

Request for Proposals

Pool of E-Learning Professionals for Online Courses – Urban
Mobility Project '26-'28

EIT UM - Mobility for more liveable urban spaces

EIT UM KIC LE (“Contracting Authority” or “CA”)

Carrer de Pamplona, 104,

08018 Barcelona

Spain

13th January 2026

eiturbanmobility.eu

Contents

1. Overview of EIT UM	3
2. General Objectives and Scope of Work.....	4
2.1. General objectives.....	4
2.2. Detailed scope of work	5
2.3. Location, timing, planning and reporting.....	13
2.3.1 Start date & period of implementation	13
2.3.2 Location	14
2.3.3 Payment terms	14
2.4. Methodology of work.....	16
2.5. Deliverables	16
3. Proposal Process	16
3.1. Proposal Schedule	16
3.2. Participation	17
3.3. Submission of proposal.....	17
3.4. Minimum requirements.....	18
3.5. Validity of the proposal.....	18
3.6. Additional information before the deadline for submitting proposals	18
3.7. Cost for preparing proposals	19
3.8. Ownership and confidentiality of proposals	19
3.9. Clarification related proposals.....	19
3.10. Negotiation about the submitted proposal	Error! Bookmark not defined.
4. Evaluation of proposals.....	19
4.1. Exclusion criteria	19
4.2. Award criteria	20
4.3. Selection of the suppliers.....	26
4.4. Signature of contract(s)	26
4.5. Cancellation of the proposal procedure	26
4.6. Appeals / Complains.....	26
4.7. Ethics clauses / Corruptive practices.....	26
4.8. Safeguarding of EU's financial interest	27

Annexes	28
1.1 . Annex 1 – Service Agreement	28
1.2 Tenders submission form	55
1.3 Tenders declaration form	57

1. Overview of EIT UM

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

EIT UM 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 UM 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, the EIT UM S.L is focused on entrepreneurship and is at the forefront of integrating education, EIT business developers and engineers, researchers, and business by bringing together students, research 5 Limited Liability, (This is done in a pan-European network of Co-Location Centers (CLCs). entrepreneurs and Spain and the Netherlands, Denmark, Czech Republic, Companies respectively based in Germany the EIT UM 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 UM, hereinafter being referred to as “EIT UM”, is seeking qualified experts, individuals or companies, (hereinafter referred to as “Suppliers”, “Tenderers” or “Providers”), to support the Competence Hub's Digital Learning projects in 2026, 2027 and 2028. EIT UM is primarily seeking skilled e-learning professionals who bring together diverse expertise to create high-quality online learning experiences, working in a collaborative environment.

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

EIT UM is requesting proposals from suppliers to support the following Work Packages (WP):

- Work Package 1 - Online Course Development and adaptation (self-paced and blended)
- Work Package 2 - Translation Services

The purpose of this procurement procedure is to establish a readily available pool of qualified e-learning suppliers to support the ongoing activities of the Competence Hub for each Work Package through a multiple-award process. Selection as part of the pool of E-learning professionals does not guarantee project assignments, however, shortlisted candidates may be contracted by EIT UM on a project-by-project basis, based on their specific expertise and the needs of each individual project, regardless of the type of work package concerned.

Depending on the project requirements, suppliers may be responsible for the end-to-end delivery of a project or for specific activities only. The exact tasks and scope of work for each project will be defined on a case-by-case basis during the project definition stage.

This procurement procedure is open to both freelancers and legal entities. To apply, Suppliers (individuals or companies) must demonstrate their ability to contribute to the objectives outlined in one or both Work Packages specified in this Request for Proposal.

Evaluation will be based on the criteria detailed in Section 4.2, including professional experience (through a submitted portfolio and/or curriculum vitae) and demonstration of quality of work and project management skills. Suppliers are encouraged to include any additional relevant information.

2.2. Detailed scope of work

Work Package 1 - Online Course Development and adaptation (self-paced and blended)

This work package is intended for e-learning professionals to support the creation of online content published by the EIT UM Competence Hub. Based on the identified needs of EIT UM, the Competence Hub aims to:

1. Develop new courses.
2. Adapt existing content.

The specific tasks assigned will depend on the type of project and its delivery format (self-paced or blended) and will be defined at the start of each project according to the specific needs expressed by EIT UM.

The Supplier must adhere with the following requirements provided by EIT UM below and is responsible for ensuring the quality of all deliverables at every stage of the project:

- [Course specifications](#)
- [UMX Branding guidelines](#)
- **Web accessibility requirements**, including compliance with:
 - the [European Accessibility Act \(Directive \(EU\) 2019/882\)](#)
 - relevant technical standards such as [WCAG 2.1 Level AA](#)

These requirements may evolve during the period of the contract due to changes in legal and regulatory frameworks, updates to technical standards and digital accessibility guidelines, advances in learning technologies, or shifts in EIT UM priorities; the Supplier must remain informed of such developments and ensure that all deliverables continue to comply with the latest specifications, branding, and accessibility standards.

The preferred authoring tools for the online courses are **Articulate Rise 360** for course content and **Articulate Storyline** for interactive activities. Video content shall be embedded via the EIT UM Vimeo repository, with Vyond used for animated formats where applicable.

The Competence Hub will assess the supplier's capability to include in the content created Learning Design and Learner-Experience best practices. This includes the integration of advanced interaction elements and the use of innovative features and technologies aimed at fostering engagement in asynchronous courses.

Examples of such learning design actions and elements include, but are not limited to:

- Scenario-based and problem-based learning activities, including simulations and decision-making challenges.
- Interactive and adaptive learning activities such as knowledge checks with feedback, branching scenarios etc.
- Interactive video formats, such as micro-learning video sequences, 360-degree videos, animated explainers (e.g. Vyond or similar tools) etc.
- Interactive visual and multimedia elements designed to reinforce learning objectives and support knowledge transfer (e.g. clickable infographics, dynamic maps, timelines, or data visualisations).
- Support resources and job aids, such as downloadable toolkits, checklists, templates, quick-reference guides, decision trees, process maps, and practical tools designed for on-the-job application.

Should the Supplier identify tools or software that are not currently in use by EIT UM, this shall be communicated to EIT UM for assessment and potential acquisition.

The following sections outline the standard process for developing new self-paced online courses, as well as the scope of services for adapting existing learning materials.

New online course (self-paced)

The selected supplier will act as the overall project lead for EIT UM, supervising the entire production of self-paced online courses—from initial instructional design through final review, and handover of the deliverables to EIT UM.

The supplier will be responsible for coordinating all project activities, including managing the collaboration, deliverables, and timelines of the Subject Matter Expert (SME) identified and contracted by EIT UM.

Specific tasks may be defined at the start of each project, depending on the topic and current market needs, as expressed by EIT UM. Full details regarding these requirements will be shared with the supplier once the proposal has been validated and prior to the signature of the Service Agreement.

The new course creation follows a six-phase structure outlined below:

- Phase 1. Analysis and definition
- Phase 2. Module 1 prototype

- Phase 3. Instructional Design & video preproduction
- Phase 4. Visual Development, video production and course Implementation
- Phase 5. Final Handover
- Phase 6. Course evaluation and improvement

This process serves as a reference and may be adapted depending on the specific needs, context, or requirements of each course.

The review and validation process for each phase of the course development is structured as follows:

- Preparation and SME Validation
 - The supplier prepares the deliverable in collaboration with the Subject Matter Expert (SME).
 - The deliverable must be reviewed and validated by the SME before submission to EIT UM.
- EIT UM Pre-Review
 - Once the deliverable is submitted, EIT UM will review it directly within the pre-production platform, providing initial comments and feedback.
 - Adequate time must be allowed for EIT UM to complete this review before the scheduled review meeting.
- Review Meeting
 - A review meeting will be held at the end of each phase, including the supplier, EIT UM, and the SME.
 - During this meeting, all comments and feedback are discussed and clarified.
- Implementation of Feedback
 - Following the review meeting, the supplier implements the agreed changes in the pre-production platform.
 - The updated deliverable is validated again by the SME before re-submission to EIT UM.
- EIT UM Approval
 - EIT UM approval is granted once the deliverable meets the expectations and requirements agreed at the beginning of the project.
 - If further feedback is necessary, an additional review round may be conducted following the same process.

To ensure project efficiency, the number of review rounds is expected to be limited to two standard rounds per phase. Any further rounds will be scheduled only upon request by one of the parties and with mutual agreement on scope and timing.

The following provides a detailed description of each phase in the new online course creation process:

Kick-off meeting

The course creation process starts with a kick-off meeting organised by EIT UM with the relevant e-learning agency and SME(s). Agenda of the kick-off meeting:

- Introduction and clarification of roles and responsibilities within the project.

- Review of the course production process and resources provided by EIT UM, EIT UM expectations in terms of content, learning experience and project management, and mutual validation of the project timeline.
- Discussion of course content, learning objectives, and clarification of any questions or uncertainties.
- Alignment on the Learning Path document, which constitutes Phase 1 of the e-course production.

Expected Outcomes:

- Scheduling of the initial steps for course production:
 - First one-to-one session between the e-learning supplier/agency and the SME.
 - Delivery date for the Learning Path document.
- Scheduling of the next joint project meeting.

1. Analysis and definition of the course.

In this phase, the supplier will facilitate discussions with the Subject Matter Expert (SME) through multiple Preliminary Knowledge Exchange Meetings to precisely define the course focus, structure, learning outcomes, and other essential details.

In collaboration with the SME, the supplier will identify primary content sources and gather the raw materials to be used. This phase includes desk research (primarily conducted by the SME) and culminates in the production of a comprehensive “Learning Path” document.

The Learning Path document is the deliverable and will detail the following:

- Course Audience: Define the target learners.
- Course Learning Objectives: Outline the goals and expected outcomes for learners.
- Course Structure: Develop a modular breakdown, including:
 - Modules and lessons with specific learning outcomes and descriptions
 - Learning resources and activities
 - Identification and coordination of guest speakers/interviewees, if applicable

All deliverables must be approved by the SME before submission to EIT UM and shared with EIT UM at least two working days before the scheduled review meeting.

2. Prototype Module and check-point revision

The supplier shall then produce a prototype of the first Module of the course in coordination with the SME. The prototype should be aligned with EIT UM course specifications (course narrative, format, accessibility practices, etc.) and elements agreed during the phase 1 (structure, learning objectives, audience etc.).

The deliverables are:

- The prototype module content in text format
- The visuals for the prototype (images, graphics, tables, animations, etc.)
- The videos scripts and main speaker draft video (interview or video)
- An infographic draft

- The module evaluation
- The prototype module builds in a pre-production platform, and including all the relevant assets mentioned above (we prefer for the provider to use its own pre-production platform. In case this is not possible, it should be detailed in the proposal).

All deliverables must be approved by the SME before submission to EIT UM and shared with EIT UM at least three working days before the scheduled review meeting.

This step is a checkpoint, that will be used by EIT UM to determine if the quality meets the required standards to justify the production of the full course. If this is not the case and no remedial measures can be agreed upon, the production of the full course will be cancelled. In such circumstances the supplier will be compensated for the work undertaken to produce the prototype unit, based on the costs incurred by the supplier, provided these costs are fully detailed, justified, and reasonable.

3. Content creation of the entire course

Once the prototype of the first Module is approved by EIT UM, the supplier will produce all the modules with the SME's feedback and support, providing a detailed and proof-read script of the modules (text and draft of the other module assets). This implies that the prototype module might be modified based on the development of the rest of the course and will be re-validated in phase 3 with the rest of the course.

All video scripts, storytelling, activities, animation description, video plan proposal and guest speaker's list must be included in the delivery.

The deliverables are:

- The course content in text format
- The video plan proposal, including a guest speaker list
- The videos scripts
- The infographics and downloadable documents ("job aid") draft
- The course activities and animation descriptions.
- The module evaluation
- The course final quiz

All deliverables must be approved by the SME before submission to EIT UM and shared with EIT UM at least five working days before the scheduled review meeting.

The supplier will ensure that the review/feedback work on each asset will be undertaken in the pre-production platform and organised firstly with the SME and then, once it has been approved by him, send to EIT UM.

Once the course content has been fully approved by EIT UM, the text (narrative) previously approved in phase 3 should be finalised and only be reviewed in case of inconsistency.

4. Visuals, interactions, and activities production

The supplier will develop and assemble the entire course elements in the pre-production platform previously approved by EIT UM. The supplier will provide and create all relevant assets (visuals, infographics, animation, videos, activities and downloadable documents etc.).

The supplier will prepare, produce, or supervise the entire cycle of video production (including pre and postproduction) of the approved videos which encompasses interviews with the SME, other expert interviews, and any additional approved video content, such as video animations. The design of intro/outro, music and other key aspects of all video assets must be approved by EIT UM.

Any additional costs incurred by the Supplier due to failure to obtain EIT UM's approval for a specific audiovisual component of a video, resulting in the need to redo part or all of the work, shall be borne exclusively by the Supplier.

The deliverables are:

- Preview links to all modules assembled in the pre-production platform including the visual assets (visuals, infographics, animation, activities and downloadable documents etc,)
- Preview links of all the videos in production platform including the video teaser
- Course landing page elements (title proposals, image, course description short and long, course objectives, audience, biography and photo of the course instructor, duration of the course, number of modules,
- Updated Learning path
- Possible marketing and promotion elements

All deliverables must be approved by the Content Expert before submission to EIT UM and shared with EIT UM at least five working days before the scheduled review meeting.

The Supplier shall ensure that all review and feedback activities for each asset are carried out within the pre-production platform and are first coordinated with the academic supervisor. Once approved by the academic supervisor, the assets shall then be submitted to EIT UM for review.

5. Course handover

Once all the course assets have been validated by EIT UM, the supplier will create and send a first SCORM file to EIT UM to test the integration in the final platform as well as navigation. Once this is reviewed, the supplier will build the rest of SCORMs and EIT UM will test each one of them as well as all external elements and activities that are not part of the SCORMs (assessments, quizzes, etc).

The deliverables are:

- Course scorms (one for each module and the final quizz)
- Access to the pre-production platform files
- The learning path document updated
- Course final texts in a word document
- Videos files including raw videos, videos projects files and videos exports (.mp4)
- Videos subtitles in English
- Infographics and visuals documents
- Animations original files and exports
- Quizzes and activities
- Copyright and asset register excel, including GDPR forms signed by content participants to the course (guest speakers)

The deadline for the handover is ten working days following final approval of the course.

6. Publishing and formal Launch

The SOC will be hosted, operated, and distributed through EIT UM Competence Hub's own LMS platform/account. The Competence Hub uses a customised version of a WordPress-based platform (<https://urbanmobilitycourses.eu>). The upload and the execution of the SCORM packages on EIT UM's WordPress LMS will be directly handled by EIT UM. However, the supplier shall provide support EIT UM for minor amendments to the SCORM files for a period of three months following the launch/delivery of each course, in order to implement any necessary changes to the course content and SCORM packages.

Course adaptation (self-paced and blended)

In the case of a course adaptation, the specific tasks will be defined at the beginning of each project based on the specific needs expressed by EIT UM. The supplier must detail in the proposal the specific activities they will manage, in alignment with the associated prices.

Responsibilities may include, but are not limited to, the following:

- Course audit for quality, assessment and improvement suggestions.
- Course content analysis of relevance
- Content curation and writing
- Course design (structure)
- Course development (instructional design)
- Course implementation (in pre-production platform)
- Video pre-production
- Video production
- Video post-production
- Graphism design
- Proofreading
- Course adaptation for a new platform or delivery mode
- Accessibility consultancy and remediation
- LUX enhancements and improvements (high interactivity features)
- Live session design
- Live session production and facilitation
- Webinar promotion and operation
- Creating supporting marketing material
- Course entire course or elements translations

The supplier may also offer additional services not listed above, provided they are relevant.

Exceptionally, if the execution of the project requested by EIT UM requires services not previously identified, such services may also be included under the scope of the current procurement procedure.

Work Package 2 - Translation Services

This work package focuses on ensuring multilingual accessibility for the courses offered by EIT UM. It involves the translation of video subtitles, course content, audio-dubbing recording and related materials to support learners in their native languages.

Tasks will be carried out with a high standard of linguistic, cultural, and accessibility adaptation—ensuring relevance and usability for diverse audiences in compliance with WCAG 2.1 Level AA—and translation services may be provided utilizing different technologies (AI-powered translation, human translation, or hybrid approaches).

The proposal to be presented must demonstrate the supplier’s ability to support EIT UM Competence Hub to achieve the objectives set up in this Request for Proposals. The specific tasks and deliverables will be defined at the start of each project based on the needs expressed by EIT UM.

The languages eligible for translation services under this contract are defined according to the following categories and criteria:

1. Core European languages: Translations shall primarily be required in the following languages, which are selected based on their broad use within EIT Urban Mobility priority regions and their relevance for institutional, academic, and professional audiences: French (FR), Italian (IT), Portuguese (PT), Spanish (ES), German (DE).
2. RIS country languages: Translations may also be required in the official languages of EIT Urban Mobility Regional Innovation Scheme (RIS) countries, with the objective of ensuring inclusiveness and accessibility across RIS territories. These languages include but are not limited to: Croatian (HR), Latvian (LV), Polish (PL), Romanian (RO), Slovak (SK) and Turkish (TR).
3. Additional languages subject to demand and strategic justification: Upon explicit request by EIT Urban Mobility, and subject to demonstrated demand or strategic relevance for specific activities, campaigns, or target audiences, the supplier may be required to provide translations into additional languages. These may include but are not limited to: Chinese (Simplified), Arabic (Modern Standard Arabic), Vietnamese, or any other language deemed necessary by EIT Urban Mobility.

The supplier must detail in the proposal the specific activities they will manage, in alignment with the associated prices.

Responsibilities may include, but are not limited to, the following:

- Text translations
 - Translation of video subtitles, ensuring subtitles maintain technical and cultural accuracy while aligning with the tone and style of the course.
 - Translation of course content, including text-based materials, multimedia elements, supporting documents.
 - Implementation of translated materials into the course and videos, ensuring smooth integration with existing formats and platforms.
 - Proofreading and quality assurance of all translated content to meet formal language norms and EIT UM’s branding and style guidelines.

- Glossary creation to ensure ensuring consistency in terminology and phrasing across all translated materials.
 - Extracting and preparing raw content (e.g., video scripts, textual elements, and on-screen text) for translation workflows.
- Audio-dubbing for the videos
 - Human voice artist with standard voice direction, lip-syncing, mixing, and studio mastering.

The successful supplier:

- Shall demonstrate best practices in translation projects including robust content management systems, professional linguists specialized in Urban Mobility, and advanced technology for efficient and accurate delivery.
- Shall propose a clear project management process, including a review and validation process in which EIT UM is involved at each project milestone to ensure quality and compliance with requirements.
- May also propose additional services that have not been identified above, such as technical review, proofreading of existing subtitles, terminology extraction, glossary creation or update, or any other relevant service, provided they are relevant.

Exceptionally, if the execution of the project requested by EIT UM requires services not previously identified, such services may also be included under the scope of the current procurement procedure.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 10th February 2026* and is expected to last, at the latest, until 31st December 2028*.

**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.

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.

2.3.2 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 UM or its Innovation Hubs or to its partners or any other project site designated by EIT UM. All costs borne for such travels shall be subject to reimbursement detailed later by EIT UM if justified, and in adherence to EIT UM Travel Policy.

2.3.3 Payment terms

Work Package 1 - Online Course Development and adaptation (self-paced and blended)

The maximum available rates for the services below are:

New Online Course Project:

- New online course project is €13,000 (VAT excluded) for the creation of one self-paced course.
- An additional €2,000 (VAT excluded) is allocated for extra tasks requested by EIT UM or additional activities deemed necessary by the Competence Hub.

Online Course Adaptation Project:

- Online course adaptation project is €500 (VAT excluded) for a course audit.
- Any additional task will be charging 65€/hour in the limit of €4,500 (VAT excluded) by project.

Work Package 2 - Translation Services

The maximum available rates for the services below are:

- Text translation (rates inclusive of all services required for final delivery):
 - Base rate:
 - AI-powered Translation: 0.015€ (VAT excluded) /word maximum, depending on the language.
 - Human Translation: 0.13€ (VAT excluded) /word maximum, depending on the language

- Hybrid Approaches: 0.10€ (VAT excluded) /word maximum, depending on the language

An additional uplift of up to twenty percent (20%) of the applicable base rate may be applied where duly justified, subject to prior approval by the Competence Hub. Such uplift may be applied in the following circumstances:

1. Languages with higher market rates, including but not limited to: Finnish, Icelandic, Norwegian, Swedish, Danish, Estonian, Latvian, Lithuanian, Slovenian, Slovak, Croatian, Arabic, Chinese, Hebrew, Georgian, and Armenian.
2. Content or formats requiring additional effort, including but not limited to subtitles, time-coded text, on-screen text, or highly technical/specialised content.

Any application of the additional uplift must be fully justified in writing and approved by the Competence Hub prior to execution.

- Maximum Applicable Rates with the uplift (rates inclusive of all services required for final delivery)
 - AI-powered Translation: €0.018 (VAT excluded) per word.
 - Human Translation: €0.16 (VAT excluded) per word.
 - Hybrid Approaches: €0.12 (VAT excluded) per word.
- Audio dubbing (rates inclusive of all services required for final delivery):
 - 50€ (VAT excluded) /minute maximum, depending on the language.
 - An additional €20 (VAT excluded) / minute may be allocated for specific languages or additional tasks deemed necessary by the Competence Hub, bringing the maximum rate to €70 (VAT excluded) / minute.

The Supplier must specify in their proposal the activities they will undertake to ensure the quality of the deliverables, including, where applicable, technical review, project management, proofreading of existing subtitles, terminology extraction, and glossary creation or updates, along with the corresponding costs.

The services should be invoiced in arrears including specific timesheets, according to deliverables achieved.

** 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

2.4. Methodology of work

The supplier is requested to present the best operational structure for the management of the Work Package(s) they wish to apply to, including the relevant staff/expert(s) that are required to be involved for the successful completion of all deliverables and actions required.

The proposal is to also include:

- A presentation of the organisation's experience and qualifications to meet the requirements detailed above in Section 2.1, Section 2.2. and Section 2.3.
- Examples of a similar service provided to other companies and the results achieved.
- Name and CVs (or bios) of all individuals involved in the service and a description of their involvement.

2.5. Deliverables

Work Package 1 - Online Course Development (self-paced and blended)

- Full online course (self-paced): see section 2.1
- Specific online course activities (self-paced and blended): deliverables will be specified at contract level, depending on the service requested.

Work Package 2 - Translation Services:

- Deliverables will be specified at contract level, depending on the service requested.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	13th January, 2026
Deadline for clarifications submission by participants	23rd January, 2026

Deadline for submitting proposal	28th January, 2026
Intended date of notification of award	3rd February, 2026
Stand still period	5 days
Intended date of contract signature	9th February, 2026
Intended start date of the contract implementation	10th 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 28th January 2026, 16:00 Central European Time**, to:

Subject Title : Pool of E-Learning Professionals for Online Courses – Urban Mobility Project ‘26-‘28)

Contact name: Ms. Valérie Aubry, Digital Learning Project Officer at EIT UM.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

- The technical response to the services requested (see Section 2.2: ‘Detailed scope of work’)
- 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 28th 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 UM by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT UM 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 120 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 UM.

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 Title : Additional Information: Pool of E-Learning Professionals for Online Courses – Urban Mobility Project '26-'28

Contact name: Ms. Valérie Aubry, Digital Learning Project Officer at EIT UM.

E-mail: procurement@eiturbanmobility.eu

EIT UM 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 UM 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.

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

Work Package 1 - Online Course Development (self-paced and blended) – 100 points max.

DESCRIPTION	SCORE
-------------	-------

<p>PROFESSIONAL EXPERIENCE</p> <p>Demonstrated experience in learning design and leading online course development.</p> <p>As evidence, please provide links to projects or demos, portfolios, screenshots, samples, case studies, user testimonials, certifications, or any other documentation demonstrating relevant work.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Developing or significantly contributing (playing a key role in a major part of course development or in smaller courses that together form a larger course) to the development of online courses using Articulate Suite as described in Section 2.2 in the last 5 years:</p> <ul style="list-style-type: none"> ➤ 30+ courses will receive 20 points ➤ 15-29 courses will receive 10 points ➤ 1-14 courses will receive 5 points <p>b) Developing or contributing significantly to online courses related to Urban Mobility or topics that impact urban mobility (e.g., social or environmental issues) in the last 3 years:</p> <ul style="list-style-type: none"> ➤ 4+ courses 10 points ➤ 2-3 courses 5 points ➤ 1 courses 1 points <p>c) Developing and designing courses in multi-language format in the last 5 years.</p> <ul style="list-style-type: none"> ➤ 30+ courses will receive 15 points ➤ 15-29 courses will receive 10 points ➤ 1-14 courses will receive 5 points <p>d) Experience working with European entities.</p> <ul style="list-style-type: none"> ➤ 3+ years 10 points ➤ 1-2 years 5 points <p>If the tenderer demonstrates proven experience with EIT UM specifically related to the development of new online courses, and provides concrete examples of relevant projects, the tenderer shall be awarded an additional 5 bonus points.</p>	<p>Max. 60 points</p>
---	-----------------------

<p>QUALITY PROCESS</p> <p>Proven ability to design, create, and deliver innovative, engaging, and effective learning experiences within online courses.</p> <p>As evidence, please provide links to projects or demos, portfolios, screenshots, samples, case studies, user testimonials, certifications, or any other documentation demonstrating relevant work.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Incorporating a variety of content formats (e.g., text, video, infographics, visual and interactive activities) demonstrated through examples.</p> <ul style="list-style-type: none"> ➤ If demonstrated 10 points ➤ If not demonstrated 0 points <p>b) Developing and designing accessible online educational material compliant with WCAG 2.1 AA standards.</p> <ul style="list-style-type: none"> ➤ If demonstrated 5 points. ➤ If not demonstrated 0 points <p>c) Providing evidence of British English copywriting expertise</p> <ul style="list-style-type: none"> ➤ If demonstrated 5 points. ➤ If not demonstrated 0 points 	<p>Max. 20 points</p>
<p>PROJECT MANAGEMENT</p> <p>Demonstrate the quality of the organization in creation of the online courses.</p> <p>As evidence, please provide documentation demonstrating relevant project management experience in online course design and production, such as project plans, timelines, resource allocations, SME management, quality assurance reports, case studies, certifications, or any other information illustrating your ability to manage online learning projects effectively.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Description of the process to design and produce the online courses including the review expert/EIT process and risk management for handling delays, technical issues, or unexpected challenges.</p> <ul style="list-style-type: none"> ➤ If demonstrated 10 points. 	

<p>➤ If not demonstrated 0 points</p> <p>b) Description of the tools used in pre-production to preview and give feedback of all the course elements.</p> <p>➤ If demonstrated 5 points.</p> <p>➤ If not demonstrated 0 points</p> <p>c) Description of the production (processes, tools and eventually management of specialized provider) used to create advanced elements and innovative/new features and technologies.</p> <p>➤ If demonstrated 5 points.</p> <p>➤ If not demonstrated 0 points</p>	Max. 20 points
--	----------------

Work Package 2 - Translation Services – 100 points max.

DESCRIPTION	SCORE
<p>PROFESSIONAL EXPERIENCE</p> <p>Demonstrated professional experience in the translation, review, and proofreading of eLearning course text, graphic and video elements.</p> <p>As evidence, please provide links to projects or demos, portfolios, screenshots, samples, case studies, user testimonials, certifications, or any other documentation demonstrating relevant work.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Completing projects that involved the translation of subtitles for educational videos in minimum 2 European languages other than English in the last 5 years:</p> <p>➤ 5+ projects 20 points</p> <p>➤ 3-4 projects 10 points</p> <p>➤ 1-2 projects 1 points</p> <p>b) Completing translation projects related to Urban Mobility or topics that impact urban mobility (e.g., social or environmental issues) in the last 5 years:</p> <p>➤ 2+ projects 15 points</p> <p>➤ 1-2 projects 5 points</p>	Max. 50 points

<p>c) Completing projects that involved translation of entire online courses to at least one European Language other than English in the last 5 years:</p> <ul style="list-style-type: none"> ➤ 2+ projects 10 points ➤ 1-2 projects 5 point <p>If the tenderer demonstrates proven experience with EIT UM, specifically related to the development of new online courses, and provides concrete examples of relevant projects, the tenderer shall be awarded an additional 5 bonus points.</p>	
<p>QUALITY PROCESS</p> <p>Proven ability to provide translation and audio services of the highest quality, ensuring compliance with WCAG 2.1 Level AA accessibility standards and best practices.</p> <p>As evidence, please provide links to projects or demos, portfolios, screenshots, samples, case studies, user testimonials, certifications, or any other documentation demonstrating relevant work.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Providing a quality assurance process for translations, including terminology checks, proofreading, bilingual reviews.</p> <ul style="list-style-type: none"> ➤ If demonstrated 10 points ➤ If not demonstrated 0 points <p>b) Describing tools and workflows for ensuring consistency across multilingual outputs, such as glossaries and translation memory software.</p> <ul style="list-style-type: none"> ➤ If demonstrated 10 points ➤ If not demonstrated 0 points <p>c) Providing CVs of native translators specialized in Urban Mobility or similar fields for at least 5 languages outlined in Section 2.</p> <ul style="list-style-type: none"> ➤ If demonstrated 5 points ➤ If not demonstrated 0 points 	<p>Max. 25 points</p>
<p>PROJECT MANAGEMENT</p> <p>Demonstrate the capacity to ensuring effective project management for translation services, focusing on timelines, stakeholders, team coordination, and quality assurance.</p>	

<p>As evidence, please provide documentation demonstrating relevant project management experience, such as project plans, timelines, resource allocations, visual flowcharts, progress reports, quality assurance reports, case studies, project management tools, client testimonials, certifications, or any other relevant information.</p> <p>Based on the evidence of demonstrated experience provided the tenderer will be scored in the below sub-sections as follows:</p> <p>a) Providing a timeline and workflow that outlines key milestones for translation, review, and delivery stages.</p> <ul style="list-style-type: none"> ➤ If demonstrated 15 points ➤ If not demonstrated 0 points <p>b) Demonstrating an approach to managing translation teams, including allocation of tasks and maintaining consistency across multilingual outputs</p> <ul style="list-style-type: none"> ➤ If demonstrated 10 points ➤ If not demonstrated 0 points 	<p>Max. 25 points</p>
---	-----------------------

The applicable award criteria will be weighted as follows:

A. Technical content: 70%

B. Financial offer: 30%

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 70%)

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

I. Technical capacity of the Tenderer (maximum score: 200)

B. Financial offer (maximum weighted score: 30%)

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

The lowest offered price shall receive the highest score (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 70%/30% basis, i.e.

Total technical score: max. 200 (weight: 70%)

Total financial score: max. 40 (weight: 30%)

Total score: max. 152 (total technical score x 0,7 + total financial score x 0,3)

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 UM, the selected tenderer shall sign and date the contract and return it to EIT UM.

4.5. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT UM will notify the tenderers of the cancellation. In no event shall EIT UM 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 UM 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 UM. 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 UM 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 UM 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 UM 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 UM 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 0 or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

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

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 fulfill with the Agreement obligations. In no case the Data Processor may use the data to its own purposes.

2. Processing of EIT UM’s Personal Data

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

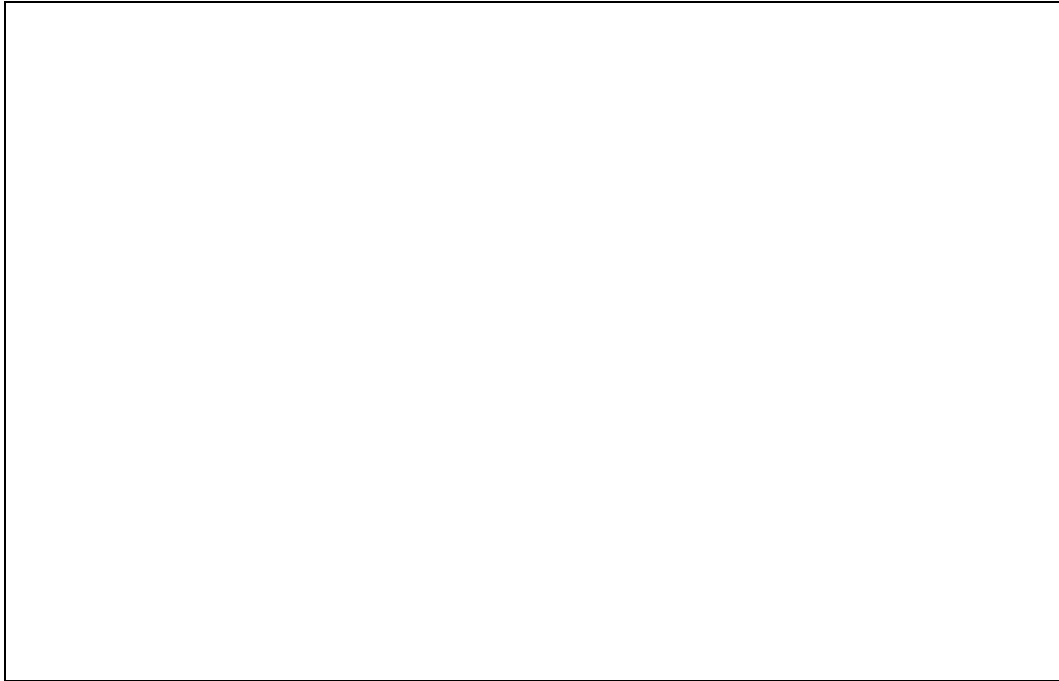
3. Duration

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>