

Request for Proposals

Marketing Agency – EIT Community Supernovas '26-28

EIT Urban Mobility - Mobility more liveable urban spaces

EIT Urban Mobility KIC LE ("Contracting Authority" or "CA")

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1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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

2. General Objectives and Scope of Work

2.1. General objectives

Through this procurement process, **EIT Urban Mobility KIC LE** (hereinafter referred to as “EIT Urban Mobility” or “EIT UM”) seeks to appoint a **full-service Digital Marketing Agency** (hereinafter referred to as “Agency”) to strengthen the online presence, visibility, and outreach of the **EIT Community Supernovas Initiative**.

EIT Community Supernovas is a joint initiative by EIT Urban Mobility, EIT Food, and 28 DIGITAL, aiming to increase the participation of women in the entrepreneurship ecosystem by empowering women-led startups, supporting women in early-stage investment, and fostering new role models in innovation and technology.

The selected Agency shall support EIT UM by developing and implementing a **coherent, data-driven, and integrated digital marketing and communications strategy**. The Agency’s role goes beyond the execution of paid advertising campaigns and includes strategic planning, website support, search engine optimisation (SEO), generative engine optimisation (GEO) and zero-click content, email marketing, performance analysis, reporting, visual asset coordination, event-related support, and dedicated account management.

These objectives are further detailed in the Scope of Work below.

2.2. Detailed scope of work

2.2.1 Strategy & Planning

2.2.1.1 Integrated Marketing and Communications Strategy

The Agency shall support EIT UM in developing a coherent and integrated marketing and communications strategy aligned with the objectives of the **EIT Community Supernovas initiative** and overarching communication priorities.

2.2.1.2 Promotion and Visibility Planning

The Agency shall prepare promotion and visibility plans to support programme milestones, launches, and other strategically significant moments and events.

2.2.1.3 Comprehensive Paid Digital Media Strategy

As part of the overall integrated marketing and communications strategy, the Agency shall develop a holistic paid digital media strategy aligned with:

- the overarching objectives set out in Section 2.1,
- the available paid media budget, and
- the defined target audiences.

Within this framework, the comprehensive paid digital media strategy shall specifically pursue the following objectives:

- **Build brand awareness**

Develop and execute paid digital marketing campaigns to strengthen the visibility and recognition of the EIT Community Supernovas initiative across relevant digital platforms. Campaigns shall aim to generate meaningful engagement with target audiences and include measures to protect, reinforce, and differentiate the brand in competitive online environments.

- **Promote services and activities**

Support the promotion of EIT Community Supernovas' services, projects, and activities through paid digital channels. Campaigns shall be designed to support objectives across the marketing funnel, including abovementioned awareness, consideration, and conversion, in line with defined business and communication goals.

- **Optimise campaign performance**

Ensure continuous monitoring, testing, and optimisation of paid digital campaigns to maximise effectiveness and cost efficiency. Campaign strategies shall be adjusted based on performance data, insights, and evolving digital trends.

EIT Urban Mobility has a **Marketing Plan 2026-2028 for EIT Community Supernovas**, which outlines target audiences, value propositions, channel strategy, and marketing goals.

Based on this, the Agency shall prepare a **Paid Media Plan**, including:

- a) Identification of the most effective paid channels to reach target audiences.
- b) Definition of channel-specific audience segments consistent with EIT Community Supernovas' priority target groups.

c) Recommendations regarding optimal advertising formats (e.g., video, carousel, native ads, social media ads).

d) A channel mix proposal with clear justification.

2.2.1.4 Influencer & Opinion Leader Engagement Strategy

The Agency shall design and support an influencer and thought leader engagement strategy to amplify the visibility, credibility, and reach of the EIT Community Supernovas initiative.

This strategy shall focus on the identification, activation, and coordination of relevant voices aligned with Supernovas' mission, including founders, investors, ecosystem leaders, role models, and subject-matter experts across Europe.

Influencer activities may include organic amplification, co-created content, event participation, testimonials, and campaign-based collaborations, and shall be aligned with brand guidelines, messaging priorities, and communication objectives.

2.2.1.5 Budget Planning

The Agency shall provide recommendations on the allocation of the paid media budget across channels and campaigns, based on insights and learnings generated from its work on the various marketing and communication activities performed on our behalf, ensuring alignment with the overall marketing strategy and priorities, and including a clear specification of Agency fees related to budget management.

2.2.2 Digital Marketing and Campaign Management

2.2.2.1 Campaign Execution

In line with the integrated marketing and communications strategy defined under Section 2.2.1, the Agency shall plan, design, implement, and manage paid digital marketing campaigns across relevant channels to maximise reach, engagement, and conversion. Activities shall include, but are not limited to:

a) Audience Targeting

- Identification and segmentation of target audiences based on geographic, demographic, professional, behavioural, and interaction-based criteria.

b) Campaign Setup and Launch

- Configuration, management, and optimization of existing advertising accounts associated with EIT Community Supernovas' own social media channels, including the necessary integrations with Supernovas' digital environment to ensure proper campaign execution.

- Ensure compliance with GDPR requirements and adherence to EIT Community Supernovas' brand guidelines.

c) Budget Coordination

- Collaboration with EIT UM to determine budget allocation per campaign and channel.

Note: The Agency shall provide the necessary payment methods within advertising platforms and marketing tools. Final budget distribution will be jointly agreed during the planning stage.

d) Creative Development

- Design and production of all creative materials required for campaign implementation, including written and visual content tailored to channel specifications and aligned with the overall brand narrative, messaging framework, and content priorities of EIT Community Supernovas. All design materials and the brand book will be made available for use.

e) Real-Time Optimisation

- Ongoing monitoring and adjustment of campaigns to optimise performance, leverage emerging opportunities, and address underperformance.

f) Innovative and Experimental Campaigns

- The Agency is encouraged to propose additional marketing channels and campaign types beyond the standard paid media (Google, LinkedIn, Meta), in order to test new approaches and expand audience engagement. Such campaigns may include, but are not limited to, emerging social media platforms, influencer collaborations, programmatic advertising, podcasts, or other creative outreach strategies. All proposed campaigns must align with the overall objectives of the EIT Community Supernovas initiative and be supported by rationale, potential KPIs, and estimated budget allocation.

Campaign execution shall be coordinated, where relevant, with organic channels, website content, email marketing, and event-related communications to ensure message consistency and maximise overall impact.

2.2.3 Website Management and Search Engine Optimisation (SEO)

2.2.3.1 Full responsibility for the design, development, and ongoing maintenance of the Supernovas website (WordPress with Bricks Builder), including all existing sections and pages, as well as any new sections, pages, or updates.

2.2.3.2 Manage the migration from the previous agency and ensure continuous oversight of hosting, domain, and CMS for reliable operations.

2.2.3.3 Conduct SEO and GEO audits and implement continuous technical and on-page optimisation to improve organic visibility and traffic.

2.2.3.4 Ensure website design, accessibility, and user experience are consistent with the initiative's brand identity and quality standards.

2.2.3.5 The Agency shall configure, maintain, and optimise tracking and analytics systems (including Google Tag Manager, Google Search Console, Usercentrics, or equivalent) to ensure accurate performance measurement, compliance, and reporting.

2.2.4 Email Marketing

2.2.4.1 Design and manage newsletters, automated flows, and targeted email campaigns (Mailchimp).

2.2.4.2 Optimise content, structure, visuals, and calls-to-action to improve engagement and conversion.

2.2.4.3 Increase of both the size and the quality of the organisation's newsletter subscriber base. The Agency shall support this objective through the development and execution of data-driven strategies, targeted acquisition campaigns, continuous optimisation, and ongoing performance monitoring.

Key performance indicators may include, but are not limited to:

- Net growth of newsletter subscribers
- Number of new subscribers acquired per reporting period
- Cost per subscriber (where paid media is utilised)
- Subscriber retention and unsubscribe rates
- Newsletter engagement metrics, including open rate and click-through rate (CTR)

Performance targets and benchmarks will be **jointly defined during the onboarding phase**, based on existing baselines, strategic priorities, and agreed growth ambitions.

2.2.4.4 Monitor performance and provide recommendations for continuous improvement.

2.2.5 Events Support

The Agency will coordinate and purchase Slush tickets for the Supernovas programme for the years 2026, 2027, and 2028. A maximum budget of **€10,500 (excl. VAT)** per year is allocated for ticket purchases. This amount is to be included within the total contract budget within the proposal.

2.2.6 Performance Analysis and Reporting

2.2.6.1 Continuous Monitoring

The Agency shall continuously monitor campaign performance, including core KPIs such as impressions, clicks, conversions, shares, saves, newsletter registration, and cost-per-acquisition (CPA).

2.2.6.2 Reporting Tools

The Agency shall implement Google Looker, or an equivalent reporting tool, to enable real-time monitoring and performance analysis.

2.2.6.3 Monthly Reporting

The Agency shall provide monthly performance reporting with insights, deviations, and optimisation recommendations.

2.2.6.4 Strategic Optimisation

The Agency shall work collaboratively with EIT UM to refine marketing strategies based on performance data and emerging trends.

2.2.7 Visual Assets and Stock Photography

Source, coordinate, and purchase stock photography and visual assets to ensure consistent, high-quality imagery across communication materials.

2.2.8 Account Management

2.2.8.1 The Agency shall designate a dedicated **Account Manager** as the single point of contact (SPOC) for EIT UM.

2.2.8.2 The Account Manager shall possess a minimum of **ten (10) years of proven professional experience** in the management of digital marketing and communication strategies for corporate clients.

2.2.8.3 Should the designated Account Manager be replaced during the contract period, **EIT UM reserves the right to terminate the contract**, unless both parties formally agree on a suitable alternative resource.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 15/09/2026, and the contract is expected to last until 31/12/2028*.

2.3.2 Location

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

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

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* = €35,000.00 (ex-vat)

2027* = €56,000.00 (ex-vat)

2028* = €56,000.00 (ex-vat)

The yearly budget includes both the funds to be invested in paid marketing campaigns on EIT Urban Mobility channels (the advertisement budget), which will be managed by the selected Agency, and the funds to cover the cost of the Agency for managing the scope of work defined in Section 2.2 – Detailed Scope of Work.

Candidates are requested to submit a **detailed financial proposal** that clearly specifies how the total available budget will be allocated between the advertisement budget, agency fees, and any other applicable costs (e.g., event tickets such as Slush). The financial proposal must include a breakdown by cost category and by contract year, showing separately for each year the allocation to advertisement budget, agency fees, and any other costs. The proposal should clearly indicate the portion of the budget allocated to Agency fees for delivering the scope of work described in Section 2.2. The remaining budget allocated to advertisement platforms will not be considered in the evaluation of the financial offer.

The advertisement budget should reflect the portion of the budget to be invested in EIT Urban Mobility paid marketing campaigns and should be presented for each contract year. Where relevant, it should also be broken down by proposed digital channel and supported by indicative monthly estimates. Agency fees should reflect the costs of managing the scope of work defined in Section 2.2, including reporting, analysis, campaign execution, and creative and design services, and should likewise be presented for each contract year. Agency fees may also be supplemented with indicative monthly estimates linked to the advertisement budget. Only the Agency fees portion of the budget will be evaluated as part of the financial offer.

Services shall be invoiced on a monthly basis, clearly specifying both the service fees and the planned investment across the different paid media channels. Payment will be made upon acceptance of the completed deliverables as specified in the contract. Monthly budgets for paid media channels and other marketing activities will be jointly planned by the selected Agency and EIT Urban Mobility and must be approved in advance. Service fees may be charged monthly, for example as a percentage of the advertisement investment, or as otherwise agreed. Any budget planned but not invested in a given month shall roll over to the following month without incurring additional service fees where such fees have already been charged.

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

2.4. Methodology of work

The **EIT Community Supernovas Communications team** supports at EIT UM dissemination and promotion of the various services and activities they offer.

In addition, we own and manage the main website of the initiative, <https://supernovas.eitcommunity.eu/>, and the corporate social media channel, LinkedIn. Therefore, the selected Agency will need to set up and manage a **LinkedIn Ads account for Supernovas' LinkedIn profile**.

In this scenario, we are looking forward to leveraging paid media channels to build brand awareness for the main brand, help the different areas of the organisation promote their activities and services, and build consideration for the **EIT Community Supernovas brand** by driving traffic to our website.

The Agency is requested to present the best operational structure for managing the scope of work defined in Section 2.2, including the relevant staff/expert(s) that need to be involved for the successful completion of all deliverables and required actions.

The proposal is to include:

- a. A presentation, in English, of the organisation's experience and qualifications to meet the requirements detailed in Sections 2.1, 2.2, and 2.3.
- b. Examples of similar services provided to other companies and the results achieved, including KPIs defined to track campaign performance, budget dedicated to advertisement, budget allocated for management, creatives and copy used for the campaign, and their costs.
- c. Name and CVs (or biographies), in English, of all individuals involved in the service, together with a description of their respective roles and responsibilities, including the Account Manager who will work with EIT Community Supernovas at EIT Urban Mobility. The tenderer must demonstrate that the members of the proposed content team responsible for content creation and editorial review possess English language proficiency at CEFR C1 level or higher (or equivalent) and have proven experience in producing publication-ready content in British English..

d. Yearly Financial offer, including a clear breakdown of how the total budget will be allocated: what portion will cover advertisement, what portion will cover agency fees to manage the scope of work defined, and what portion is allocated for website management, SEO, and tickets for Slush.

e. Any other relevant information regarding the Agency's ability to perform the requirements detailed in Sections 2.1, 2.2, and 2.3, in a more cost-effective or efficient manner.

2.5. Data Protection, Privacy and Information Security Compliance

The Service Provider shall deliver and maintain, throughout the term of the contract, full compliance with all applicable data protection, privacy, information security, cybersecurity, and confidentiality laws, regulations, and industry standards relevant to the Services, including, where applicable, Regulation (EU) 2016/679 (GDPR) and any applicable national implementing legislation.

The Service Provider shall provide written confirmation and supporting evidence demonstrating that:

- it has implemented and maintains appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the Services and the processing of EIT Urban Mobility 6, data;
- it has appropriate governance, policies, procedures and internal controls for information security and personal data protection;
- it has not, during the preceding five (5) years, been subject to any material regulatory investigation, enforcement action, administrative fine, judicial finding, or significant personal data breach relating to data protection, privacy, cybersecurity or information security that may reasonably affect its ability to perform the Services, unless fully disclosed in the Proposal together with details of the circumstances and corrective measures implemented; and
- all information provided in relation to these requirements is complete, accurate and not misleading. The provider shall immediately notify EIT Urban Mobility if, at any time during the performance of the Contract, any circumstance arises that materially affects the accuracy of these declarations or may adversely affect the Tenderer's ability to comply with its contractual, legal or security obligations.

The provider shall use EIT Urban Mobility data solely for the purpose of performing the Services under the Contract. Under no circumstances shall such data be used for the Tenderer's own purposes or for the benefit of any third party, including but not limited to profiling, analytics, benchmarking, product improvement, service development, machine learning, artificial intelligence model training, testing, validation, or any secondary or commercial purpose, unless expressly authorised in advance and in writing by EIT Urban Mobility.

The provider shall not appoint any subcontractor or sub-processor that will have access to EIT Urban Mobility data without the prior written authorisation by EIT Urban Mobility where such authorisation is required under the Contract or applicable law.

The Tenderer shall maintain an up-to-date list of all subcontractors and sub-processors involved in the performance of the Services and shall ensure that each is contractually bound by data protection, confidentiality and information security obligations that are no less stringent than those imposed on the Tenderer.

The provider shall notify EIT Urban Mobility without undue delay, and in any event within the timeframes agreed under the Contract, upon becoming aware of:

- any personal data breach affecting EIT Urban Mobility data;
- any actual or suspected security incident that may affect the confidentiality, integrity or availability of EIT Urban Mobility data or Services;
- any material cybersecurity vulnerability that may reasonably affect the Services;
- any regulatory investigation, enforcement action or legal proceedings relating to the processing of EIT Urban Mobility data; or
- any event that may materially impact the Tenderer's ability to perform the Services securely or in compliance with applicable law.

The Tenderer shall identify in its Proposal any processing, hosting, storage, backup, remote access or support activities involving EIT Urban Mobility data that will occur outside the European Economic Area (EEA). No international transfer of personal data shall take place unless it is lawful under applicable data protection legislation, supported by an appropriate transfer mechanism, and subject to appropriate technical and organisational safeguards.

The Tenderer shall conduct DPIAs, TIAs, PIAs and other if required by the EIT Urban Mobility.

EIT Urban Mobility reserves the right to request documentary evidence demonstrating compliance with these requirements or during contract performance, including copies of relevant policies, certifications, independent audit reports, security assessments, or other supporting documentation.

Failure to satisfy these minimum requirements, failure to provide requested evidence, or the provision of false or misleading information may result in exclusion from the procurement procedure, rejection of the Proposal, or any other remedy available under the Contract or applicable law.

2.6. EIT UM minimum security requirements:

- o Data in transit is protected using TLS 1.2 or higher
- o Data at rest is encrypted using AES-256 or industry-equivalent/higher

- o Supports Multi-Factor Authentication (MFA)
- o Supports Single Sign-On (SAML 2.0 or OIDC) or compatible with Microsoft Azure
- o RBAC aligned with least privilege
- o Ensures privileged access is appropriately controlled and/or logged
- o Regular backups are performed
- o Data restoration is tested periodically
- o Backups are protected through encryption
- o Maintain an incident response process
- o Provide procedures for secure data return and/or deletion upon contract termination
- o Provider's subprocessors should meet the same security requirements or higher
- o Not Required but highly preferred: ISO27001/SOC 2 Type II Certificates

2.7. Deliverables

As part of the support services provided, the Agency will deliver, at a minimum, the following to the EIT Community Supernovas Communications team. If relevant, additional deliverables should be included and detailed in the proposal:

- **Paid marketing plan and strategy**, as described in Section 2.2.1 of the scope of work of this RFP. This includes the setup of all advertisement platforms required for the paid marketing campaigns (including, but not limited to, LinkedIn Ads, Google Ads, and Meta Ads), as well as the technical connections required to our digital platforms. The Agency will also provide guidance on the management of the **Supernovas LinkedIn social media account**, in coordination with the Communications team.
- **SEO strategy and implementation plan** to ensure optimal visibility of the Supernovas website and digital content across search engines.
- **Web development and design services**, including the creation and maintenance of new pages and updates to existing pages on the Supernovas website, ensuring a consistent and high-quality user experience.
- **Creative assets and campaign content, with all written content produced by professionals with CEFR C1 English proficiency (or equivalent) and proven experience in publication-ready British English.** **Reporting tool** to analyse, in real time, the performance of campaigns based on the KPIs defined (e.g., Google Looker or a similar tool).
- **Proposals for innovative or experimental campaigns**, including the rationale, expected impact, KPIs, and preliminary budget allocations.
- **Weekly touchpoints** to follow up on campaign performance and requirements (the preferred option is a 30-minute online meeting).
- **Monthly reports** on performance, highlighting what is working, areas for improvement, budget consumption, and planning for the following months.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	27th July, 2026
Deadline for clarifications submission by participants	24th August, 2026
Deadline for submitting proposal	31st August, 2026
Intended date of notification of award	7th September, 2026
Stand still period	5 days
Intended date of contract signature	14th September, 2026
Intended start date of the contract implementation	15th September, 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 **31st August 2026**, at **16:00 Central European Time**, to:

Subject: Rfp Marketing Agency – EIT Community Supernovas '26-28

Contact name: Mr. Raül Feliu Pèlach, Head of Startup Programmes and Services HQ – Impact Ventures, at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

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

The email including the proposal from the bidder should be sent and delivered by 31st August 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 documentation must be in English.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderer is, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals, if applicable, shall also become an integral part of any resulting contract.
- The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

3.4. Minimum requirements

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

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

3.5. Validity of the proposal

Tenderers are bound by its proposal 30 days after the deadline for submitting the proposal or until they have been notified of non-award.

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

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

3.6. Additional information before the deadline for submitting proposals

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

Subject: Additional Information : Rfp Marketing Agency – EIT Community Supernovas '26-28

Contact name: Mr. Raül Feliu Pèlach, Head of Startup Programmes and Services HQ – Impact Ventures, at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

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

3.8. Ownership and confidentiality of proposals

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

The potential or actual Agency 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 Agency 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 can negotiate the contract terms and conditions with the tenderer. In this negotiation, EIT Urban Mobility 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 UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

The award criteria will be examined in accordance with the requested service/support indicated in Section 2 of the document and ensure best value for money by applying the below equation.

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

DESCRIPTION	SCORE
1. Strategic experience and demonstrated results Assessment of the tenderer's relevant professional experience in managing and delivering integrated digital marketing and communication strategies, including paid and non-paid activities comparable to the scope defined in Section 2.2. The tenderer must provide up to three (3) references from assignments delivered within the past five (5) years. For each reference, the tenderer must provide: • Client contact reference and assignment overview: point of contact name, surname, email or phone (EIT Urban Mobility might contact the client for references), company name and type of client, period of delivery, target audience(s), and a brief description of the assignment and its objectives. • Scope of services delivered: a clear description of the services provided, identifying which of the following were included:	Max. 30 points

○ Paid search campaigns; ○ Paid social media campaigns; ○ Other digital marketing and communication services relevant to Section 2.2, such as SEO/GEO, website management, email marketing/CRM, content strategy, influencer or opinion-leader engagement, creative development, performance analysis and reporting. • Objectives and KPIs: the objectives established for the assignment and the KPIs used to measure performance. • Quantified results: measurable results achieved against the stated objectives and KPIs. Based on this evidence the tenderer will be scored as follows: ➤ 30 points: three references with full list of evidences. ➤ 20 points: two references with full list of evidences. ➤ 10 points: one reference with full list of evidences. ➤ 0 points: no references.	
2. Methodology & work plan Assessment of the proposed methodology to deliver the full scope of work defined in Section 2.2, including: • Strategic approach and understanding of the EIT Community Supernovas objectives • Integration of paid and non-paid channels • Channel and audience strategy • Monthly budget planning and optimisation approach • Deliverables, reporting, and governance structure • Ability to propose innovative marketing channels beyond standard paid search and LinkedIn campaigns Evidence required: A detailed work plan document showing how the tenderer will deliver the scope of work. The work plan must include, at a minimum, the proposed implementation approach and key activities; indicative planning and sequencing of activities; integration and coordination between the different services and channels; key deliverables; roles and responsibilities; governance and coordination with EIT UM; and approach to budget planning	

The tenderer will be evaluated as follows: ➤ Excellent : Demonstrates a strong and specific understanding of Supernovas' objectives and audiences. The methodology is comprehensive, coherent and clearly tailored to the assignment. The detailed work plan provides a clear, realistic and well-sequenced implementation approach covering the full scope of work, with clearly defined activities, deliverables, responsibilities and governance arrangements. It clearly explains how paid and non-paid channels and services will be integrated and how activities and budgets will be planned and optimised. The proposal provides high confidence in the Tenderer's ability to implement the assignment effectively. → 30 points ➤ Strong : Demonstrates a good understanding of the assignment and provides a coherent methodology and work plan covering the main elements of the scope. The implementation approach, activities and responsibilities are generally clear and feasible, but some aspects such as sequencing, channel integration, governance, deliverables or budget optimisation lack detail or are only partially developed. → 20 points ➤ Good : Demonstrates a general understanding of the assignment and provides a basic work plan addressing the main requirements. However, the methodology is partly generic and/or the work plan provides limited detail on implementation, sequencing, responsibilities, integration of activities, governance or budget planning. The information provided gives only moderate confidence in the proposed delivery approach. → 10 points ➤ Weak : The methodology and/or work plan is unclear, substantially generic, incomplete or unrealistic. The proposal does not adequately explain how the full scope will be implemented, coordinated and managed, or does not provide the required detailed work plan. → 0 points	Max. 30 points
3. Proposed team, Account Management and delivery capacity Assessment of the suitability of the proposed team to deliver the complete scope of work. The evaluation will consider the relevant experience of the Account Manager and key team members, coverage of the expertise required for the assignment, clarity of roles and responsibilities, resource allocation, availability and continuity arrangements.	

Evidence required: CVs or professional profiles of the proposed key team members, together with a description of their roles and involvement in the assignment. The tenderer must demonstrate that the proposed Content Manager has English language proficiency at CEFR C1 level or above (or equivalent), evidenced by a recognised language certification (e.g. IELTS, Cambridge English or equivalent), and proven experience in producing publication-ready content in British English. ➤ Strong : The proposed team demonstrates strong and directly relevant experience and expertise covering all key areas required to deliver the scope of work. The proposed Account Manager demonstrates substantial relevant experience in managing comparable integrated digital marketing and communication assignments. Roles, responsibilities and involvement of key team members are clearly defined and appropriate. The proposed resource allocation, availability and continuity arrangements are credible and provide high confidence in the team's capacity to deliver the services effectively throughout the contract. The required British English proficiency is fully evidenced. → 20 points ➤ Good : The proposed team demonstrates relevant experience and sufficient expertise to deliver the scope of work. However, some elements are less comprehensive or insufficiently detailed, such as the relevance of previous experience, coverage of specific areas of expertise, roles and responsibilities, resource allocation, availability or continuity arrangements. The proposed Account Manager demonstrates relevant experience, although evidence of managing assignments of comparable scope or complexity is limited. The required British English proficiency is evidenced. → 10 points ➤ Weak : The proposed team does not demonstrate sufficient relevant experience or expertise to credibly deliver the complete scope of work, and/or significant gaps exist in the required expertise, team composition, roles and responsibilities, resource allocation, availability or continuity arrangements. The proposed Account Manager does not demonstrate sufficient relevant experience in managing comparable assignments, or the evidence provided is	Max. 20 points
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insufficient to assess the team's capacity to deliver the services. → 0 points	
3. Added value Assessment of the added value that the Tenderer can bring to the implementation of the contract beyond the standard execution of the services defined in Section 2.2. The evaluation will consider the Tenderer's ability to contribute additional expertise, capabilities, tools, methodologies, insights or opportunities that are relevant to EIT Community Supernovas and can enhance the quality, efficiency, reach or impact of the services. Proposed added value must be relevant to the objectives and scope of the RfP, feasible within the proposed contractual and financial conditions, and clearly distinguishable from services already required under Section 2.2. Evidence required: The Tenderer must describe the specific added value it proposes to bring to the contract, explaining its relevance to EIT Community Supernovas, how it would be applied during implementation and the expected benefit. The Tenderer must explain how the proposed added value will be measured or demonstrated. ➤ Strong : The proposal identifies clear, relevant and substantial added value beyond the standard requirements of the scope of work. The proposed contributions are specific, well justified and realistically applicable to the contract, and demonstrate clear potential to improve the quality, efficiency, reach or impact of the services. The Tenderer clearly explains how the added value will be applied and what benefits it is expected to generate. The proposal demonstrates capabilities or contributions that provide a meaningful advantage for the implementation of the assignment. → 20 points ➤ Good : The proposal identifies relevant added value beyond the standard requirements of the scope of work, but the proposed contributions are limited in scope or the expected benefits, implementation approach or relevance to Supernovas are only partially demonstrated. The proposed	Max. 20 points

added value is credible but is unlikely to significantly enhance the overall implementation of the assignment. → 10 points ➤ Weak :The proposal does not identify meaningful added value beyond the standard requirements of the scope of work, or the proposed contributions are generic, unclear, insufficiently justified, not relevant to the objectives of the assignment, or simply restate services already required under Section 2.2. → 0 points	
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The applicable award criteria will be weighted as follows:

- A. Technical content: 70%
- B. Financial offer: 30%

Aggregate evaluation and scoring:

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

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

The technical evaluation will assess the Tenderer's ability to deliver the full scope of work defined in Section 2.2, including strategic, operational, and non-paid marketing activities, and not solely paid media execution.

- I. Technical capacity of the Tenderer (maximum score: 100)

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

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

For the evaluation of the financial offer, only the part of the budget dedicated to agency fees will be considered; the budget allocated to advertisement will be excluded from the evaluation. The financial offer shall account for 30% of the total award score.

The lowest offered price shall receive the maximum financial score (30 points), and all other offers shall be scored in proportion to it using a linear equation.

4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 70%/30% basis, i.e.

Total technical score: max. 100 (weight: 70%)

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

Total score: max. 79 (total technical score x 0,7 + total financial score x 0,3)

The winner 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 5 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

4.5. Cancellation of the proposal procedure

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

4.6. Appeals / Complains

Tenderers believing that it has been harmed by an error or irregularity during the award process may file a complaint. Appeal should be addressed to EIT Urban Mobility. The tenderer has 5 days to file their complaint from the receipt of the letter of notification of award.

4.7. Ethics clauses / Corruptive practices

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

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

4.8. Safeguarding of EU's financial interest

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

Annexes

1.1. Annex 1 – Service Agreement

SERVICE AGREEMENT

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

EIT KIC URBAN MOBILITY S.L.U, a private limited company, having its registered office and place of business at Carrer de Pamplona, 104, 08018, Barcelona, Spain, with VAT number B67513630, legally represented herein by Francisco Ibáñez, acting as CFO of the company (hereinafter referred to as “EIT UM”)

and

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

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

WHEREAS:

- I. EIT UM is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, ringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.
- II. EIT UM has launched a tender for the provision of [...] (the “Tender”).
- III. Supplier is a company specialized in the field of the Tender.

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

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

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

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

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

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

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

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

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

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

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

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

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

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

Unless otherwise specifically provided under Annex 1, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to EIT UM. Supplier remains at all times responsible for the work performed by its subcontractors and for the acts, defaults and negligence of such subcontractors, and no subcontract shall create any contractual relationship between any subcontractor and EIT UM. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

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

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

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

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

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

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

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

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

Compensation, invoicing and payment, expenses

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

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

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

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

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

the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)

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

the amount of VAT

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

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

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

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

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

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

Taxes, other contributions, no employment agreement and related indemnification

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

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

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

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

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

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

Intellectual property, ownership and licensing, IP infringement indemnification

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

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

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

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

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

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

Unless expressly specified otherwise in Annex 1,

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

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

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

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

Confidentiality, documents

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

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

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

Supplier’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to Supplier, prior to the time of receipt from EIT UM as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of Supplier; (c) is lawfully furnished to Supplier by a third party without use or disclosure restrictions; or (d) is developed by Supplier without use of or reference to any of EIT UM’ Confidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT UM thereof to give EIT UM the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

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

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

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

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

Personal data

For the purpose of this Agreement,

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

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

- (a) comply with all privacy and data protection law and regulations applicable to its Services;
- (b) Process Personal Data only (i) on behalf of and for the benefit of EIT UM, (ii) in accordance with EIT UM’ instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT UM, and (iv) insofar necessary for the Services rendered to EIT UM and as permitted or required by law;
- (c) maintain the security, confidentiality, integrity, and availability of the Personal Data;
- (d) implement and maintain appropriate technical, physical, organizational, and administrative security measures, procedures, practices, and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and
- (e) promptly inform EIT UM of any actual or suspected security incident involving the Personal Data.

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

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this O.

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

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

Liability, indemnification, insurance

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

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

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

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

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

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

Suspension, termination of the Agreement

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

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

- (a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- (c) Supplier fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Supplier files a petition for bankruptcy or is declared bankrupt; or
- (e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Supplier enters into voluntary or judicial liquidation;
- (g) the business of Supplier ceases to exist or control, or ownership is taken over by a third party;
- (h) as a result of the termination of the European programme(s) which requested EIT UM to enter into this Agreement (as the case may be).
- (i) in case EIT UM does not sign a grant agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 31st March 2026. Should such lack of signature occur, EIT UM shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date included in the notice of suspension lift or (ii) 31st March 2026. If lifted, suspension will not alter the original termination date of the

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

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

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

- (a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in 0 or
- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

Safeguarding of EU's financial interest and conflict of interest

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

Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The Supplier is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

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

In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the

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

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

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

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

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

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

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

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

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

Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the city in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Article 0 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

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

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

Drawn up on [DATE]

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

CFO

[company name]

[name of representative]

[position of representative]

Annex 1 to the Services Agreement

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

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

- Task 1
- Task 2

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

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

Charging the compensation to EIT UM (as per Article 4 of the Agreement)

Supplier may charge the amounts of the Agreement at the end of the following period:

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

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

Payment term (expressed in calendar days)	30 days
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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 31st March 2026. Should such lack of signature occur, EIT UM

shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date included in the notice of suspension lift or (ii) 31st March 2026. If lifted, suspension will not alter the original termination date of the agreement. Should EIT UM not have assigned a Grant Agreement with EIT by 31st March 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

Annex 2 to the Services Agreement

Data Processing Agreement

- I. The processing of personal data is subject to Regulation (EU) 2016/679 of the European Parliament and Council regarding the protection of individuals in respect of the processing of their personal data and of the free circulation of such data (hereinafter referred to as “**GDPR**”) and the Spanish Organic Law 3/2018, of 5th December, on Personal Data Protection and Guarantee of Digital Rights.
- II. The Parties have determined to enter into this data processing agreement (hereinafter referred to as the “**Data Processing Agreement**”) having due regard to Article 28 of the GDPR.
- III. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the “**Agreement**”)
- IV. In the course of providing the services, the Supplier as “**Data Processor**” may process personal data on behalf of EIT UM (hereinafter referred to as: “**Personal Data**”). Therefore, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW IT IS HEREBY AGREED as follows:

1. Purpose of the Processing Engagement.

1.1 The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the Data Processor shall be responsible for the processing of the Personal Data contained in some databases owned by the EIT UM and/or the Personal Data collected from data subjects, in order to be able to fulfill with the Agreement obligations. In no case the Data Processor may use the data to its own purposes.

2. Processing of EIT UM’s Personal Data

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

2.2 The Data Processor shall:

- 2.2.1 Comply with all applicable data protection laws in the processing of EIT UM's Personal Data;
- 2.2.2 Not process EIT UM's Personal Data other than on the relevant EIT UM's documented instructions and only for the purpose of providing the services under the Agreement. If the Data Processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the Data Processor shall immediately inform EIT UM.
- 2.2.3 In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UM, the Data Processor shall comply with the GDPR in the collection of any such data, including collecting the data subjects express consent, where applicable and if so instructed by EIT UM. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.
- 2.2.4 Describe the specifications of the processing: subject-matter, duration nature and purpose of the processing, the type of personal data, categories of data subjects and the subcontracted processing, according to **Exhibit A**.
- 2.2.5 If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT UM according to art. 30.5 of the GDPR, containing:
- The name and contact details of the Data Processor and sub-processors and each person in charge of the processing.
 - The categories of processing carried out on behalf of each responsible.
 - If applicable, transfers of Personal Data to a third country or international organisation, including the identification of that third party country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49 (1) of the GDPR, the documentation of adequate guarantees.
 - An overview of the technical and organizational measures of security relating to:
 - Pseudonymization and encryption of Personal Data.
 - The ability to ensure the permanent confidentiality, integrity, availability and resilience of processing systems and services.
 - The ability to restore availability and access to Personal Data quickly, in the event of a physical or technical incident.

- The process of regular verification, evaluation, and valuation of the effectiveness of technical and organisational measures to guarantee the security of the treatment.

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

The Data Processor may communicate the Personal Data to other processors of the same EIT UM, in accordance with EIT UM's instructions. In this case, EIT UM shall identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied for the communication.

3. Data Processor Personnel

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

4. Security

- 4.1** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall in relation to EIT UM's Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2** In assessing the appropriate level of security, Data Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.
- 4.3** In any case, the Data Processor shall implement mechanisms to:
- Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.

- Restore availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures in place to the security of the processing.
- Pseudonymize and encrypt Personal Data, where appropriate.
- Designate a data protection officer and communicate his/her identity and contact details to the EIT UM, where appropriate.

5. Outsourcing

- 5.1 The Data Processor shall not outsource the provision of any of the services to be performed under this Data Processing Agreement which involve the processing of Personal Data, except for ancillary services needed for the normal operation of the Data Processor's services.
- 5.2 When it is necessary to outsource any processing, EIT UM shall be informed by written means of this fact in writing 15 days in advance, and receive an indication of the processing that is intended to be outsourced and identify clearly and unambiguously the subcontractor and its contact details. The outsourcing may be undertaken only if the EIT UM approves it.
- 5.3 The subcontractor, who will also be a processor, shall be obliged to comply with the Data Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Data Processor's responsibility to regulate the new relationship so that the subcontractor may be subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the Data Processor regarding the proper processing of Personal Data and the safeguarding of the rights of data subjects. In the event of non-compliance on the part of the subcontractor, the Data Processor will remain fully liable to the EIT UM.

6. Data Subject Rights

- 6.1 Taking into account the nature of the processing, the Data Processor shall assist EIT UM by implementing appropriate technical and organizational measures, in so far as this is possible, for the fulfilment of EIT UM's obligations, as reasonably understood by EIT UM, in responding to the exercise of the rights of:
- Access, rectification, erasure and objection.
 - Limitation of processing

- Data portability
- Not to be subject to automated individualized decisions (including profiling).

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

7. Personal Data Breach

7.1 The Data Processor shall notify EIT UM without undue delay upon becoming aware of a Personal Data breach affecting EIT UM's Personal Data, providing EIT UM with sufficient information to allow EIT UM to meet any obligations to report or inform data subjects of the Personal Data breach under the data protection laws.

7.2 The Data Processor shall co-operate with EIT UM and take reasonable commercial steps as are directed by EIT UM to assist in the investigation, mitigation and remediation of each such Personal Data breach.

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

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

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

8. Data Protection Impact Assessment and Prior Consultation

- 8.1 The Data Processor shall provide reasonable assistance to EIT UM with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which EIT UM reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other data protection law, in each case solely in relation to processing of EIT UM's Personal Data by, and taking into account the nature of the processing and information available to the subcontractors.

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

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

10. Audit rights

- 10.1 The Data Processor shall make available to EIT UM, upon request, all information necessary to demonstrate compliance with this Data Processing Agreement and shall allow and contribute to audits, including inspections, by EIT UM or an auditor mandated by EIT UM in relation to the processing of EIT UM's Personal Data.

11. Data Transfer

- 11.1 The Data Processor may not transfer or authorize the transfer of Personal Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of EIT UM. If Personal Data processed under this Data Processing Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual

clauses for the transfer of Personal Data.

12. General Terms

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

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

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

Exhibit A

1. Description of Personal Data processing

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

1.2. The processing will consist of:

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

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

- Collection
- Recording
- Structuring
- Modification
- Conservation
- Extraction
- Consultation
- Communication by transmission
- Dissemination

- Interconnection
- Collation
- Restriction
- Deletion
- Destruction
- 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

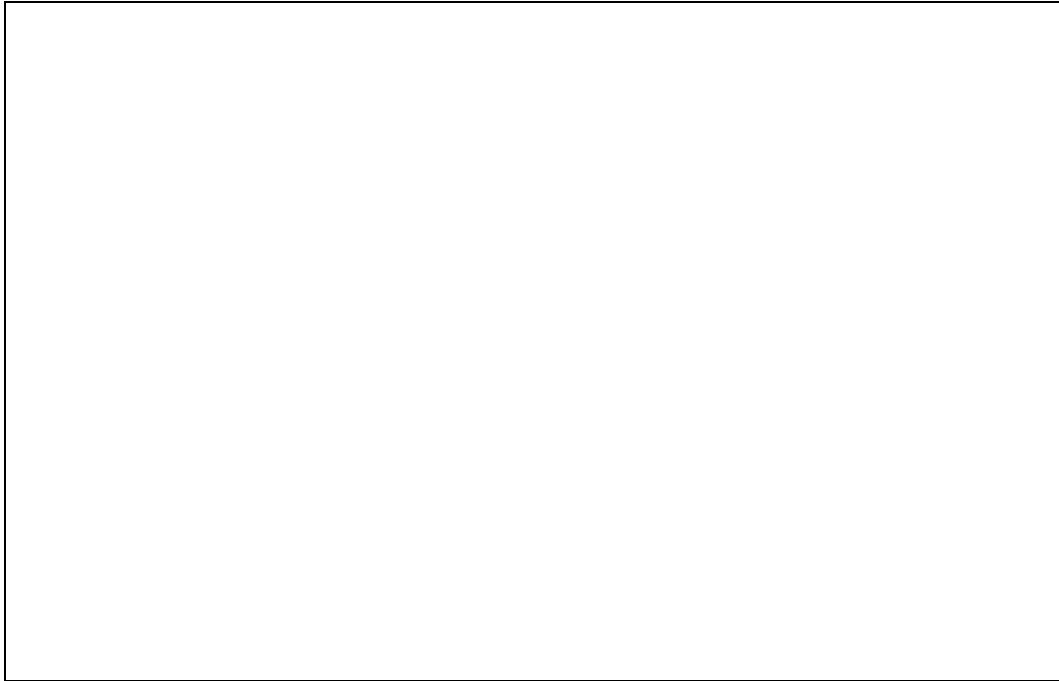
3. Duration

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	< >
Registered address	< >
VAT/Tax registration number	< >
Company registration number	< >

2. Contact person

Name	< >
Address	< >
Telephone	< >
E-mail address	< >

3. Statement

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

Award criteria	Tenderer's Offer
Financial offer: <presented in EUR (net amount, excl. VAT)>	net X EUR
<Technical offer: (if applicable) > <e.g. presented in number of years of experience> e.g.: • name and professional capacity of Expert 1 (according to RFP 4.2 a) ii) • name and professional capacity of Expert N (according to RFP 4.2 a) ii)	e.g.: • Expert 1: XY – X years of experience • Expert N: XY – X years of experience

Signed:

[Signature of representative]

[Position of representative]

1.3 Tenders' Declaration Form

<Date>

<Name and address of Contracting Authority >

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

TENDERER'S DECLARATION

Dear Sir/Madam,

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

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

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

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

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

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

Yours faithfully,

<Signature of authorised representative>

1.4 One-Page Pricing Summary

1. Total Budget Overview

Budget Component	Amount (EUT, excl. VAT)
Total Available Yearly Budget	
Proposed Agency Fees (evaluated)	
Proposed Paid Media & Tool Budget (not evaluated)	

2. Agency Fees – Monthly Breakdown

Service Category	Monthly Fee (EUR)	Notes / Description
Strategy & Planning		
Campaign Management (paid & non-paid)		
Creative & Content Production		
Website & SEO Support		
Email Marketing Support		
Reporting & Performance Analysis		
Account Management		
Total Monthly Agency Fee		

Note: This portion of the budget will be evaluated. Paid media and tool costs are not evaluated.

3. Paid Media & Marketing Tools – Indicative Monthly Allocation

Month	Paid Media Investment (EUR)	Tools/Platforms (EUR)	Total (EUR)
Month 1			
Month 2			
Month 3			
Month 4			
Month 5			
Month 6			
Month 7			
Month 8			
Month 9			
Month 10			
Month 11			
Month 12			

4. Fee Structure Declaration

Fee model:

Agency fees payable independently of paid media investment: ____ Yes

Assumptions / Notes:

Instructions to Tenderer

- Complete all fields in EUR (excluding VAT).
- Agency fees must be **separate** from paid media budget.