



Co-funded by the
European Union

Request for Proposals

Development of a Digital Game & a Gamification and Rewards App '26-28

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility Foundation (“Contracting Authority” or “CA”)
Carrer de Pamplona, 104,
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Spain

10th April 2026

eiturbanmobility.eu

Contents

1. Overview of EIT Urban Mobility	3
2. General Objectives and Scope of Work.....	4
2.1. General objectives.....	4
2.2. Detailed scope of work	4
2.3. Location, timing, planning and reporting.....	12
2.3.1 Start date & period of implementation	12
2.3.2 Location	12
2.3.3 Payment terms	12
2.4. Methodology of work.....	13
2.5. Deliverables	14
3. Proposal Process.....	14
3.1. Proposal Schedule	14
3.2. Participation	15
3.3. Submission of proposal.....	15
3.4. Minimum requirements.....	16
3.5. Validity of the proposal.....	16
3.6. Additional information before the deadline for submitting proposals	16
3.7. Cost for preparing proposals	17
3.8. Ownership and confidentiality of proposals	17
3.9. Clarification related proposals.....	17
3.10. Negotiation about the submitted proposal	17
4. Evaluation of proposals.....	18
4.1. Exclusion criteria	18
4.2. Award criteria	18
4.3. Selection of the suppliers.....	22
4.4. Signature of contract(s)	22
4.5. Cancellation of the proposal procedure	22
4.6. Appeals / Complains.....	22
4.7. Ethics clauses / Corruptive practices.....	22
4.8. Safeguarding of EU’s financial interest	23

Annexes 24

1.1 . Annex 1 – Service Agreement 24

1.2 Tenders Submission Form 52

1.3 Tenders Declaration Form 54

1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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

2. General Objectives and Scope of Work

2.1. General objectives

By the present procurement procedure, EIT Urban Mobility Foundation, an entity of EIT Urban Mobility, hereinafter being referred to as “EIT UMF”, is seeking professional support for the development of a Digital Game (compatible with computer and mobile) and a Gamification and Rewards Mobile App, by appointing a provider (hereinafter being referred to as “Provider”). This document, along with its annexes, constitute a Request for Proposal (RFP) issued by EIT Urban Mobility Foundation for a potential procurement of services in the field of creation of digital tools.

Shift2Sustain is a Coordination and Support Action project funded under Horizon Europe. The project aims to develop a database containing crucial information on mobility management plans (MMPs) and measures (MMMs), their impacts, challenges, and success factors. It will accompany this database with novel assessment methods, test innovative approaches to MMM uptake and implementation through its digital tools, and guarantee knowledge transfer and stakeholder empowerment. These will provide policymakers with the tools and knowledge required to optimise novel MMP and MMM efforts.

EIT UMF is a partner of the Shift2Sustain project, and it is responsible for developing digital toolkits for community involvement. This requires hiring a provider that will create two digital tools:

- A Digital Game (compatible with desktop and mobile) that will be based on an analogue game to also be developed within the project (the development of the analogue game is not included in this RfP).
- A Gamification and Rewards app (compatible with mobile) that will allow users to play a game in the virtual world but using real-life behaviours to advance in the game. Real-life rewards will be given if the goal is achieved in the virtual world.

2.2. Detailed scope of work

The requested support is related to the creation of digital tools and must result in the delivery of:

1. Work Package 1: Production and delivery of a Digital Game.

The awarded tenderer shall design, develop, deploy and ensure maintenance of a digital game that will be based on an analogue game to be developed within the context of the Shift2Sustain project and that will be provided to the awarded tenderer in due course, A digital game that must:

Record voice calls, convert voice to text, track conversations between users upon consent, monitor behaviour in the context of mobility management measures, will be made available publicly (including through App Store / Google Play) and other characteristics as per an analogue game to be developed within the context of the Shift2Sustain project.

The first version of the digital game must be ready by **September 2026** (unless otherwise agreed upon by EIT UMF and the Provider) and must be ready to be played by users. Adjustments and refinements to the game must be made according to users' feedback and be finalised by **December 2026** (unless otherwise agreed upon by EIT UMF and the Provider). The provider must upload the game to the Apple App Store and Google Play Store.

Overview of the envisioned digital game:

The digital game may be 2D or 3D and it is envisioned to be a decision-making tool and a collaborative planning support tool for stakeholder engagement. It will show a case study of an urban zone that will be **adaptable/customisable to a specific city or a specific neighbourhood**. Players, who will take on the role of urban authorities and stakeholders, will select mobility measures that will help residents or users reduce the number of private car trips. These measures will cost money and influence which will be represented by tokens. According to their roles, players will have personal objectives to achieve in parallel to the car reduction. As they spend their resources (tokens) in a collaborative way, they can implement the measures and see the effects of their decisions.

Minimum requirements for the digital game are indicated below.

Compatibility:

- Preferable: With SSO integration to Microsoft Azure or similar modern authentication protocols (OIDC, SAML, etc)
- Compatible with desktop (Windows and macOS) via browser
- Compatible with mobile and tablets (iOS and Android)
- Able to be added to Apple App Store and Google Play Store and meets all their upload requirements

Security and data protection:

- Must be cyber secured (market standards) to avoid classic cyber threats and attacks. Elements to consider:
 - ISO27001/SOC2 certifications (or similar)
 - Encryption protocols: Minimum of AES-128, TLS1.2 and above
 - Backup mechanism
- Must be GDPR compliant. Elements to consider:
 - GDPR-aligned certifications

- EU Data residency availability
- If international transfer or with AI features
 - Subprocessor list
 - Transfer Impact Assessment documentation
 - Standard Contractual Clause (SCC) or Data Privacy Framework (DPF) membership (if available)

As the project involves processing personal data, including voice recordings, behavioural data, and potentially sensitive information, the Provider must fully comply with GDPR and implement strict privacy-by-design and security-by-design measures. This includes supporting the EIT UMF in completing a Data Protection Impact Assessment (DPIA), implementing lawful consent mechanisms, enabling all user rights (access, erasure, portability, objection, etc.), minimising data use, and ensuring appropriate retention and deletion practices.

Proposals must include a full technical design, security and data-protection approach, sub processor list, detailed timeline, risk mitigation plan, and complete pricing breakdown. Evaluation will consider technical quality, GDPR compliance, security posture, experience, cost, and delivery feasibility.

Compliance with GDPR, cybersecurity standards, and privacy-by-design is mandatory.

EU AI Act compliance

The provider must ensure full compliance with the EU AI Act obligations applicable to limited-risk AI systems, which include AI that interacts with humans (e.g., chatbots, AI-generated voice content).

The system must clearly inform users that they are interacting with AI and that any generated or transformed voice output is synthetic. The provider must avoid prohibited practices such as manipulative or subliminal techniques and exploitation of vulnerable groups.

The provider must supply comprehensive technical documentation, including model functionality, data categories used for training, safety limitations, oversight mechanisms, and cybersecurity safeguards.

All AI-generated voice outputs must be transparently labelled and include safeguards against misuse or impersonation.

Provider must ensure Human oversight tools, secure data processing for voice inputs, incident reporting mechanisms, and robust testing for accuracy and resilience. Together, these requirements ensure safe deployment, risk mitigation, and regulatory alignment with the EU AI Act's transparency, safety, and documentation obligations.

Registration and usage:

- Allow users to register smoothly and securely
- Allow for multiplayer playability from users located in different locations
- Allow users to join private game sessions
- Allow users to complete specific goals
- Allow messaging among players and speaking (calls) among players

- Allow users to track their progress and resume games
- Allow users to see their points/score
- Allow users to manage their accounts (e.g. deleting data, etc.)
- Have enough capacity to display high-quality resolution urban maps and transport infrastructure
- The primary language of the game will be British English but it must allow for users to select other languages (additional languages to be determined during the ideation period).

Data:

- Messages among players must be archived and accessible to Shift2Sustain partners . They must be ready to be downloaded immediately as a text file after a game ends.
- Calls have automatic transcription (voice to text) and must be archived and accessible to Shift2Sustain partners as a text file. They must be ready to be downloaded immediately after a game ends.
- All actions within the game must be tracked and then archived and accessible to Shift2Sustain partners . They must be ready to be downloaded as a text file immediately after a game ends.
- The architecture and technology where the apps will be deployed and hosted, and for back-ups/recovery data must be proposed by Provider.
- Documentation of all codes used are to be provided by Provider.

Visual and graphic design:

- Visual and graphic design will originally be developed in the analogue game by a graphic designer, which the digital game should also copy. The Provider must adapt them and integrate them into the game. Close collaboration with graphic designer will be expected.
- Ensure that the visual language used in the analogue game is the same in the digital game.
- Allow for the urban zone in the game to be changed or updated to other types of zones or cities.

Ideation and project management:

- Provider must arrange a kick-off workshop to confirm objectives, constraints, stakeholders, and success criteria within the first week after the contract is signed (Week 1).
- Provider shall produce a project plan with timeline, milestones and dependencies by Week 2 to Week 3 (unless otherwise agreed upon by EIT UMF and Provider).
- Frequency of meetings must be at least once a week in the beginning, to be adjusted according to the progress and needs of the work.
- EIT UMF will agree with Provider regarding the decision-making process, escalation path and reporting frequency.
- Provider shall establish product backlog, communication channels, and documentation repository.
- Provider shall arrange all necessary workshops/meetings for the development of both digital tools.
- Provider shall provide user journeys and wireframes
- Provider shall provide the UI/UX design

Intellectual Property

All intellectual property created under this agreement, including but not limited to source code, assets, algorithms, documentation, and build materials, shall be assigned to the EIT UMF upon delivery. Provider may not reuse, resell, or license any part of the product without explicit consent.

The Provider must provide ongoing support and maintenance over the contract term, including timely bug fixes, security updates, and uptime commitments.

Source Code Deliverables must include but not limited to: Source code delivery schedule, Full source code, Technical documentation, Build and deployment scripts, API specifications, Ability to continue development with another provider.

Upon termination, provider must: Return or delete all personal data, Provide certification of deletion, Transfer all code, data, documentation, and environments, Cooperate in transition to new provider.

Timeline

2026: First version (September 2026) and final version (December 2026) of the digital game must be completed (unless otherwise agreed upon by EIT UMF and the Provider)

2027: Final refinements, upload to Apple App Store and Google Play Store, continuous maintenance (debugging, software updates, etc.)

2028: Continuous maintenance (debugging, software updates, etc.)

2. Work Package 2: production and delivery of a gamification and rewards app.

The awarded tenderer shall design, develop, test, deploy, and maintain a 2D or 3D gamification and rewards app that will allow the Shift2Sustain project to track users' behaviours and provide them with rewards. The first version of this app must be ready by **January 2027** (unless otherwise agreed upon by EIT UMF and Provider) and be fully functional for users. The final version is expected to be finalised by **September 2027** (unless otherwise agreed upon by EIT UMF and Provider), taking into account user feedback. The provider must upload the gamification and rewards app to the Apple App Store and Google Play Store.

Overview of the envisioned gamification and rewards app:

The gamification and rewards app will be designed to reward and incentivise users to choose more sustainable modes of transport (such as trains, bikes or walking) over private car use. They will play games with specific objectives (find a treasure, rescue a person, etc.) which they can achieve by walking, riding a bike or taking public transport (and possibly other modes) in real life. Achieving their goal will help them win real-life prizes (awarded by the Shift2Sustain project).

Minimum requirements for the gamification and rewards app are indicated below.

Compatibility:

- Preferable: With SSO integration to Microsoft Azure or similar modern authentication protocols (OIDC, SAML, etc)
- Compatible with mobile (iOS and Android)
- Able to be added to Apple App Store and Google Play Store and meets all their upload requirements

Security and data protection:

- Must be cyber secured (market standards) to avoid classic cyber threats and attacks. Elements we consider:
 - ISO27001/SOC2 certifications (or similar)
 - Encryption protocols: Minimum of AES-128, TLS1.2 and above
 - Backup mechanism
- Must be GDPR compliant. Elements we consider:
 - GDPR-aligned certifications
 - EU Data residency availability
 - If international transfer or with AI features
 - Subprocessor list
 - Transfer Impact Assessment documentation
 - Standard Contractual Clause (SCC) or Data Privacy Framework (DPF) membership (if available)

As the app will process personal, behavioural, and location-related data, including potentially sensitive information, the Provider must fully comply with GDPR, privacy-by-design principles, cybersecurity requirements, and support for a Data Protection Impact Assessment (DPIA).

The Provider must apply privacy-by-design principles, obtain explicit consent for travel tracking, behavioural monitoring, and profiling for rewards, and provide users with clear control over data collection, background tracking, and notifications. Hosting must remain within the EEA, with safeguards implemented for any future non-EEA access once the app is used globally, including compliance during testing, and protections against discriminatory or opaque outcomes in automated decision-making and reward allocation.

Registration and usage:

- Allow users to register smoothly and securely
- Allow users to input their original travel behaviours by tracking them for a period of time before they join any games or challenges
- Able to track users' travel behaviours (walking, biking, bus, train, etc.) in real time or near-real time through integration with existing maps/mobility tools
- Must be able to track even if users are shifting between several travel modes

- Able to analyse and compare the difference between every day and every trip according to users' behaviours
- Allows users to choose the reward/incentives they prefer (e.g. vouchers for stores, donation to charities, etc.)
- Allows a smooth and secure way for users to redeem the rewards/incentives.
- Allow users to track their progress and resume games
- Allow users to see their points/score
- Allow users to manage their accounts (e.g. deleting data, etc.)
- The primary language of the app will be British English but it must allow for users to select other languages (additional languages to be determined during the ideation period).

Data:

- All actions within the app shall be tracked and then archived and accessible to Shift2Sustain partners as a text file. They must be ready to be downloaded after a period of time (to be defined with the Provider)
- The architecture and technology where the apps will be deployed and hosted, and for back-ups/recovery data should be proposed by Provider.
- Documentation of all codes used is to be provided by Provider.

Visual and graphic design and narrative design:

- Provider must ideate with EIT UMF and Shift2Sustain partners on the type of graphic and narrative design to choose
- Provider must also provide practical design, illustration, level design, game design, development of story and backgrounds

Intellectual Property

All intellectual property created under the Agreement, including but not limited to source code, 2D/3D assets, algorithms, and documentation, must be transferred to the EIT UMF.

The Provider shall deliver including but not limited to technical documentation, data-flow diagrams, and all required materials to support transfer of IP ownership to EIT UMF. Over the contract duration, the Provider must provide maintenance, updates, bug fixes, and support services, ensuring the app remains fully functional, secure, and compliant as it scales to future cross-border use.

Ideation and project management:

- Provider must arrange a kick-off workshop to confirm objectives, constraints, stakeholders, and success criteria within the first month after the contract is signed (Month 1).
- Provider shall produce a project plan with timeline, milestones and dependencies by Month 1 (unless otherwise agreed upon by EIT UMF and Provider).
- Frequency of meetings must be at least once a week in the beginning, to be adjusted according to the progress and needs of the work.

- EIT UMF will agree with Provider regarding the decision-making process, escalation path and reporting frequency.
- Provider shall establish product backlog, communication channels, and documentation repository.
- Provider shall arrange all necessary workshops/meetings for the development of both digital tools.
- Provider shall provide user journeys and wireframes
- Provider shall provide the UI/UX design

Timeline

2026: Start development of gamification and rewards app

2027: First version (January 2027) and final version (September 2027) of the gamification and rewards app must be completed (unless otherwise agreed upon by EIT UMF and the Provider).

2028: Final refinements, upload to Apple App Store and Google Play Store, continuous maintenance (debugging, software updates, etc.)

3. Work Package 3: Training, documentation and ongoing support

Minimum requirements:

- Deliver online facilitator/admin training on how to maintain and manage the game and app as administrators (immediately after delivery of first version and final version of the game and the app). Trainings must be held in real time and not just recordings, allowing EIT UMF and Shift2Sustain partners to ask questions and receive real-time answers.
- Provide handover materials and training upon the end of the contract, including all codes and documentation
- Provide ongoing support from contract date until **30 September 2028**.. After final delivery of both digital tools, there will be no more big changes but Provider must be able to support with small changes, fixing unexpected issues, etc.

Timeline

2027: Facilitator and admin training for the digital game (Q1) and the gamification and rewards app (Q4). Provide documentation and all handover materials.

2028: In case of any updates, updated documentation and handover materials also need to be transferred to EIT UMF.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 01/05/2026 and is expected to last, at the latest, until 30/09/2028*.

**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 June 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) 1st June 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 1st June 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

2.3.2 Location

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

2.3.3 Payment terms

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

2026: €61,750.00 (ex-vat)

A downpayment of 10% will be paid upon finalisation of the contract. Afterwards, payment shall be made upon the acceptance of the deliverables completed, as specified below:

- D1: a. Delivery of the first version of the digital game, approved by EIT UMF – 25%
- D2: b. Delivery of the final version of the digital game, approved by EIT UMF – 15%

2027 : €55,575.00 (ex-vat)

- D3: c. Delivery of the first version of the gamification and rewards app. Approved by EIT UMF – 25%
- D4: d. Delivery of the final version of the gamification and rewards app, approved by EIT UMF – 15%
- D5: e. Delivery of facilitator and admin training for the digital game and the gamification and rewards app – 5%

2028 : €6,175.00 (ex-vat)

- D6: f. Delivery of final documentation and handover material – 5%

*Provider must provide ongoing support from contract date until **30th September 2028**, even if the final versions of the digital game and gamification and rewards app have been accepted by EIT UMF.

** Please note that EIT UM reserves the right not to sign the contract until its budget for 2026-2028 is confirmed (estimated before 1st June 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

Collaboration:

- 1 Project Manager will be appointed by EIT UMF. A direct contact (phone, email) with 1 Project Manager from the Provider is required.
- Regular meetings for status updates (at least bi-weekly check-in meetings).
- Ad-hoc meetings & phone calls for clarifications with project manager, incl. quick response and resolution time for urgent requests (48h max during standard workdays).
- A Task Monitoring Tool shall be suggested by the Provider to keep track of the status of development items.
- Collaboration with adjacent EIT UMF key project and operations departments (e.g. Impact Ventures, IT, Communications, Accountant, Finance).
- Upon termination of the contract the supplier shall facilitate the transition period.

Documentation & Reporting:

- Project Time Management
- Handover all documentation to EIT UMF

Technological requirements:

- New developments shall be deployed with a minimal down time
- EIT UM must be informed of any action of maintenance that would make the service unavailable

2.5. Deliverables

The work will be delivered in phases with the submission of the following components at exact dates that are to be agreed by both parties:

As defined in Section 2.2.

2026:

- D1: a. Delivery of the first version of the digital game, approved by EIT UMF
- D2: b. Delivery of the final version of the digital game, approved by EIT UMF

2027:

- D3: c. Delivery of the first version of the gamification and rewards app. Approved by EIT UMF
- D4: d. Delivery of the final version of the gamification and rewards app, approved by EIT UMF
- D5: e. Delivery of facilitator and admin training for the digital game and the gamification and rewards app

2028:

- D6: f. Delivery of final documentation and handover material

3. Proposal Process

3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	10th April 2026
Deadline for clarifications submission by participants by 16hrs on	16th April 2026

Deadline for submitting proposal	21st April 2026
Intended date of notification of award	24th April 2026
Stand still period	3 days
Intended date of contract signature	29th April 2026
Intended start date of the contract implementation	1st May 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 21st April 2026, at 16:00 Central European Time**, to:

Subject Title : Rfp Development of a Digital Game and a Gamification and Rewards App '26-28

Contact name: Ms. Rose Gregorio, [Communication, Dissemination and Exploitation Officer], at EIT URBAN MOBILITY FOUNDATION.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

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

The email including the proposal from the bidder should be sent and delivered by 21st April 2026, at 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 UMF by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT UMF 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 UMF 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 90 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 90 days to close the contract.

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

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: Rfp Development of a Digital Game and a Gamification and Rewards App ´26-28

Contact name: Ms. Rose Gregorio, [Communication, Dissemination and Exploitation Officer], at EIT URBAN MOBILITY FOUNDATION.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

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

3.8. Ownership and confidentiality of proposals

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

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

3.9. Clarification related proposals

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

3.10. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderer, EIT Urban Mobility Foundation can negotiate the contract terms and conditions with the tenderer. In this negotiation, EIT Urban Mobility Foundation will ask the tenderer to adjust the proposal or specific sections of the proposal within an appropriate time limit.

4. Evaluation of proposals

4.1. Exclusion criteria

The Tenderers will be excluded from participation in the current procedure, if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the Tenderer is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgment or a final administrative decision that the Tenderer is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Tenderer belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other Tenderers with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - v. attempting to obtain confidential information that may confer upon 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 UMF 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:

DESCRIPTION	SCORE
<p>Digital game technical proposal</p> <p>Description of the method and technology used to develop and manage the operations of the game in terms of the following needs:</p> <ul style="list-style-type: none"> • Compatibility • Security and data protection • Game registration and usageData • Visual and graphic design • Ideation and project management <p>As evidence please provide a manual/roadmap outlining the above.</p> <p>Based on the submitted proposal according to the needs mentioned in section 2.2, the tenderer will be scored as follows</p> <ul style="list-style-type: none"> ➤ Addressing all needs will receive 15 points ➤ Addressing more than half of the needs will receive 10 points ➤ Addressing less than half of the needs will receive 5 points 	<p style="text-align: center;">Max. 15 points</p>
<p>Digital game development experience</p> <p>Experience developing similar digital games will be highly valued.</p> <p>As evidence of Provider’s experience please provide at least 3 references from prior projects similar to section 2.2.</p> <p>Based on this evidence, the tenderer will be scored as follows</p> <ul style="list-style-type: none"> ➤ 5 or more references will receive 15 points ➤ 4 references will receive 10 points ➤ 3 references will receive 5 points 	<p style="text-align: center;">Max. 15 points</p>

<p>Gamification and rewards app technical proposal</p> <p>Description of the method and technology used to develop and manage the operations of the app in terms of the following needs:</p> <ul style="list-style-type: none"> • Compatibility • Security and data protection • Game registration and usageData • Visual and graphic design • Ideation and project management <p>Based on the submitted proposal according to the needs mentioned in section 2.2, the tenderer will be scored as follows</p> <ul style="list-style-type: none"> ➤ Addressing all needs will receive 15 points ➤ Addressing more than half of the needs will receive 10 points ➤ Addressing less than half of the needs will receive 5 points 	<p>Max. 15 points</p>
<p>Gamification and rewards app development experience</p> <p>Experience developing similar apps will be highly valued.</p> <p>As evidence of Provider’s experience please provide at least 3 references from prior projects similar to section 2.2.</p> <p>Based on this evidence, the tenderer will be scored as follows</p> <ul style="list-style-type: none"> ➤ 5 or more references will receive 15 points ➤ 4 references will receive 10 points ➤ 3 references will receive 5 points 	<p>Max. 15 points</p>

<p>Professional experience developing a digital game and a gamification/rewards app</p> <p>The tenderer must prove that the personnel involved in the development the digital game and app and have extensive professional knowledge of required technologies, regulations (including AI) and cybersecurity.</p> <p>Main developers and main project managers involved in the game must have at least 3 years of relevant experience each, as evidenced in their CVs and examples of their work.</p> <p>Based on the evidence provided to EIT UMF for its evaluation, the tenders will be scored in the following way:</p> <ul style="list-style-type: none"> ➤ 7 or more years relevant work experience will score 20 points ➤ 3-7years relevant work experience will score 15 points ➤ 3 years relevant work experience will score 10 points 	<p>Max. 20 points</p>
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The applicable award criteria will be weighted as follows:

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

Aggregate evaluation and scoring:

- A. Technical content (maximum weighted score: 60%)
 - Evaluation of the technical content will be carried out following the below sub-criteria:
 - I. Technical capacity of the Tenderer (maximum score: 80)
- B. Financial offer (maximum weighted score: 40%)
 - 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 (30); others shall be calculated in relation to that in linear equation.

4.3. Selection of the suppliers

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

Total technical score: max. 80 (weight: 60%)

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

Total score: max. 60 (total technical score x 0,6 + total financial score x 0,4)

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

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

4.4. Signature of contract(s)

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

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

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

4.5. Cancellation of the proposal procedure

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

4.6. Appeals / Complains

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

4.7. Ethics clauses / Corruptive practices

EIT Urban Mobility Foundation reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, or fraud. If substantial errors,

irregularities, or fraud are discovered after the award of the Contract, EIT Urban Mobility Foundation may refrain from concluding the Contract.

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

4.8. Safeguarding of EU's financial interest

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

Annexes

1.1. Annex 1 – Service Agreement

SERVICE AGREEMENT

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

EIT KIC URBAN MOBILITY FOUNDATION, a private limited company, having its registered office and place of business at Carrer de Pamplona, 104, 08018, Barcelona, Spain, with VAT number **G72637044**, legally represented herein by Francisco Ibáñez, acting as CFO of the company (hereinafter referred to as “**EIT UMF**”)

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 UMF 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 UMF 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 UMF 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 UMF from Supplier under this Agreement.

In case of discrepancy between the description of Services and time schedule in the EIT UMF 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 UMF, unless and to the extent provided in Annex 1 for certain specific types of Services.

The contractual relationship between EIT UMF and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT UMF 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 UMF 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 UMF, (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 UMF'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 UMF. 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 UMF. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

In order for EIT UMF 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 UMF progress of the performance of the Services, in writing, at intervals and under

conditions specified under Annex 1. Supplier shall provide EIT UMF 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 UMF 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 UMF hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UMF.

Services delivered are subject to the acceptance of EIT UM. EIT UMF shall issue a performance certificate after completion of Services. Should EIT UMF 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 UMF 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 UMF. 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 UMF 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 UMF 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 UMF.

Further, Supplier may only charge the amounts under Article 0 subject to (i) EIT UMF 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 UMF in a timely manner and accepted by EIT UMF 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 UMF
- (d) the name and address of EIT UMF
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UMF 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 UMF 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 UMF, to the extent Annex 1 provides for such possibility. Expenses shall only be paid if EIT UMF has given its written approval prior to Supplier incurring said costs.

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

Supplier hereby unconditionally accepts that EIT UMF has the right to set off any amount that EIT UMF owes to Supplier under this Agreement, with any amount Supplier owes to EIT UMF 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 UMF, which taxes shall be paid by EIT UMF 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 UMF 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 UMF.

Supplier shall indemnify and keep EIT UMF 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 include all rights, titles and interests in and to patents, utility models, design rights, copyrights (including rights in software, source code, object code, scripts, APIs, databases, documentation, audiovisual works, 2D and 3D assets, textures, animations, artwork, UI/UX designs, game mechanics, algorithms, and gameplay logic), database rights, trademarks, trade names, trade secrets, know-how, proprietary methodologies, and moral rights, including any applications, renewals, extensions, continuations, divisions, and re-issues thereof. The assignment includes, without limitation:

All software, including source code, object code, APIs, libraries, and scripts

All 2D/3D models, characters, animations, artwork, textures, shaders, and environmental assets

All game logic, scoring systems, rules, reward algorithms, and level designs

All backend systems, data structures, schema, algorithms, and configuration files

All UI/UX designs, prototypes, wireframes, and design systems

All documentation, including technical manuals, architecture diagrams, and user guides

All updates, upgrades, bug fixes, enhancements, and derivative works

All such materials shall be owned exclusively by the EITUMF upon creation, regardless of delivery or publication status.

Moral Rights Waiver: To the fullest extent permitted by law, the Provider waives all moral rights, including rights of attribution, integrity, publication, and withdrawal. Where moral rights cannot be waived, the Provider agrees not to enforce them against the EIT UMF. 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 UMF.

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

The Provider may not reuse, reproduce, commercialise, license, distribute, or repurpose any Deliverables or components thereof, — including source code, game mechanics, algorithms, or 2D/3D assets , — unless explicitly authorised in writing by EIT UMF.

The Provider warrants that:

All Deliverables are original or properly licensed

No Deliverable infringes third-party IP

The Provider has full authority to transfer all rights

The Deliverables are not subject to liens, encumbrances, or restrictions

The Provider shall indemnify the Client for all claims, damages, or costs arising from any breach of this warranty.

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

UMF, 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 UMF's prior written consent, publicly make any reference to EIT UMF, whether in press releases, advertisements, sales literature or otherwise.

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

Supplier shall indemnify and hold harmless EIT UMF, 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 UMF, 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 UMF 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 UMF 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 UMF, but at its own expense: either 1) procure for EIT UMF 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 UMF 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 UMF may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UMF the price paid, without prejudice to Supplier's obligation to indemnify EIT UMF 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

UMF, 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 UMF’s Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UMF 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 UMF’s 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 UMF 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 UMF’s 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 UMF thereof to give EIT UMF 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 UMF 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 UMF has given its prior written permission to any such action.

EIT UMF 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 UMF (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 UMF 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 UMF 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 UMF, (ii) in accordance with EIT UMF’s instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UMF, and (iv) insofar necessary for the Services rendered to EIT UMF 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 UMF 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 UMF, 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 UMF, 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 UMF immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT UMF and shall pay its insurance proceeds to EIT UMF 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 UMF shall be entitled to take legal action against Supplier.

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

Subject to Article 0, in no event shall EIT UMF 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 UMF has been advised of the possibility of such damages and in no event shall EIT UMF 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 UMF.

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 UMF (the “Term”).

As an exception to the above, EIT UMF 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 UMF 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 UMF in the notice; or
- (b) EIT UMF, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UMF with adequate assurance of performance following request by EIT UMF; 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 UMF 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 June 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) 1st June 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 1st June 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 UMF (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 UMF, terminate the Agreement if EIT UMF:

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

Safeguarding of EU's financial interest and conflict of interest

Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UMF 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 UMF 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 UMF 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 UMF. 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 UMF 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 UMF to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UMF 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 UMF ordering entity is located, as applicable.

Supplier and EIT UMF each consents to the exclusive jurisdiction of the competent courts in (i) the city in which the EIT UMF ordering entity is located; or (ii), at the option of EIT UMF, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UMF, 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 UMF 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 UMF declare to be known to them. Supplier and EIT UMF 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 UMF entity mentioned in the recitals or, at the option of EIT UMF, 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 URBAN MOBILITY FOUNDATION

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 UMF (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
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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 1st June 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) 1st June 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 1st June 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 UMF's Personal Data;
- 2.2.2 Not process EIT UMF's Personal Data other than on the relevant EIT UMF'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 UMF.
- 2.2.3 In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UMF, 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 UMF. Upon EIT UMF requirement, the Data Processor shall use the consent form provided by EIT UMF.
- 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 UMF 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 UMF, in the legally admissible cases.

The Data Processor may communicate the Personal Data to other processors of the same EIT UMF, in accordance with EIT UMF's instructions. In this case, EIT UMF 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 UMF's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant EIT UMF'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 UMF'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 UMF, 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 UMF 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 UMF 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 UMF. 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 UMF.

6. Data Subject Rights

- 6.1 Taking into account the nature of the processing, the Data Processor shall assist EIT UMF by implementing appropriate technical and organizational measures, in so far as this is possible, for the fulfilment of EIT UMF's obligations, as reasonably understood by EIT UMF, 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 UMF. 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 UMF without undue delay upon becoming aware of a Personal Data breach affecting EIT UMF's Personal Data, providing EIT UMF with sufficient information to allow EIT UMF 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 UMF and take reasonable commercial steps as are directed by EIT UMF 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 UMF with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which EIT UMF 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 UMF'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 UMF'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 UMF's Personal Data, delete and procure the deletion of all copies of those EIT UMF'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 UMF 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 UMF, upon request, all information necessary to demonstrate compliance with this Data Processing Agreement and shall allow and contribute to audits, including inspections, by EIT UMF or an auditor mandated by EIT UM in relation to the processing of EIT UMF'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 UMF. 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 UMF, 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
<p>Financial offer:</p> <p><presented in EUR (net amount, excl. VAT)></p>	<p>net X EUR</p>
<p><Technical offer: (if applicable)></p> <p><e.g. presented in number of years of experience></p> <p>e.g.:</p> <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) 	<p>e.g.:</p> <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>