

Request for Proposals

Digital Marketing Agency for Paid Media and Organic Visibility
Support

EIT Urban Mobility - Mobility more liveable urban spaces

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

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Spain

23rd December 2025

eiturbanmobility.eu

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1. Overview of EIT Urban Mobility

EIT Urban Mobility, supported by the European Institute of Innovation and Technology (EIT), acts to accelerate positive change on mobility to make urban spaces more liveable.

EIT Urban Mobility is an initiative of the European Institute of Innovation and Technology (EIT). Since January 2019 we have been working to encourage positive changes in the way people move around cities in order to make them more liveable places. We aim to become the largest European initiative transforming urban mobility. Co-funding of up to € 400 million (2020-2026) from the EIT, a body of the European Union, will help make this happen.



*We create systemic solutions that will **move more people around the city more efficiently and free up public space.***



*We bring **all key players in urban mobility together** to avoid fragmentation and achieve more.*



*We **engage cities and citizens** from the word go, giving them the opportunity to become true agents of change.*

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

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

We create systemic solutions that will move more people around the city more efficiently and free up public space.

We bring all key players in urban mobility together to avoid fragmentation and achieve more.

2. General Objectives and Scope of Work

2.1. General objectives

By the present procurement procedure, EIT Urban Mobility KIC LE (referred to as “EIT Urban Mobility” or “EIT UM”) aims to identify a digital marketing agency or freelancer to enhance our online presence and promote our diverse range of services and activities via paid digital advertising.

The procurement procedure is structured into two distinct and independent lots, each with a separate scope of work and allocated budget:

Lot 1 – Corporate paid digital marketing support: covering paid digital marketing services supporting EIT Urban Mobility’s corporate brand, transversal services, and organisational activities.

Lot 2 – Urban Mobility Explained (referred to as “UMX”) : covering paid digital marketing and SEO support covering paid digital marketing services and SEO dedicated specifically to UMX, EIT Urban Mobility’s learning platform.

Each lot shall be evaluated independently and a separate agency or freelancer may be selected for each lot.

Applicants are required to clearly indicate the specific lot for which they are submitting a proposal. Each submission should correspond to a single lot, as defined in the Request for Proposals documentation. Proposals covering more than one lot will be disqualified from this procedure.

Across both Lot 1 and Lot 2 the selected agency or freelancer will collaborate with us to achieve the following primary objectives:

1. **Build brand awareness:** develop and execute comprehensive paid marketing campaigns to elevate EIT Urban Mobility's brand and sub brands, included in our brand architecture, visibility across digital platforms, ensuring meaningful engagement with target audiences. This also includes implementing measures to protect and reinforce our brand identity in competitive online spaces.
2. **Promote services and activities:** our organisation offers a broad spectrum of services, projects, and activities, which we aim to promote through paid digital channels to achieve specific goals: awareness, consideration, and conversion. We require support in the design, execution, and analysis of paid campaigns to meet these objectives.
3. **Optimise campaign performance:** ensure ongoing monitoring, testing, and optimisation of campaigns to maximise their effectiveness and efficiency, adapting strategies based on performance data and emerging digital trends.

Additional objectives applicable **only to Lot 2** – Urban Mobility Explained (UMX):

In addition to the objectives outlined above, Lot 2 includes the following specific objectives related exclusively to UMX:

1. **Strengthen organic visibility and discoverability:** improve and maintain UMX's organic visibility and authority across traditional search engines and emerging AI-driven and LLM-based search environments, ensuring UMX's learning content remains discoverable, relevant, and aligned with user intent.
2. **Support growth of learning platforms and enrolment:** support the positioning and growth of UMX as a trusted provider of professional training in urban mobility, with a specific focus on increasing reach, engagement, and enrolment across its digital learning platforms.

2.2. Detailed scope of work

The selected agency or freelancer will be expected to deliver the following services:

2.2.1. Comprehensive paid digital media strategy (applicable to Lot 1 and Lot 2):

Develop a holistic paid digital media strategy aligned with our objectives, our ad investment budget available and the audiences we target. There is already an EIT Urban Mobility Marketing Strategy (available upon request) that defines:

- Our target audiences
- Our value proposition (including DAFO analysis and what are our marketing goals).
- Competitor's analysis.
- The tone of voice we should use when running marketing driven campaigns.
- KPIs we want to measure.

What we need is a paid marketing strategy that defines:

- Channels strategy: what paid digital channels/media are the best to reach our target audiences.
- Audience segments strategy: define segments of audiences in those channels that match our target audiences (audience segmentation strategy per channel).

Define and design the best ad formats to reach our audiences (video, carousel, native ads, social media posts, articles and other proposals you may have) Marketing mix strategy: with previous insights and leveraging on EIT Urban Mobility Marketing Strategy as the pillar for it, you will define a paid marketing plan for 2026. For **Lot 1**, the strategy shall align with the existing EIT Urban Mobility Marketing Strategy and with the paid marketing plan indicated in Annex 2.

For **Lot 2**, the strategy shall align with the specific positioning and objectives of Urban Mobility Explained (UMX).

2.2.2. Campaign execution (applicable to Lot 1 and Lot 2):

Plan, create, and execute paid marketing campaigns across relevant paid digital channels/media to achieve optimal reach and engagement.

- Define the specific targeting parameters for each channel: identify and segment the target audiences based on:
 - o Generic segmentation: geographies (there is a country strategy in place), demographics.
 - o EIT UM segmentation: organisation type, area of interest and other that might arise.
 - o Previous interactions with EIT UM and online behaviour.
- Campaign creation and launch: set up the different digital advertisement platforms and the connections needed to EIT UM digital platforms, to ensure the launch of paid campaigns planned, proper ad placement, following GDPR requirements and adherence to EIT Urban Mobility and UMX brand guidelines.
- Plan together with EIT UM, advertisement budget dedicated for each channel and campaign. Define agency fees associated to manage the advertisement budget planned.
- Advertisement budget invested in each paid channels will be decided together when planning, but payment methods should be provided by the supplier itself and inserted in the different advertisement platforms.
- Design and create all types of creatives needed for the paid marketing campaigns executed and the ad content related, needs to be developed by the same agency running the paid campaigns. The designs should follow the EIT UM branding guidelines and will be approved by EIT UM before use.
- Monitor campaigns in real-time, promptly adjusting strategies to capitalise on emerging trends or mitigate any underperforming elements.

2.2.3. Performance Analysis (applicable to Lot 1 and Lot 2) :

Regularly analyse campaign performance, providing weekly reports with actionable insights for continuous improvement.

- Implement a robust reporting tool to monitor and analyse the different paid campaigns performance metrics in real-time e.g.: Google Looker.
- Provide weekly and detailed reports highlighting key performance indicators (KPIs), offering actionable insights and recommendations for improvement.
- Continuously monitor campaign performance metrics, including main KPIs such as: impressions, clicks, conversions, and cost-per-acquisition (CPA). Implement data-driven optimisations to improve campaign effectiveness.
- Collaborate with EIT Urban Mobility's team to refine strategies based on data-driven insights for ongoing campaign optimisation.

2.3.4 Account management (applicable to Lot 1 and Lot 2):

Appoint an account manager as a single point of contact, with more than five (5) years of professional experience in managing performance campaigns across the main advertising platforms (Meta Ads, LinkedIn Ads, and Google Ads).

In the event that the appointed account manager is no longer available to act as the primary contact during the contract duration, EIT Urban Mobility reserves the right to terminate the contract, unless an alternative contact person is proposed by the contractor and expressly accepted by EIT Urban Mobility.

2.2.5. SEO and organic visibility services (applicable only to Lot 2 – Urban Mobility Explained (UMX)):

In addition to the services above, **Lot 2** includes dedicated SEO and organic visibility support for UMX digital platforms (www.urbanmobilitycourses.eu, urbanmobilityexplained.eu and <https://www.youtube.com/@urbanmobilityexplained>) . This includes:

- SEO management and optimisation across UMX platforms, including optimisation for traditional search engines and emerging AI/LLM-based search environments.
- Regular SEO audits and recommendations, covering technical SEO, on-page optimisation, content improvements, structured data, and entity-based optimisation.
- SEO performance tracking and reporting, aligned with the reporting tools defined in section 2.2.3, including insights on market trends and competitor activity where relevant.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date for both Lots is, at the latest, 16/02/2026:

Lot 1 – Corporate Paid Digital Marketing Support:

The implementation period shall run until 31/12/2028*.

Lot 2 – Urban Mobility Explained (UMX) Paid Digital Marketing and SEO Support:

The implementation period shall run until 31/12/2027*.

Performance-based continuation of services:

The continuation of services beyond each contractual year shall be conditional upon satisfactory performance. For each awarded Lot, annual performance objectives and key performance indicators (KPIs) shall be jointly defined and agreed in advance between EIT Urban Mobility and the selected supplier, based on the paid digital marketing plan and campaign objectives for the upcoming year.

Performance shall be assessed against the agreed KPIs at the end of each contractual year. Failure to achieve the agreed performance objectives may result in EIT Urban Mobility's decision not to continue the services for the subsequent contractual period, without entitlement to compensation.

Lot-specific performance indicators:

- **Applicable only to Lot 1 – Corporate Paid Digital Marketing Support:**
Performance objectives and KPIs for Lot 1 are set out in Annex 2.
- **Applicable only to Lot 2 – Urban Mobility Explained (UMX):**
Performance objectives and KPIs for Lot 2 are set out in Annex 3.

**Important: In case EIT UM does not sign a grant agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 1st January 2026, the agreement may be suspended or terminated. Should such lack of signature occur, EIT UM shall notify the Supplier and inform them about the suspension or termination of the agreement.*

In case of suspension, suspension shall last from the date included in the notice of suspension up until the earliest of (i) notice of suspension lift or (ii) 31st March 2026. Should suspension occur, the Supplier shall not provide any services during the suspended period; notwithstanding, the Supplier may issue the invoices corresponding to services provided during the non-suspended period. If lifted, suspension will not alter the original termination date of the agreement.

Should EIT UM have not assigned a Grant Agreement with EIT by 31st March 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

2.3.2 Location

This project doesn't have a specific office location during the implementation – the provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

On a needed basis, the provider can be called for specific assignments either to EIT Urban Mobility or its Innovation Hubs or to its partners or any other project site designated by EIT Urban Mobility. All costs borne for such travels shall be subject to reimbursement detailed later by EIT Urban Mobility if justified and in alignment with EIT UM Travel Policy.

2.3.3 Payment terms

Applicable to LOT 1:

The available maximum yearly funding for the requested services, applicable only to Lot 1, is outlined below (VAT is excluded from the figures provided) applicable to years 2026*, 2027*, and 2028*:

2026* = €87,690.00 (ex-vat)

2027* = €87,690.00 (ex-vat)

2028* = €87,690.00 (ex-vat)

The total budget, defined for Lot 1, includes both the advertisement budget to be managed by the agency or freelancer selected and the cost for the agency (agency fees) to manage all the scope of work described in Chapter 2.2.

There must be a detailed financial offer submitted by the candidates that clearly defines what part of the total budget available will cover agency fees generated to manage the scope of work described above. The rest of the budget dedicated to invest in the advertisement platforms (advertisement budget) won't be considered to evaluate the financial offer.

This financial offer for Lot 1 should include:

- Advertisement budget: the one we will invest in EIT Urban Mobility paid marketing campaigns (can be shared in a monthly estimation, and if needed, allocated per digital channels proposed*)
- Agency fees: the part of the budget that will cover the cost of the agency, to manage the scope of work defined in 2.2. Including reporting, analysis, campaign execution, creative and design fees (can be shared also in a monthly estimation, linked to the advertisement budget). It will be the only part of the budget to be evaluated as the financial offer.

*Please take in to account that Google grants us access to €10K/month ad investment available in Google Ads platform, that is not included in the budget above, but is available for us to be used, as long as Google considers us suitable for the grant. That means you should take it into account as part of the advertisement budget, that you will manage and associate management cost feed related.

The services should be invoiced on a monthly basis, including the services fee and the investment planned in the different paid media channels.

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

- Before the start of the month budget for the upcoming month to invest in paid media channels should be accepted between the supplier selected and EIT UM.
- Service fees will be distributed as agreed monthly (a percentage of the investment is the preferred option but not the only one.)
- Any monthly budget planned and not invested will pass to the next month (free of charge of service fees if they have already been charged).

Applicable to LOT 2:

The available maximum yearly funding for the requested services, applicable only to Lot 2, is outlined below (VAT is excluded from the figures provided) applicable to years 2026*, 2027*.

2026* = €36,000.00 (ex-vat)

2027* = €27,800.00 (ex-vat)

The services should be invoiced monthly in accordance with the performance and prior to 31st December of the service deliverable year.

The total budget, defined for LOT 2, includes both the advertisement budget to be managed by the agency or freelancer selected and the cost for the agency (agency fees for paid campaign and SEO) to manage all the scope of work described before.

There must be a detailed financial offer submitted by the candidates that clearly defines what part of the total budget available, will cover agency fees generated, to manage the scope of work described above. The rest of the budget dedicated to invest in the advertisement platforms (advertisement budget) won't be considered to evaluate the financial offer.

This financial offer should include:

- Advertisement budget: budget we will invest in UMX paid marketing campaigns (can be shared in a monthly estimation, and if needed, allocated per digital channels proposed)
- Agency fees: the part of the budget that will cover the cost of the agency, to manage the scope of work defined in 2.2. Including reporting, analysis, campaign execution, SEO support, creative and design fees (can be shared also in a monthly estimation, linked to the advertisement budget). It will be the only part of the budget to be evaluated as the financial offer.

** Please note that EIT UM reserves the right not to sign the contract until its budget for 2026-2028 is confirmed (estimated before 1st January 2026). If the budget is not confirmed, the contract will not enter into force.*

The continuation of the service in each subsequent year is subject to the needs of EIT UM, a satisfactory performance review and annual budget confirmation. EIT Urban Mobility reserves the right to terminate the contract for subsequent years based on these conditions.

2.3.4 Incidental expenditure applicable only to Lot 1

The present contract contains a variable yearly budget of maximum (VAT excluded) as incidental expenditure, applicable only to Lot 1, as follows:

2026* = €10,000.00 (ex-vat)

2027* = €10,000.00 (ex-vat)

2028* = €10,000.00 (ex-vat)

The firm must indicate the incidental expenditure in the price proposal without change.

This budget cannot be used or allocated for any expert cost but can only be used during the implementation of the contract to deliver paid marketing campaigns. All quantities and deadlines for each activity shall be approved by the EIT UM marketing manager and each shipment shall be billed separately from the normal service invoice of the firm to trace the use of Incidental expenditure budget.

This budget is indicative as total, may not be fully used, and any amount not used cannot be claimed by the winner. Each cost item under Incidental Expenditure must be proposed to the marketing of EIT Urban Mobility. The cost item shall be tendered in line with EIT Urban Mobility's Procurement Manual and shall always be supported with proof documentation for best value for money selection. Prior authorisation from the designated EIT UM officer should always be acquired before spending the proposed budget. Invoice document proofs shall be kept by the supplier up to 2 years after expenditure and be handed to EIT UM upon request for audit purposes.

2.4. Methodology of work

Communications & EU affairs team supports as central team of EIT UM to the different thematic areas and innovation hubs, to disseminate and promote the different services and activities they offer.

In addition, we own and manage the main website of the company eiturbanmobility.eu and the corporate social media channels.

- Instagram
- Facebook
- LinkedIn
- X
- YouTube
- Bluesky

The selected agency or freelancer shall work in a collaborative and iterative manner, ensuring alignment with strategic objectives, brand guidelines, and performance expectations defined for the relevant Lot.

Paid digital marketing activities will be planned, executed, monitored, and optimised in an ongoing basis, with a strong focus on performance, transparency, and measurable impact. The supplier is requested to present the best operational structure for the management of the scope of work defined in 2.2 (applicable to Lot 1 and Lot 2) that they wish to handle, as well as the relevant staff/expert(s) that need to be involved for the successful completion of all deliverables and actions required.

Working model and coordination (applicable to Lot 1 and Lot 2): The supplier shall operate primarily in a remote working environment, using virtual collaboration tools for regular coordination and reporting.

Regular coordination meetings shall be held with EIT Urban Mobility and/or UMX, depending on the Lot(s) awarded, to review performance, priorities, and upcoming campaigns. All activities shall comply with GDPR requirements, internal governance rules, and the applicable brand guidelines.

In addition to the above, the methodology applicable for Lot 2 shall include:

- close coordination with the UMX team to align paid media and SEO activities with learning cycles, course launches, and enrolment periods.
- Integration of paid and organic (SEO/AI search) efforts to maximise discoverability and long-term visibility of UMX learning content.
- A performance approach focused not only on traffic and engagement, but also on learning-related outcomes, such as registrations and enrolments, where applicable.

The proposal, per Lot, is to also include:

- a. A presentation of the organisation's experience and qualifications to meet the requirements detailed above in chapters 2.1, 2.2. and 2.3.
- b. Examples of similar services provided to other companies/organisations similar to ours and the results achieved, including KPIs define to track campaigns' performance, budget dedicated for advertisement and budget dedicated for management, creatives and copy used for the campaign and the cost of it.
- c. Name and CVs (or bios) of all individuals involved in the service and a description of their involvement and more specifically on the account manager that is going to work with us. All individuals involved should have C1 level English.
- d. Financial offer: including what part of the budget will cover advertisement budget and what part will cover agency fees to manage the scope of work defined.
- e. Any other relevant information relative to the supplier's ability to perform the requirements detailed above in chapters 2.1, 2.2. and 2.3. cheaper or more efficiently.

2.5. Deliverables

As part of the support services provided, the supplier will deliver, at a minimum, the following to the EIT Urban Mobility Communications and EU affairs team and UMX team (applicable for both Lot 1 and Lot 2). If relevant, additional deliverables should be included and detailed in the proposal.

- Paid marketing plan and strategy for 2026, replicable to 2027 and 2028, as described in point 2.2.1. in the scope of work of this RFP. Set up the advertisement platforms needed for the paid marketing campaigns (including, but not limited to, LinkedIn Ads, Meta Ads, YouTube and Google Ads, that will be in control of EIT UM) and the connections needed to our digital platforms/website.
- Ad creatives and ad content needed for the paid campaigns. Individual/s responsible for ad written content, should be British English native speaker.
- Report tool to analyse on real time the performance of the campaigns launched, based on the KPIs defined (Google Looker or similar).
- Weekly touchpoints to follow up on campaign performance and needs. (most preferred option is 30min-online meeting).

- Monthly report on performance (what is working and advice for improvement areas) budget consumption and planning for next months.

Additional deliverables applicable only to Lot 2 – Urban Mobility Explained (UMX):

In addition to the core deliverables above, the supplier awarded Lot 2 shall deliver:

- SEO and organic visibility tracker: structured tracker documenting SEO audits, recommendations, actions implemented, and progress against key organic performance indicators.
- SEO and AI/LLM optimisation outputs: delivery and documentation of SEO improvements, including technical, on-page, content, and structured data optimisation, as well as actions taken to improve visibility in AI-driven and LLM-based search environments.
- Learning-focused performance insights: reporting tailored to UMX learning objectives, including insights related to course visibility, registrations, and enrolments where applicable.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	23 rd December, 2025
Deadline for clarifications submission by participants	19 th January, 2026
Deadline for submitting proposal	23 rd January, 2026
Intended date of notification of award	2 nd February, 2026
Stand still period	10 days
Intended date of contract signature	12 th February, 2026
Intended start date of the contract implementation	16 th February, 2026

3.2. Participation

Participation in this procedure is open to all interested participants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 23rd January, 2026, 16:00 Central European Time**, to:

Subject: Rfp Digital Marketing Agency for Paid Media and Organic Visibility Support

Contact name: Mr. Tomás Adelantado Olivera, Marketing Manager, at EIT URBAN MOBILITY

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

- a. The technical response to the services requested (see Section 2.2: 'Detailed scope of work')
- b. The financial offer (the price for the service.) The financial offer must be presented in **EUR**. The price must be indicated as net amount, excl. VAT)

The email including the proposal from the bidder should be sent and delivered by 23rd January, 2026, 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.

3.4. Minimum requirements

The following documents and declarations are to be submitted together with the tender by the tenderer (in case of a group of tenderers, this applies to each member). In order to be considered valid, proposals must include:

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);
- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have to submit their proposal in their offer. Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged to accept any amendment requests, proposed modifications nor contract templates.

3.5. Validity of the proposal

Tenderers are bound by its proposal 180 days after the deadline for submitting the proposal or until they have been notified of non-award.

The winners must maintain its proposal for a further 30 days to close the contract.

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

3.6. Additional information before the deadline for submitting proposals

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

Subject: Additional Information : Rfp Digital Marketing Agency for Paid Media and Organic Visibility Support

Contact name: Mr. Tomás Adelantado Olivera, (Marketing Manager) at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

No costs incurred by the tenderers in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

3.8. Ownership and confidentiality of proposals

EIT Urban Mobility retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in connections with this procurement, will be kept confidential.

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, the CA has the right for the purposes of safeguarding its financial interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

3.9. Clarification related proposals

After submission of the proposal, it shall be checked if it satisfies all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderer is or appears to be incomplete or erroneous or where specific documents are missing, the CA may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit.

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

The EIT UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document, and ensure best value for money by applying the below equation. Each Lot shall be **evaluated independently** against the applicable criteria.

The technical score is calculated based on the assessment rating below:

DESCRIPTION	SCORE
<p>Professional qualifications and experiences based on the scope of work described in 2.2, for the persons that are going to be involved in the project and more in detail, for the account manager. Applicable to Lot 1 and Lot 2.</p> <p>As evidence please provide the CV of the proposed Account Manager and relevant team members to be involved in the project.</p> <p>Based on this evidence the tenderer will be scored as follows:</p> <ul style="list-style-type: none"> ➤ 10 or more years of experience for the person managing the account will receive 20 points ➤ 7-9 years will receive 10 points ➤ 5-6 years will receive 5 points 	<p>Max. 20 points</p>

<p>Campaign Experience</p> <p>The tenderer shall provide references for three (3) successful campaigns delivered within the last five (5) years, using the marketing channels listed below, for organisations comparable in nature and scope to EIT Urban Mobility.</p> <p>For each reference submitted, it must include the following information:</p> <ul style="list-style-type: none"> - KPIs defined to track performance - Explanation of why the campaign is considered successful and key learnings - Examples of creatives and copy used - Breakdown of the budget, indicating the proportion allocated to media spend (advertising) and the proportion allocated to management and creative costs <p>(Note: Points are awarded only where the above information is clearly and fully provided.)</p> <p>Based on the references provided the tenderer will be scored, to a max of 60 points, on each as follows:</p> <ul style="list-style-type: none"> ➤ Paid search campaigns = 20 points ➤ Paid social campaigns = 20 points ➤ Other paid digital media campaigns (e.g. display advertising) = 20 points <p>This requirement is applicable to both Lot 1 and Lot 2.</p>	<p>Max. 60 points</p>
<p>Methodology Applicable to Lot 1 and Lot 2</p> <p>Description of:</p> <ul style="list-style-type: none"> • Overall methodology which will be used to achieve the creation and implementation of achievable, successful and market-relevant paid digital marketing campaigns. • Channels strategy. • Audience segmentation recommended per channel. • Budget plan (excel plan per months is ok): <ul style="list-style-type: none"> - Ad investment (if needed per channels). - Management fees required. - Creatives and content fees required. • Deliverables that will be generated as per point 2.5. <p>Proposals that cover all these aspects with the highest and most relevant level of detail will receive the highest ranking.</p> <ul style="list-style-type: none"> ➤ The highest ranking will receive 20 points 	<p>Max. 20 points</p>

<ul style="list-style-type: none"> ➤ 2nd will receive 10 points ➤ 3rd will receive 5 points ➤ 4th will receive 1 point 	
<p>Methodology Applicable to Lot 2 only</p> <p>The proposed methodology in the proposal should outline how the supplier will:</p> <ul style="list-style-type: none"> • Asses UMX's current organic visibility across traditional and AI-driven search platforms. • What will be included in regular SEO audits (technical SEO, on-page optimisation, content structure, and site architecture etc). • Perform keyword, topic, and entity research aligned with urban mobility education, professional training • Strengthen topical authority, support course discoverability, and align with user intent. • Maintain and improve technical SEO integrity, including performance, indexing, structured data, and migration risk management. • Address AI-driven search and LLM visibility <p>Proposals that cover all these aspects with the highest and most relevant level of detail will receive the highest ranking.</p> <ul style="list-style-type: none"> ➤ The highest ranking will receive 20 points ➤ 2nd will receive 10 points ➤ 3rd will receive 5 points ➤ 4th will receive 1 point 	<p>Max. 20 points</p>
<p>Language requirements</p> <p>British English is required for all the communications.</p> <p>Minimum C1 level is required, those that include proven certification will receive 10 points.</p> <p>Applicable to Lot 1 and Lot 2</p>	<p>Max. 10 points</p>

The applicable award criteria will be weighted as follows:

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

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 60%)

Evaluation of the technical content will be carried out following the below sub-criteria:

I. Technical capacity of the Tenderer (maximum score: 130)

B. Financial offer (maximum weighted score: 40%)

The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.

For the evaluation of the financial offer, only the part of the budget dedicated for the agency fees, will be considered to evaluate (budget dedicated for advertisement will be excluded of the evaluation). The lowest offered price shall receive the highest score (40), others shall be calculated in relation to that in linear equation.

4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 60%/40% basis, i.e.

Total technical score: max. 130 (weight: 60%)

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

Total score: max. 94 (total technical score x 0,6 + total financial score x 0,4)

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

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

4.4. Signature of contract(s)

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

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

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

4.5. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT Urban Mobility will notify the tenderers of the cancellation. In no event shall EIT Urban Mobility be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Urban Mobility has been advised of the possibility of damages.

4.6. Appeals / Complains

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

4.7. Ethics clauses / Corruptive practices

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

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

4.8. Safeguarding of EU's financial interest

The potential or actual supplier should accept that during the implementation of the contract and for four years after the completion of the contract, EIT Urban Mobility has the right for the purposes of safeguarding the EU's financial interests, the proposal and the contract of the supplier may be transferred to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

Annexes

1.1. Annex 1 – Service Agreement

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is hereby made by and between:

EIT KIC URBAN MOBILITY S.L.U, a private limited company, having its registered office and place of business at Carrer de 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, 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.
- 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:

Structure of the Agreement and precedence

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

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

Annex 1 contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT UM from Supplier under this Agreement.

In case of discrepancy between the description of Services and time schedule in the EIT UM Tender and the description of Services and time schedule in Annex 1, the EIT UM Tender shall prevail. In case of discrepancy between a provision in the body and a provision in Annex 1, the provision in the body shall prevail unless the deviating provision in Annex 1 states expressly that it is specifically agreed by both Parties as being in deviation of a specific provision of the body and refers clearly to the provision of the body concerned.

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

Supplier does not commit to provide the Services exclusively to EIT UM, unless and to the extent provided in Annex 1 for certain specific types of Services.

The contractual relationship between EIT UM and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT UM is therefore not bound by and expressly rejects Supplier's general conditions of services and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

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

With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under Annex 1 for EIT UM under this Agreement, within the time schedule specified under Annex 1.

Supplier agrees to perform the Services by exercising due skill, speed, and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement and shall make every effort to the best of Supplier's abilities to serve the interests of EIT UM as much as possible.

Supplier is free to organise the way it provides the Services and the timing thereof autonomously and at its own discretion without supervision or authority of EIT UM, (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under Annex 1, and (ii) subject to specific requirements as may be stated in Annex 1 regarding the way the Services shall be provided. Supplier may conduct its business activities from its own premises but may be requested to operate from EIT UM's premises whenever it is necessary for the performance of the Services. Supplier shall arrange their own travel, should they need to travel in order to perform the Services. When performing the Services, Service Provider shall use its own tools and materials, work forces. Supplier shall be fully responsible for the proper execution of this Agreement in all respects.

Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Services. Additional requirements relating to personnel may be provided in Annex 1, as the case may be.

Unless otherwise specifically provided under Annex 1, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to 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.

In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 0 below), Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under

conditions specified under Annex 1. Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by EIT UM separately.

If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in Annex 1, Supplier shall notify EIT UM hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UM.

Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a performance certificate after completion of Services. Should EIT UM fail to reject part, or all of the Services provided within fifteen (15) (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re-perform the rejected (part of the) Service promptly (but no later than five (5) calendar days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Supplier for such Services.

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

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

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

For EIT UM	For Supplier
Name:	Name:
Phone:	Phone:
E-mail:	E-mail:

Compensation, invoicing and payment, expenses

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

Supplier may only charge the amounts under Article 0 corresponding to the delivered Services, after acceptance of such Services by EIT UM.

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

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

- (a) the name and address of Supplier
- (b) the VAT identification number of Supplier
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM has accepted them pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
- (i) the nature and type of Services supplied
- (j) the following data for every VAT tariff or exemption:

the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)

in case of advance payment: the date of payment, if this is different from the invoice date

the amount of VAT

By deviation to Article 0, Supplier may charge the amounts under Article 0, at the beginning of each (quarterly, monthly, or other) period specified in Annex 1, if such alternative is specifically agreed by EIT UM in Annex 1. In such a case, requirements of Article 0 shall apply to each regular invoice.

The payment term applying to Supplier invoices fulfilling the requirements of this 0 is fixed in Annex 1.

All amounts corresponding to the compensation per Service, as fixed in Annex 1, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 0 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

Supplier may charge expenses to EIT UM, to the extent Annex 1 provides for such possibility. Expenses shall only be paid if EIT UM has given its written approval prior to Supplier incurring said costs.

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

Supplier hereby unconditionally accepts that EIT UM has the right to set off any amount that EIT UM owes to Supplier under this Agreement, with any amount Supplier owes to EIT UM under this Agreement or any other agreement.

Taxes, other contributions, no employment agreement and related indemnification

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

If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT UM, which taxes shall be paid by EIT UM in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.

In addition to Articles 0 and 0, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance

contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called “**Contributions**”).

Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT UM and nothing contained in the Agreement is intended to create a partnership, joint venture, or employment relationship between the Parties irrespective of the extent of economic dependency of Supplier on EIT UM.

Supplier shall indemnify and keep EIT UM harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

Intellectual property, ownership and licensing, IP infringement indemnification

“**Intellectual Property Rights**” or “**IP**” shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations, or re-issues of the foregoing.

Unless expressly specified otherwise in Annex 1, should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results (“**Deliverables**”), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT UM.

In addition to Article 0, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title, or interest in any of these items nor any trademark or trade name from EIT UM.

By exception to Article 0, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier (“**Background IP**”).

Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to EIT UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.

Supplier shall not, without EIT UM' prior written consent, publicly make any reference to EIT UM, whether in press releases, advertisements, sales literature or otherwise.

Unless expressly specified otherwise in [Annex 1](#),

Supplier shall indemnify and hold harmless EIT UM, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT UM, shall defend any such claim at Supplier's own expense. By "**Affiliates**" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT UM, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.

EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.

If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT UM, but at its own expense: either 1) procure for EIT UM or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non- infringing equivalent.

If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

"**Confidential Information**" means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as "confidential" or "proprietary" or words of similar import when disclosed, and (b) is orally

disclosed and is summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

During the period beginning on the Effective Date (as specified in Annex I) and continuing for a period of five (5) years thereafter (the “**Confidentiality Period**”), Supplier agrees not to: (i) use EIT UM’ Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UM Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners’ employees who (A) have a legitimate “need to know” to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Supplier shall protect EIT UM’ Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature.

Supplier’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to 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.

Supplier is not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT UM or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.

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

Supplier shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to EIT UM in

good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

For the purpose of this Agreement,

- **“Personal Data”** shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT UM current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors;
- **“Processing”** shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb **“Process”**).

Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:

- (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.

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 O.

Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses, and claims arising out of a breach of this O.

Liability, indemnification, insurance

Supplier shall indemnify and hold harmless EIT UM, its Affiliates, agents and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Supplier to EIT UM under the Agreement.

Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to EIT UM immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT UM and shall pay its insurance proceeds to EIT UM and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Supplier or any other insurance. EIT UM shall be entitled to take legal action against Supplier.

Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.

Subject to Article O, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall

EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

Subject always to Article 0, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

Suspension, termination of the Agreement

The Agreement is entered into as from the Effective Date (as specified in Annex 1) and shall end by operation of law, without the requirement of prior notice of termination, on the date the last of the Services have been delivered by Supplier, accepted, and paid by EIT UM (the “Term”).

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

- (a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Supplier files a petition for bankruptcy or is declared bankrupt; or
- (e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Supplier enters into voluntary or judicial liquidation;
- (g) the business of Supplier ceases to exist or control, or ownership is taken over by a third party;
- (h) as a result of the termination of the European programme(s) which requested EIT UM to enter into this Agreement (as the case may be).
- (i) in case EIT UM does not sign a grant agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 1st January 2026. Should such lack of signature occur, EIT UM shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date

included in the notice of suspension lift or (ii) 31st March 2026. If lifted, suspension will not alter the original termination date of the agreement. Should EIT UM not have assigned a Grant Agreement with EIT by 31st March 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

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

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

- (a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in O or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right to transfer the tender proposal and the Agreement with Supplier to: (i) internal audit services; (ii) the EIT; (iii) the European Court of Auditors; (iv) the Financial Irregularities Panel or; (v) the European Anti-Fraud Office, for the purposes of safeguarding the EU's financial interests.

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.

Miscellaneous

All notices given under this Agreement shall be given in writing. Any subsequent change of address shall be promptly notified by the Party concerned to the other Party and embodied in an amendment to the preamble of this Agreement.

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. EIT UM shall be entitled to immediately terminate the Agreement by written notice to Supplier if the context of the non- performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Services to be supplied.

Supplier shall not transfer, pledge, or assign any of its rights or obligations under the Agreement without the prior written consent of EIT UM. Any such pre-approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

The rights and remedies reserved to EIT UM are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

Neither the failure nor the delay of EIT UM to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UM to enforce each and every provision of the Agreement.

No course or prior dealings between the Parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.

No waiver, consent, modification, or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT UM and Supplier.

In the event that any provision(s) of this Agreement shall be held invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding, or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful, or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.

The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the EIT UM ordering entity is located, as applicable.

Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the 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 0 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

If so chosen by EIT UM in accordance with Article 0, any dispute, controversy, or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Article 0.

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

Drawn up on [DATE]

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

CFO

[company name]

[name of representative]

[position of representative]

Annex 1 to the Services Agreement

In addition to the general terms and conditions specified in the body of the Service Agreement, the Parties hereby agree on the following specific conditions and details:

Description and timing of the Services subject to the procurement procedure (as per Article 0 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 0 of the Agreement) covered by the Agreement:

- Task 1
- Task 2

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

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

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]

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

Payment term (expressed in calendar days)	30 days
---	---------

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] *

*Without prejudice of other grounds of termination of the Agreement, the Agreement may be suspended or terminated, with immediate effect without incurring any penalty or compensation, in case (a)EIT UM does not sign a grant

agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 1 January 2026. Should such lack of signature occur, EIT UM shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date included in the notice of suspension lift or (ii) 31st March 2026. If lifted, suspension will not alter the original termination date of the agreement. Should EIT UM not have assigned a Grant Agreement with EIT by 31 March 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation

Annex 2 to the Services Agreement

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.

1.1 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 fulfil 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

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

2.2 The Data Processor shall:

- 2.2.1 Comply with all applicable data protection laws in the processing of EIT UM's Personal Data;
- 2.2.2 Not process EIT UM's Personal Data other than on the relevant EIT UM's documented instructions 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.
- 2.2.3 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.
- 2.2.4 Describe the specifications of the processing: subject-matter, duration nature and purpose of the processing, the type of personal data, categories of data subjects and the subcontracted processing, according to **Exhibit A**.
- 2.2.5 If applicable, keep a written record of all categories of processing activities carried out on behalf of 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.

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

The Data Processor may communicate the Personal Data to other processors of the same EIT UM, in accordance with 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

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

4. Security

- 4.1** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the 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.
- 4.2** 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.
- 4.3** 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

- 5.1 The Data Processor shall not outsource the provision of any of the services to be performed under this Data Processing Agreement which involve the processing of Personal Data, except for ancillary services needed for the normal operation of the Data Processor's services.
- 5.2 When it is necessary to outsource any processing, EIT UM shall be informed by written means of this fact in writing 15 days in advance, and receive an indication of the processing that is intended to be outsourced and identify clearly and unambiguously the subcontractor and its contact details. The outsourcing may be undertaken only if the EIT UM approves it.
- 5.3 The subcontractor, who will also be a processor, shall be obliged to comply with the 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

- 6.1 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).

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

7. Personal Data Breach

7.1 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.

7.2 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.

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

- a) Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;
- b) The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;
- c) Description of the possible consequences of the Personal Data breach;
- d) Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

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

8. Data Protection Impact Assessment and Prior Consultation

- 8.1 The 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

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

10. Audit rights

- 10.1 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

- 11.1 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

12.1 Confidentiality. Each Party must keep this Data Processing Agreement and the information it receives about the other Party and its business in connection with this Data Processing Agreement confidential and must not use or disclose that confidential information without the prior written consent of the other Party except to the extent that:

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

12.2 Notices. All notices and communications given under this Data Processing Agreement must be in writing and will be delivered personally, sent by email to the email address set out in the Agreement.

Exhibit A

1. Description of Personal Data processing

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

1.2. 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

1.3. 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

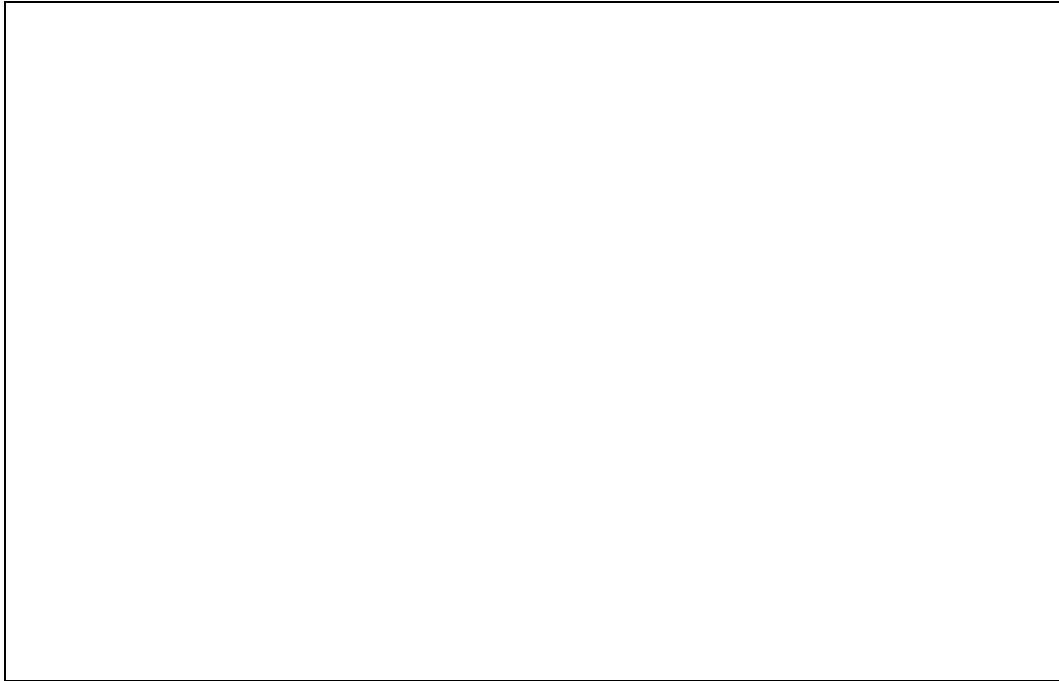
3. Duration

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)



1.2 Tenders Submission Form

Tender Submission Form

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

1. Tender submitted by

Name of legal entity	< <input type="text"/> >
Registered address	< <input type="text"/> >
VAT/Tax registration number	< <input type="text"/> >
Company registration number	< <input type="text"/> >

2. Contact person

Name	<input type="text"/>
Address	<input type="text"/>
Telephone	<input type="text"/>
E-mail address	<input type="text"/>

3. Statement

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

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

Signed:

[Signature of representative]

[Position of representative]

1.3 Tenders Declaration Form

<Date>

<Name and address of Contracting Authority >

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

TENDERER'S DECLARATION

Dear Sir/Madam,

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

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

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

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

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

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

Yours faithfully,

<Signature of authorised representative>

1.4. Annex 2 : Lot 1 - Corporate Paid Digital Marketing Support

1. Purpose

This Annex defines the Key Performance Indicators (KPIs) applicable to the digital marketing services delivered under Lot 1 of this contract. The KPIs establish expected performance levels and provide a transparent framework for monitoring, evaluation, and decision-making regarding the continuation of the contractual relationship.

2. Budget Assumptions

The KPI targets set out in this Annex are based on **an indicative annual paid media budget of EUR 40,000 (VAT excluded)**. Final KPI targets will be reviewed and adjusted proportionally once the final budget is formally agreed in writing between the Supplier and EIT Urban Mobility.

3. Measurement Sources

For the avoidance of doubt, the following measurement sources shall apply:

- **Advertisement platforms and Analytics Tools**

These tools shall serve as the primary source for calculating the following KPIs:

- Impressions
- Clicks
- Average Cost per Click (CPC)
- Conversions (leads, downloads, registrants)
- Cost per Action (CPA)

Differences between data sources may occur due to attribution models, tracking methodologies, or platform limitations and shall be considered acceptable.

4. Performance Tolerance

A performance tolerance of **no greater than minus ten percent (-10%) per KPI** is permitted where the Supplier can demonstrate, to EIT Urban Mobility's reasonable satisfaction, that external factors beyond the supplier's control (including but not limited to advertising platform changes, algorithm updates, or technical issues) have materially affected campaign performance.

5. Indicative KPI Targets if budget is €40,000*

Time period	Budget	Impressions	Clicks	CPC	Conversions	Cost Per Action
Annual	40,000 EUR	2,500,000	27,000	1,4€	700	57 Euros

*Please note this budget number is only an indicative number and KPIs will be adjusting according to budget

6. KPI Review and Adjustment

KPI performance shall be reviewed periodically by EIT Urban Mobility in collaboration with the Supplier. KPI targets may be adjusted by mutual written agreement where changes in budget, scope, or external market conditions materially affect the assumptions underlying the KPIs.

7. Consequences of Non-Performance

Failure by the Supplier to meet the KPI targets defined in this Annex, taking into account the permitted tolerance margin described in Section 4 and any agreed adjustments under Section 6, may result in the **non-continuation or non-renewal of the contract** at during the applicable contract period.

EIT Urban Mobility reserves the right to assess overall performance holistically, including consideration of documented external factors beyond the Supplier's control and any evidence provided by the Supplier to justify underperformance.

This provision is without prejudice to any other rights or remedies available to UMX under the contract or applicable law.

Paid Marketing plan applicable to Lot 1:

2026	Channels	Accountability	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Budget 2026 (with VAT)	Budget 2027 (with VAT)	Budget 2028 (with VAT)
Always on campaigns																
Brand Protection	Search	HQ												€ 5,820	€ 5,820	€ 5,820
	Pmax	Google grant												€ -	€ -	€ -
Mobility innovators	Paid social	HQ												€ 12,000	€ 12,000	€ 12,000
Support to Startups	Pmax	Google grant												€ -	€ -	€ -
	Paid search	IV												€ 3,500	€ 3,500	€ 3,500
Mobility solutions	Paid search	HQ												€ 3,000	€ 3,000	€ 3,000
	Paid social													€ 7,000	€ 7,000	€ 7,000
Partnership (B2B)	Pmax	HQ												€ -	€ -	€ -
	Paid social													€ 12,000	€ 12,000	€ 12,000
Marketplace	Pmax	Google grant												0	0	0
Masterschool	Pmax	Google grant												0	0	0
	Paid search	KTH														
Seasonal campaigns																
Innovation calls	Paid social	HQ												€ 6,000	€ 6,000	€ 6,000
TMWC	Paid social	HQ												€ 5,000	€ 5,000	€ 5,000
Studies (TIS)	Paid social	HQ												€ 8,000	€ 8,000	€ 8,000
Impact report	Paid social	IV												€ 1,500	€ 1,500	€ 1,500
IV calls	Paid social	IV												€ 10,000	€ 10,000	€ 10,000
Jumpstarter	Paid social	Xkick												€ 5,000	€ 5,000	€ 5,000
European mobility week	Paid social	HQ												€ 1,500	€ 1,500	€ 1,500
Sponsored posts	Paid social	HQ												€ 5,000	€ 5,000	€ 5,000
RIS hub	Paid social	RIS												€ 2,370	€ 2,370	€ 2,370
Total (incl. VAT)														€ 87,690.00	€ 87,690.00	€ 87,690.00

These are the campaigns already planned for 2026 for LOT 1, segmented by those campaigns that will be live all year (always on) and the campaigns that will be live only during the periods marked in the calendar (seasonal). Budget and channels strategy is already planned, but it might change during the year as we implement the plan. Also, this plan can change for the following years (2027, 2028) New campaigns can be added, or budget can be redistributed.

1.6. Annex 3 : Lot 2 - UMX Paid Marketing Campaigns Key Performance Indicators (KPI Framework)

1. Purpose

This Annex defines the Key Performance Indicators (KPIs) applicable to the digital marketing services delivered under Lot 2 of this contract. The KPIs establish expected performance levels and provide a transparent framework for monitoring, evaluation, and decision-making regarding the continuation of the contractual relationship.

2. Budget Assumptions

The KPI targets set out in this Annex are based on **an indicative annual paid media budget of EUR 11,850 (VAT excluded)**. Final KPI targets will be reviewed and adjusted proportionally once the final budget is formally agreed in writing between the Supplier and Urban Mobility Explained (UMX).

3. Measurement Sources

For the avoidance of doubt, the following measurement sources shall apply:

- **Agency Reporting and Analytics Tools**

These tools shall serve as the primary source for calculating the following KPIs:

- Impressions
- Clicks
- Average Cost per Click (CPC)
- Course Enrolments
- Cost per Action (CPA)

- **UMX Google Analytics**

- Course Enrolment

Google Analytics shall be used exclusively to report and validate course enrolments. Data from Google Analytics shall not be used to calculate CPC or CPA.

Differences between data sources may occur due to attribution models, tracking methodologies, or platform limitations and shall be considered acceptable.

4. Performance Tolerance

A performance tolerance of **no greater than minus ten percent (-10%) per KPI** is permitted where the Supplier can demonstrate, to UMX's reasonable satisfaction, that external factors beyond the Supplier's control (including but not limited to advertising platform changes, algorithm updates, or technical issues) have materially affected campaign performance.

5. Indicative KPI Targets if budget is €11,850.00*

Time period	Budget	Impressions	Clicks	CPC	Course Enrol	Cost Per Action
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Annual	11,850 EUR	5,000,000	34,000	0.43	440 (Agency reporting tool) 300 (Google Analytic)	30 Euros (agency reporting tool)
Monthly	987.5 EUR*	416,600	2833	0.43	37 (Agency reporting tool) 25 (Google Analytic)	30 Euros (using agency reporting tool)

*Please note this budget number is only an indicative number and KPIs will be adjusting according to budget

6. KPI Review and Adjustment

KPI performance shall be reviewed periodically by UMX in collaboration with the Supplier. KPI targets may be adjusted by mutual written agreement where changes in budget, scope, or external market conditions materially affect the assumptions underlying the KPIs.

7. Consequences of Non-Performance

Failure by the Supplier to meet the KPI targets defined in this Annex, taking into account the permitted tolerance margin described in Section 4 and any agreed adjustments under Section 6, may result in the **non-continuation or non-renewal of the contract** at during the applicable contract period.

UMX reserves the right to assess overall performance holistically, including consideration of documented external factors beyond the Supplier's control and any evidence provided by the Supplier to justify underperformance.

This provision is without prejudice to any other rights or remedies available to UMX under the contract or applicable law.