Steering Committee and to EIT.

Assessment of the performance of the EIT Community Hub is both quantitative and qualitative and done quarterly, accumulating to a yearly final assessment.

Quantitative assessment:

Green light – Very Good (Score 3) - The KPIs and metrics are overperformed and **above** the minimum targets.

Yellow light – Fair (Score 2)- The KPIs and metrics are **equal to** the minimum targets.

Red light – Weak (Score 1)– The KPIs and metrics are **below** the minimum targets, and the deviation is not justified and there was no mitigation plan provided.

The quantitative assessment with the traffic light evaluation is done for each KPIs and metrics. And the average traffic light scores will provide a quantitative traffic light assessment.

Qualitative assessment:

For each KPI and for the Administration/Coordination/Communication activities, a qualitative assessment is performed as well.

Green light – Very Good (Score 3) - The implementation of the activities to reach KPIs and metrics in a very good quality, convincingly and successfully. Optional activities were also carried out. The deliverables and reports provided all the information and evidence needed, and there are no concerns or areas of weakness.

Yellow light – Fair (Score 2) – The activities were carried out in line with the objectives per target, although some small improvements could be still made. No optional activity was carried out. The report gives clear information on all or nearly all of the activities carried out.

Red light – Weak (Score 1) – The activities failed to reach the objectives of the KPIs or cannot be judged due to missing or incomplete information. No optional activity was carried out. The content of the report does not address the questions asked or gives very little relevant information.

A red light in the annual performance review in either the quantitative or qualitative assessments will need to be corrected during the following year. Two consecutive red light annual assessments will be evaluated by the Steering Committee of the KIC Cluster and might lead to cancellation of the contract.

Approved annual EIT Community Officer reports are to be added as annexes to the EIT Community Hub Annual report by the Lead KIC to provide an up-to-date description of the existing distribution and role of Community Hubs to the EIT.

Appendix 1. Glossary

Local EIT Community Stakeholder– All stakeholders having a connection to EIT (partners, supported organisations, student Alumni, local authorities, etc.) in the country.

EIT Community Hub Member – Signatory entities of the governance MoU among KIC CLCs, EIT KIC local representatives and EIT national contact point (NCP).

EIT KIC partner – Official partner of an EIT KIC

Lead – An individual or organization that has shown interest in a programme, product or service who can be considered a potential customer (paying member, service purchaser for KICs or Global Outreach, investors or funding agency for startups/scaleups). The lead is not yet a confirmed customer, but a promising prospect due to their initial engagement with a meeting between relevant representatives (warm introduction) or by filling out dedicated form expressing interest.

Key Performance Indicators (KPIs) – The measurable indicators tied to strategic objectives of the EIT Community Officer

Metrics – Measurable value that indicates the performance of the activities leading to reaching KPIs or executing mandatory activities.

Deliverable – Concrete evidence produced to prove that an activity has been carried out as required (document, log, lists, etc.).

Appendix 2. EIT Core KPIs

The EIT Simplified Impact Framework | EIT lists the EIT Key Performance Indicators. There are 37 EIT KPIs relevant to all KICs and 61 specific societal impact KPIs to be achieved by all 9 KICs in their thematic areas. EIT Community Officers are expected to raise non-EIT funds for local activities in the country directly or indirectly contributing to the EIT core KPIs listed⁵ below and not overlapping with activities in WP1 and WP2:

[EITHE02] Innovations launched on the market with sales revenue of at least 10 000 EUR documented.

[EITHE04] Start-ups created for the purpose of an innovation project to organise and support the development of an asset having financial transactions of at least 10 000 EUR.

[EITHE05] Start-ups created by students enrolled and graduates from EIT-labelled programmes

[EITHE06] Investment attracted by KIC-supported start-ups and scale-ups

[EITHE07] Graduates from EIT-labelled programmes

[EITHE11] Financial Sustainability (FS)

[EITHE22] Number of new and established KIC Partners from RIS countries

The list is for reference only, and the EIT Impact Framework in effect shall supersede in the event of any inconsistency.

Annex 6. Proven experience of the proposed expert(s)

If there are two proposed experts, you have to include the proven experience of both experts.

Proven experience	Number of experiences	
1. Proven experience of previous or current awarded European Union projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert(s).	Number of awarded projects/tenders:	Out of them, how many are related with business creation, innovation or education?
2. Number of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert(s) as speaker or moderator.		
3. Proven experience managing an EIT RIS Hub (or equivalent innovation body) in Bulgaria with involvement of the proposed expert(s).		

Please provide the required information for all experiences

1. Proven experience of previous or current European Union projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert(s). (please copy-paste the table):

Project/Tender title:	
Funding/procuring organisation:	
Type of funding/procuring organisation (please underline):	European, national, regional or local
Topic (please underline)	business creation, innovation, education or others
Funding programme, in case of grant (please underline)	Horizon Europe, Digital Europe, Erasmus, ESIF, IPA or others (if others, please specify:)
If available, project/tender award decision webpage link (showing the supplier name):	
Role of the supplier and the proposed expert in the project/services provided (max. 1000 characters):	

2. Number of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert(s) as speaker or moderator. (please copy-paste the table):

Title of the event:	
Topic:	
Place and date:	
Link to the agenda (if online) or copy paste it here:	

Role of the supplier and the proposed expert in the project/services provided (max. 1000 characters):	
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3. Proven experience managing an EIT RIS Hub (or equivalent innovation body) in Bulgaria with involvement of the proposed expert(s). (please copy-paste the table)

Name of the EIT KIC (or equivalent innovation body) that was represented	
Years of operation:	
Link (if online) or any other proof of the award, like a reference letter from the KIC.	
Involvement/role of the proposed expert(s) in the representation (max. 1000 characters)	