

Request for Proposals

Ecosystem Development in France'26-28

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT URBAN MOBILITY INNOVATION HUB SOUTH S.L.

Carrer de Pamplona, 104,

08018 Barcelona

Spain

28th August 2026

eiturbanmobility.eu

Contents

1. Overview of EIT Urban Mobility	3
2. General Objectives and Scope of Work.....	4
2.1 General objectives.....	4
2.2. Detailed scope of work	5
2.3. Location, timing, planning and reporting.....	8
2.3.1 Start date & period of implementation	8
2.3.2 Location	8
2.3.3 Payment terms	9
2.4. Methodology of work.....	11
2.5. Deliverables	12
2.6. IT Security Requirements.....	15
2.7 Data Protection, Privacy and Information Security Compliance	16
3. Proposal Process.....	16
3.1. Proposal Schedule	16
3.2. Participation	16
3.3. Submission of proposal.....	17
3.4. Minimum requirements.....	17
3.5. Validity of the proposal.....	18
3.6. Additional information before the deadline for submitting proposals	18
3.7. Cost for preparing proposals	18
3.8. Ownership and confidentiality of proposals.....	18
3.9. Clarification related proposals.....	19
3.10. Negotiation about the submitted proposal	19
4. Evaluation of proposals.....	19
4.1. Exclusion criteria	19
4.2. Award criteria	20
4.3. Selection of the suppliers.....	26
4.4. Signature of contract(s)	26
4.5. Cancellation of the proposal procedure	27
4.6. Appeals / Complains.....	27

4.7. Ethics clauses / Corruptive practices.....	27
4.8. Safeguarding of EU's financial interest	27
Annexes	28
1.1 Annex 1 – Service Agreement	28
1.2 Tenders Submission Form	54
1.3 Tenders Declaration Form.....	56

1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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

2. General Objectives and Scope of Work

2.1 General objectives

By the present procurement procedure, EIT Urban Mobility Innovation Hub South S.L., hereinafter being referred to as “EIT UM” or “IH South”, is seeking professional expertise to strengthen the presence and positioning of EIT Urban Mobility within the French ecosystem, by appointing Ecosystem Development Organisations (hereinafter being referred to as “Ecosystem Organisations”). This document, along with its annexes, constitute a Request for Proposal (RFP) issued by EIT Urban Mobility for a potential procurement of services in the field of local ecosystem enablers and facilitators.

Ecosystem Organisations are understood as entities with demonstrated experience and an active role in the urban mobility, transport, and mobility innovation ecosystem, facilitating collaboration and knowledge exchange between industry, startups, research and technology organisations, universities, investors, public authorities, as well as cities and metropolitan areas. These organisations typically provide services such as ecosystem coordination, partner matchmaking, collaborative project development, access to innovation networks, and stakeholder integration across regional, national, and European value chains, playing a key role in fostering cross-sector partnerships and enabling the scale-up and adoption of innovative mobility solutions

These Ecosystem Organisations are expected to support the expansion and consolidation of EIT UM’s activities in France by actively identifying, engaging, and connecting high-potential stakeholders within the urban mobility ecosystem.

In particular, they should facilitate direct engagement with large companies, cities, and metropolitan areas, with the objective of generating qualified leads and, in close collaboration with EIT UM, maximising their conversion into new partners.

For the purposes of this request, large companies are defined as organisations that exceed the European Commission’s definition of Small and Medium-sized Enterprises (SMEs), namely companies with 250 or more employees, or an annual turnover exceeding €50 million, or a balance sheet total exceeding €43 million.

For the purposes of this request, cities are defined as municipalities with a population of more than 25,000 inhabitants.

For the purposes of this request, metropolitan areas are defined as metropolitan authorities, metropolitan governments, or equivalent territorial entities representing urban areas with a population of more than 300,000 inhabitants.

Their role will focus on driving concrete collaboration opportunities and contributing actively to the conversion of new partners into the EIT UM network, supporting the deployment and scale-up of innovative urban mobility solutions in France.

The general objectives of this process are:

- **Strengthening EIT UM's presence in France** by establishing structured engagement with key stakeholders in the urban mobility ecosystem.
- **Expanding the EIT UM network** through the identification, engagement, and conversion of new partners, with a specific focus on **large companies, cities and metropolitan areas**.
- **Positioning and promoting the value of EIT UM membership** by clearly communicating its benefits, opportunities, and programmes to high-potential stakeholders.
- **Developing a strong pipeline of qualified leads** aligned with EIT UM's priorities, enabling long-term collaboration and participation in EIT UM activities.

2.2. Detailed scope of work

As part of this initiative, EIT UM intends to structure its activities in France through a **regional approach**, ensuring comprehensive coverage of key urban mobility ecosystems across the country.

To this end, the scope of this process is divided into **several geographical areas (lots)** covering different parts of France. Tenderers may apply for one or more lots, depending on their capacity, expertise, and territorial coverage. Each lot constitutes a separate application, and tenderers must submit a dedicated proposal for each lot for which they wish to be considered.

The geographical areas are defined as follows:

- **Lot 1:** Eastern France (Grand Est, Bourgogne-Franche-Comté)
- **Lot 2:** South-Eastern France (Auvergne-Rhône-Alpes, Centre-Val de Loire, Provence-Alpes-Côte d'Azur, Corse)
- **Lot 3:** Île-de-France & Northern France (Île-de-France, Normandy, Hauts-de-France)
- **Lot 4:** Western and Southern France (Brittany, Pays de la Loire, Nouvelle-Aquitaine, Occitanie)

Each selected Ecosystem Organisation must demonstrate a strong operational presence within the geographical area corresponding to the lot for which it applies (Lot 1, Lot 2, Lot 3, or Lot 4). A strong

operational presence may be demonstrated through ongoing activities, established stakeholder relationships, local personnel, offices, membership networks, or other evidence of sustained engagement within the geographical area. In addition, it must demonstrate the capacity to leverage its expertise and network to engage relevant stakeholders at the national level across France, including organisations with a broader national footprint that form part of its ecosystem.

Within each lot, the selected Ecosystem Organisation will be responsible for delivering a set of coordinated activities aimed at identifying and engaging high-potential stakeholders, and, in close collaboration with EIT Urban Mobility, converting them into partners.

The main purpose of this request is to identify and engage qualified Ecosystem Organisations capable of acting as local ecosystem facilitators in France, with a strong focus on partner acquisition and ecosystem expansion.

A strong focus will be placed on the development of a structured pipeline and the continuous progression of leads towards partnership conversion.

The scope of work includes, but is not limited to, the following activities:

1. Ecosystem mapping and stakeholder identification

- Identify, map, and maintain an updated overview of key stakeholders in the assigned geographical area, with a specific focus on **large companies, cities, and metropolitan areas**.
- Prioritise high-potential organisations aligned with EIT Um's strategic priorities and partnership model.
- Continuously monitor the local ecosystem to identify new relevant actors and opportunities.

2. Lead generation and pipeline development

- Proactively identify and generate **qualified leads** with strong potential to become partners of EIT UM.
- Develop, structure, and maintain an **active pipeline of prospects**, ensuring regular updates and prioritisation.
- Ensure that identified leads are well-qualified in terms of relevance, strategic fit, and interest in collaboration.

3. Stakeholder engagement and relationship development

- Establish and develop direct relationships with identified stakeholders through **targeted outreach, meetings, and follow-up actions**.
- Clearly communicate EIT UM's mission, activities, and value proposition to relevant stakeholders.

- Facilitate **introductions, one-to-one meetings, and matchmaking actions** between EIT UM and potential partners.
- In addition to regional ecosystem engagement activities, leverage existing networks, where relevant, to facilitate connections between EIT Urban Mobility and national-level stakeholders within the French mobility ecosystem, including ministries, national agencies, public bodies, and sectoral organisations that may contribute to EIT Urban Mobility's strategic objectives in France.

4. Lead progression and conversion into partners

- Work in close with EIT UM to **support the conversion of qualified leads into new partners**, acknowledging that the final conversion and onboarding process is primarily led by EIT UM.
- Contribute to the progression of leads across the engagement funnel, from initial contact to advanced discussions.
- Support the preparation, coordination, and follow-up of interactions required to advance leads towards partnership.

5. Promotion of EIT UM value proposition

- Promote the benefits, opportunities, and programmes of EIT UM to targeted stakeholders.
- Ensure a consistent and accurate communication of EIT UM's offering to priority organisations.
- Identify and leverage **relevant local opportunities** (e.g. sector events, targeted meetings, ecosystem gatherings) to increase visibility among priority stakeholders.

6. Coordination and reporting

- Ensure close and continuous coordination with the EIT UM team.
- Provide regular updates on **pipeline status, engagement activities, and progress towards conversion**.
- Deliver structured reporting on activities, outcomes, challenges, and opportunities for improvement.

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is, at the latest, 06/10/2026 and is expected to last, at the latest, until 31/12/2028*.

2.3.2 Location

Each Ecosystem Organisation applying for a lot must have a physical presence within the geographical area corresponding to that lot (Lot 1, Lot 2, Lot 3, or Lot 4), while also demonstrating the capacity to leverage its expertise and network to engage relevant stakeholders at the national level across France.

However, this project doesn't have a specific office location during the implementation and planning. The Ecosystem Organisation 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.

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 each lot for years covering 2026, 2027*, and 2028*.

A separate contract will be signed with each of the selected Ecosystem Organisations corresponding to each of the four (4) lots.

2026 = Lot 1: = 5,000 € (VAT excluded).

Lot 2: = 5,000 € (VAT excluded).

Lot 3: = 5,000 € (VAT excluded).

Lot 4: = 5,000 € (VAT excluded).

2027* = Lot 1: = 16,250 € (VAT excluded).

Lot 2: = 16,250 € (VAT excluded).

Lot 3: = 16,250 € (VAT excluded).

Lot 4: = 16,250 € (VAT excluded).

2028* (Optional) =

Lot 1: = 16,250 € (VAT excluded).

Lot 2: = 16,250 € (VAT excluded).

Lot 3: = 16,250 € (VAT excluded).

Lot 4: = 16,250 € (VAT excluded)..

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

For the year 2026, the maximum budget allocated per lot is €5,000 (VAT excluded), and payment will be made as follows:

1. Advance Payment 2026: 50% of the contracted amount for 2026.
2. Final payment 2026: 50% of the contracted amount for 2026, disbursed upon successful completion of the year's activities and approval of all deliverables.

For the year 2026, the final payment may be reduced by €500 for each of the five (5) deliverable units not achieved under the contract, up to a maximum total reduction of €2,500.

For the year 2027*, the maximum budget allocated per lot is €16,250 (VAT excluded), and payment will be made as follows:

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

Important : For the year 2027, reductions may be applied to the final payment if the deliverables are not achieved, as follows:

- Deliverable 1: up to **€1,000**
- Deliverable 2: up to **€1,000**
- Deliverable 3: up to **€500**
- Deliverable 4: up to **€500**
- Deliverable 5: up to **€500**
- Deliverable 6: up to **€500**

The maximum cumulative reduction that may be applied to the final payment shall not exceed **€4,000 per year**.

For the year 2028*, there is an option of a contract extension of 1 year, provided a positive performance evaluation of the contract activities. The maximum budget allocated per lot is €16,250 (VAT excluded), and payment will be made as follows:

1. Advance payment 2028: 40% of the contacted amount for 2028.
2. Final payment 2028: 60% of the contracted amount for 2028, disbursed upon successful completion of the year's activities and approval of all deliverables.

Important : For the year 2028, reductions may be applied to the final payment if the deliverables are not achieved, as follows:

- Deliverable 1: up to **€1,000**
- Deliverable 2: up to **€1,000**
- Deliverable 3: up to **€500**
- Deliverable 4: up to **€500**
- Deliverable 5: up to **€500**
- Deliverable 6: up to **€500**

The maximum cumulative reduction that may be applied to the final payment shall not exceed **€4,000 per year**.

These amounts, or those of the financial offer (whichever is lower) will be reflected in the contract, in accordance with the terms and conditions agreed upon at contract signature. All payments are subject to:

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

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

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

** The continuation of the service in each subsequent year is subject to the needs of EIT UM and a satisfactory performance review. EIT Urban Mobility reserves the right to terminate the contract for subsequent years, either for all lots or individually per lot, based on these conditions.*

2.4. Methodology of work

The selected Ecosystem Organisation shall adopt a proactive and partnership-oriented approach focused on the identification, engagement, and progression of high-potential stakeholders towards partnership opportunities with EIT UM.

- The selected Ecosystem Organisation shall appoint a representative who will act as the main contact person and coordinate the implementation of the contract.

- The main point of contact (SPOC) at EIT Urban Mobility during the contract period will be Marta Alvarez, Partner Manager at EIT UM, or any person subsequently appointed by EIT UM.
- EIT UM and the selected Ecosystem Organisation will organise a kick-off meeting at the start of the contract to align on objectives, priorities, target stakeholders, reporting requirements, and ways of working.
- The appointed representatives of both parties will meet at least once per month through coordination meetings, unless more frequent meetings are required.
- Due to the expected workload associated with the planning, execution, and management of the activities requested under this tender, the selected Ecosystem Organisation shall allocate sufficient personnel and resources to ensure the successful delivery of all contractual obligations.
- The selected Ecosystem Organisation is expected to maintain regular communication with EIT UM, provide timely updates on pipeline development and stakeholder engagement activities, and promptly flag any risks, challenges, or opportunities that may affect the achievement of the agreed objectives.

2.5. Deliverables

DELIVERABLES 2026

During the performance of activities, the provider shall ensure:

- 1) Presence of one representative from the selected Ecosystem Organisation at the annual edition of Tomorrow.Mobility World Congress held in Barcelona in November. The representative is expected to attend at least 2 out of the 3 event days and participate, where possible, in activities organised by EIT UM for its partners.
- 2) Organisation and facilitation of at least 2 one-to-one meetings per year (online or in person) between EIT UM and relevant stakeholders in France, of which at least 1 meeting must involve large companies, cities, or metropolitan areas.
- 3) Identification of at least 1 qualified lead per year, derived from the above interactions or additional outreach activities. A qualified lead is defined as an organisation that has demonstrated a clear interest in the benefits and opportunities of EIT UM partnership, following a joint meeting involving EIT UM, the selected Ecosystem Organisation, and the potential partner, and subsequent follow-up engagement. This lead should be a large company, city or metropolitan area located in France.
- 4) Inclusion and promotion of EIT UM activities (such as open calls, programmes, and opportunities) in at least 1 communication per year (e.g. newsletters, newsletters-style mailings, community updates, mailing lists, or similar dissemination formats), targeting relevant stakeholders.

5) Submission of a pipeline and activity report, including detailed tracking of meetings, qualified leads, and conversion progress.

- Overview of all activities carried out and summary of total meetings and qualified leads
- List of meetings organised, including date, participants (EIT UM, Ecosystem Organisation, and stakeholder), and outcome.
- List of qualified leads identified, including a brief description of the organisation, relevance, and interest level.
- Status of each lead within the pipeline (e.g. contacted, meeting held, follow-up, advanced discussion, converted into partner).
- Summary of follow-up actions and next steps agreed.

EIT Urban Mobility reserves the right to request additional information or clarification on any reported lead or activity.

DELIVERABLES 2027

During the performance of activities, the provider shall ensure:

- 1) Identification of at least 6 qualified leads per year. A qualified lead is defined as an organisation that has demonstrated a clear interest in the benefits and opportunities of EIT UM partnership, following a joint meeting involving EIT UM, the selected Ecosystem Organisation, and the potential partner, and subsequent follow-up engagement. Of these, at least 4 must be large companies, cities, or metropolitan areas located in France.
- 2) Contribution, in close collaboration with EIT UM, to the conversion of at least 2 qualified leads (large companies, cities, and metropolitan areas) into new partners in France during the implementation period.
- 3) Identification of at least 1 relevant event per year in which the selected Ecosystem Organisation is either the organiser or plays an active role, ensuring the active participation and visibility of EIT UM, by supporting its promotion towards relevant stakeholders within their network, either by facilitating interactions with qualified potential partners present at the event and/or by enabling EIT UM's involvement in event activities (e.g. panels, roundtables, or similar formats).
- 4) Inclusion and promotion of EIT UM activities (such as open calls, programmes, and opportunities) in at least 3 communications per year (e.g. newsletters, newsletters-style mailings, community updates, mailing lists, or similar dissemination formats), targeting relevant stakeholders.

5) Local intelligence gathering: 1 description document of the local innovation ecosystem, including needs and gaps, challenges observed in delivering EIT UM activities, unexplored opportunities (yearly updates)

6) Submission of biannual (2 per year) pipeline and activity reports, including detailed tracking of meetings, qualified leads, and conversion progress. Each report should include the following:

- Overview of all activities carried out and summary of total meetings, qualified leads, and partners onboarded
- List of meetings organised, including date, participants (EIT Urban Mobility, Ecosystem Organisation, and stakeholder), and outcome.
- List of qualified leads identified, including a brief description of the organisation, relevance, and interest level.
- Status of each lead within the pipeline (e.g. contacted, meeting held, follow-up, advanced discussion, converted into partner).
- Summary of follow-up actions and next steps agreed.
- Key achievements, challenges and recommendations for future engagement

EIT UM reserves the right to request additional information or clarification on any reported lead or activity.

DELIVERABLES 2028 (Optional)

During the performance of activities, the provider shall ensure:

- 1) Identification of at least 6 qualified leads per year. A qualified lead is defined as an organisation that has demonstrated a clear interest in the benefits and opportunities of EIT UM partnership, following a joint meeting involving EIT UM, the selected Ecosystem Organisation, and the potential partner, and subsequent follow-up engagement. Of these, at least 4 must be large companies, cities, or metropolitan areas located in France.
- 2) Contribution, in close collaboration with EIT UM, to the conversion of at least 2 qualified leads (large companies, cities, and metropolitan areas) into new partners in France during the implementation period.
- 3) Identification of at least 1 relevant event per year in which the selected Ecosystem Organisation is either the organiser or plays an active role, ensuring the active participation and visibility of EIT UM, by supporting its promotion towards relevant stakeholders within their network, either by facilitating interactions with qualified potential partners present at the event

and/or by enabling EIT UM's involvement in event activities (e.g. panels, roundtables, or similar formats).

4) Inclusion and promotion of EIT UM activities (such as open calls, programmes, and opportunities) in at least 3 communications per year (e.g. newsletters, newsletters-style mailings, community updates, mailing lists, or similar dissemination formats), targeting relevant stakeholders.

5) Local intelligence gathering: 1 description document of the local innovation ecosystem, including needs and gaps, challenges observed in delivering EIT UM activities, unexplored opportunities (yearly updates)

6) Submission of biannual (2 per year) pipeline and activity reports, including detailed tracking of meetings, qualified leads, and conversion progress. Each report should include the following:

- Overview of all activities carried out and summary of total meetings, qualified leads, and partners onboarded
- List of meetings organised, including date, participants (EIT Urban Mobility, Ecosystem Organisation, and stakeholder), and outcome.
- List of qualified leads identified, including a brief description of the organisation, relevance, and interest level.
- Status of each lead within the pipeline (e.g. contacted, meeting held, follow-up, advanced discussion, converted into partner).
- Summary of follow-up actions and next steps agreed.
- Key achievements, challenges and recommendations for future engagement

EIT UM reserves the right to request additional information or clarification on any reported lead or activity.

2.6. IT Security Requirements

If external platforms, tools, or systems are used by the Ecosystem Organisations to connect to EIT Urban Mobility's IT infrastructure as part of the service delivery, they should meet the minimum security requirements aligned with the ISO 27001 framework.

2.7 Data Protection, Privacy and Information Security

Compliance

The Ecosystem Organisations shall not transfer, access, store, or otherwise process personal data outside the European Economic Area (EEA), nor permit any subcontractor or third party to do so, without prior written notification to EIT Urban Mobility. Where a transfer of personal data outside the EEA is envisaged, the Ecosystem Organisations shall inform EIT Urban Mobility in advance and provide full details of such transfer.

3. Proposal Process

3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	28th August, 2026
Deadline for clarifications submission by participants by 16hrs on	14th September, 2026
Deadline for submitting proposal	21st September, 2026
Intended date of notification of award	28th September, 2026
Stand still period	5 days
Intended date of contract signature	5th October, 2026
Intended start date of the contract implementation	6th October, 2026

3.2. Participation

Participation in this procedure is open to all interested participants.

3.3. Submission of proposal

Proposals are requested to be emailed in written form, **in English** to the following address until **the deadline of 21st September 2026**, at **16:00 Central European Time**, to:

Subject Title : Rfp Ecosystem Development in France '26-28

Contact name: Ms. Marta Alvarez, Partner Manager at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

The proposal shall contain:

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

The email including the proposal from the bidder should be sent and delivered by 21st September 2026, at 16:00 Central European Time.

- Proposal must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderer is, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counterproposals, if applicable, shall also become an integral part of any resulting contract.
- The tenderer represents that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also affirms that it has read the request for proposals and has the experience, skills, and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

3.4. Minimum requirements

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

- Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents

showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);

- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have to submit their proposal in their offer. Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged to accept any amendment requests, proposed modifications nor contract templates.

3.5. Validity of the proposal

Tenderers are bound by its proposal 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 Title : Additional Information: Rfp Ecosystem Development in France '26-28

Contact name: Mrs. Marta Alvarez, Partner Manager at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

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

3.8. Ownership and confidentiality of proposals

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

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

3.9. Clarification related proposals

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

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 it 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.

This evaluation and selection process will be carried out independently for each of the four (4) lots.

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
Rationale & Methodology Description: • Understanding of the objectives and scope of this RFP • Proposed methodology to: ○ identify and prioritise stakeholders ○ generate qualified leads ○ manage a structured pipeline ○ approach to engagement and follow-up	

○ coordination with EIT Urban Mobility As evidence, please include: • Description of methodology and work plan • Explanation of how leads will be identified, engaged, and followed up • Description of tools or systems used for pipeline management Based on the evidence provided, the tender will be scored as follows: • Excellent understanding and methodology (20 points): The proposal demonstrates a comprehensive understanding of the objectives of the RFP, provides a clear and detailed methodology covering all requested activities, includes a robust stakeholder engagement and lead-generation approach, presents a structured pipeline management process, and offers relevant added value beyond the minimum requirements. • Good understanding and methodology (10 points): The proposal demonstrates a good understanding of the objectives of the RFP and provides a relevant methodology covering most requested activities, with only minor gaps in detail, stakeholder engagement approach, or pipeline management. • Moderate understanding and methodology (5 points): The proposal demonstrates a basic understanding of the objectives of the RFP and provides a methodology that addresses the main requirements but lacks detail, structure, or clear implementation mechanisms. • Poor or unclear approach (0 points): The proposal demonstrates limited understanding of the objectives of the RFP, provides an incomplete or unclear methodology, and does not sufficiently address the required activities, stakeholder engagement approach, or pipeline management process.	Max. 20 points
--	-----------------------

Access to ecosystem and network strength Description: Evaluation of the organisation's capacity to access and engage relevant stakeholders within the mobility ecosystem. As evidence, please include: • Total number of active members within the organisation's ecosystem. • Detailed examples of seven (7) organisations within their ecosystem, including: ○ Name of the organisation. ○ Type of stakeholder (large company, city, metropolitan area, research organisation, etc.). ○ Description of the relationship. ○ Example of collaboration, interaction, or engagement carried out since 2020. Important : At least four (4) of the seven (7) organisations presented must be large companies, cities, or metropolitan areas, as set out in section 2.1 above. A. Size of the ecosystem (Max. 20 points) Based on the evidence provided, the tender will be scored as follows: • More than 400 active members within the organisation's ecosystem: 20 points • Between 300 and 400 active members within the organisation's ecosystem: 15 points • Between 200 and 299 active members within the organisation's ecosystem: 10 points • Less than 200 active members within the organisation's ecosystem: 5 points • No evidence of an active ecosystem or membership base: 0 points B. Quality and relevance of ecosystem examples (Max. 20 points) Based on the examples provided, the tender will be scored as follows: • Seven (7) relevant organisations provided, including at least four (4) large companies, cities, or metropolitan areas, with clear evidence of collaboration, interaction, or engagement: 20 points	Max. 40 points
--	-----------------------

• Five (5) to six (6) relevant organisations provided, including at least four (4) large companies, cities, or metropolitan areas, with clear evidence of collaboration, interaction, or engagement: 15 points • Four (4) relevant organisations provided, being large companies, cities, or metropolitan areas, with clear evidence of collaboration, interaction, or engagement: 10 points • Less than four (4) relevant organisations provided, being large companies, cities, or metropolitan areas, with clear evidence of collaboration, interaction, or engagement: 0 points For the purpose of this request, active members are understood as organisations formally affiliated with, participating in, or regularly engaged in the activities and services of the Ecosystem organisation.	
Relevant experience of the organisation Description: Evaluation of the organisation's experience in: • Ecosystem building. • Stakeholder engagement. • Partnership development. • Urban mobility, transport, innovation ecosystems, or EU-funded initiatives. As evidence, please include: • Total number of projects, programmes, collaborations, or initiatives in which the organisation has participated or supported. • Detailed examples of five (5) projects, programmes, or collaborations in which the organisation has participated or supported, including: ○ Title. ○ Scope. ○ Role of the organisation. ○ Outcomes achieved. ○ Website link or supporting evidence (if available). A. Overall experience of the organisation (Max. 15 points) Based on the evidence provided, the tender will be scored as follows:	Max. 30 points

• More than 300 projects, programmes, or collaborations: 15 points • Between 200 and 300 projects, programmes, or collaborations: 10 points • Between 100 and 199 projects, programmes, or collaborations: 5 points • Less than 100 projects, programmes, or collaborations, or no relevant experience demonstrated: 0 points B. Quality and relevance of project examples (Max. 15 points) Based on the project examples provided, the tender will be scored as follows: • Five (5) projects demonstrating experience in ecosystem building, stakeholder engagement, partnership development, urban mobility, transport, innovation ecosystems, or EU-funded initiatives, with clearly documented outcomes: 15 points • Three (3) to four (4) projects demonstrating experience in ecosystem building, stakeholder engagement, partnership development, urban mobility, transport, innovation ecosystems, or EU-funded initiatives, with clearly documented outcomes: 10 points • One (1) to two (2) projects demonstrating experience in ecosystem building, stakeholder engagement, partnership development, urban mobility, transport, innovation ecosystems, or EU-funded initiatives, with clearly documented outcomes: 5 points • No examples or insufficient evidence provided: 0 points	
Team and operational capacity Description: Evaluation of the organisation's capacity to successfully implement the activities described in the RFP, based on the qualifications, relevant experience, and operational presence of the proposed key personnel. Local presence requirement: The tenderer must demonstrate physical presence within the lot applied for through at least one member of the proposed team.	Max. 10 points

Evidence of such presence must be provided as part of the tender submission.

As evidence, please include:

- CVs of up to three (3) key personnel assigned to the contract.
- Description of roles and responsibilities.
- Evidence of physical presence within the lot applied for.

Scoring methodology:

The evaluation will be based on the average years of relevant professional experience of the proposed key personnel (maximum three individuals). Relevant experience must be demonstrated in at least two (2) of the following areas:

- Ecosystem building.
- Stakeholder engagement.
- Partnership development.
- Urban mobility, transport, innovation ecosystems, and/or EU-funded initiatives.

Experience will only be considered where clearly evidenced in the submitted CVs and demonstrably relevant to the scope of services requested under this RFP.

The average years of experience will be calculated as follows:

Total years of relevant experience of the proposed key personnel ÷
Number of proposed key personnel (up to a maximum of three).

Based on the evidence provided, the tender will be scored as follows:

- Average of 15 years or more of relevant experience: 10 points
- Average of 10 to 14 years of relevant experience: 7 points
- Average of 5 to 9 years of relevant experience: 3 points
- Average of less than 5 years of relevant experience, or insufficient evidence provided: 0 points

--	--

The applicable award criteria will be weighted as follows:

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

Aggregate evaluation and scoring:

- A. Technical content (maximum weighted score: 85%)
 - Evaluation of the technical content will be carried out following the below sub-criteria:
 - I. Technical capacity of the Tenderer (maximum score: 100)
- B. Financial offer (maximum weighted score: 15%)
 - The financial offer must be presented in EUR. Prices must be indicated as net amount, excl. VAT.
 - The lowest offered price shall receive the highest score (40 points), while all other offers shall be calculated proportionally using a linear equation. The financial score will then be weighted at 15%.

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 85%/15% basis, i.e.

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

Total financial score: max. 40 (weight: 15%)

Total score: max. 91 (total technical score x 0,85 + total financial score x 0,15)

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

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

4.4. Signature of contract(s)

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

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

Within 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 / Complaints

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 Urban Mobility Innovation Hub South S.L. a private limited company, having its registered office and place of business at Carrer de Pamplona, 104, 08018, Barcelona, Spain, with company registration number and VAT number B67576322, legally represented herein by **xxxxxx**, acting as **xxxxxx** of the company; hereinafter referred to as: the ‘**Contracting Party**’ or ‘**EIT UM**’;

and

xxxxxx a private limited company, having its registered office and place of business at **xxxxxx**, with company registration number _____ and VAT number _____ legally represented herein by _____ acting as legal representative; the ‘**Supplier**’;

Hereinafter jointly referred to as: the “**Parties**” or individually as a “**Party**”;

WHEREAS:

EIT UM has an internal strategy to offer certain services to its Partners and is in need for a specialized consultancy firm that supports the development of such services.

Supplier has knowledge and experience in performing the aforementioned Services described in Annex 1, on the basis of a temporary engagement (hereinafter: the ‘**Services**’);

Supplier is willing and able to provide the Services to EIT UM, as further provided for 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.

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.

Both the body and Annex 1, as well as the EIT UM Tender (as referred to in Annex 1) form the 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 the subcontracting. 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 EIT UM, 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 Supplier 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, organisational, 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.

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 0.

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 0.

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 0, 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).

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 Article 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 ("**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 contractor 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 country or state 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 Urban Mobility Innovation Hub South
S.L**

[name of representative]
[position of representative]

[company name]

[name of representative]
[position of representative]

ANNEX 1

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):

In application of Article 0 of the Agreement, the following Services shall be remunerated on the fixed rate, per type of Services, as follows:

Services	Price
[subject of the services]	[(unit) price of the services]

Charging the compensation to EIT UM (as per 0 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 0 of the Agreement):

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

Term of the Agreement (as per 0 of the Agreement):

In application of Article 0 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the Agreement)	Termination Date (i.e. date on which the last Service is expected to be delivered and paid)
[starting date of the contract]	[end date of the contract]

ANNEX 2¹

DATA PROCESSING AGREEMENT

EIT Urban Mobility Innovation Hub South S.L. a private limited company, having its registered office and place of business at Carrer de Pamplona, 104, 08018, Barcelona, Spain, with company registration number and VAT number B67576322, legally represented herein by [XXXX], acting as [XXXX] of the company; hereinafter referred to as: the '**Contracting Party**' or '**EIT UM**';

And

[XXXX], a [XXXX], national, domiciled in [XXXX], and holder of ID [XXXX], hereinafter referred to as "**Data Processor**" or "**Processor**";

Each of the Processor and the EIT UM to be referred individually as the "**Party**" and collectively, when the context so permits, as the "**Parties**"

WHEREAS

- 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.

¹ To include only when applicable.

- 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 “**Principal Agreement**”)
- IV. In the course of providing the services, the 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.

P

1.1 The purpose of this Data Processing Agreement is to establish the conditions under which during the provision of services the 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 such as but not limited to interviewees or speakers, in order to be able to fulfill with the Principal Agreement obligations. In no case the Processor may use the data to its own purposes.

2.
Processing of EIT UM's Personal Data

P

2.1 EIT UM instructs the 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. If the processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the processor shall immediately inform the Controller.

- 2.2.3 In the event that the Data Processor needs to process Personal Data of interviewees, speakers or any other data subject on behalf of the EIT UM, the Data Processor shall collect the data subjects express consent, according to art. 7 of the GDPR. 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 the Controller 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 the EIT UM's instructions. In this case, the 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. ata Processor Personnel

D

- 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 Principal 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. ecurity

S

- 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 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, 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 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

O

- 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 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 Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the 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 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 Processor will remain fully liable to the EIT UM.

6. Data Subject Rights

D

- 6.1 Taking into account the nature of the processing, 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

P

- 7.1 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 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 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 ~~and~~ 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 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 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 ~~contains~~ contains 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 Principal Agreement.

13. Governing Law and Jurisdiction

- 13.1 This Data Processing Agreement is governed by the laws of Spain.
- 13.2 Any dispute arising in connection with this Data Processing Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the Courts of the city of Barcelona.

IN WITNESS WHEREOF, this Data Processing Agreement is entered into with effect from the date first set out below.

**EIT Urban Mobility Innovation Hub South
S.L**

[name of representative]

[position of representative]

[Date]

[company name]

[name of representative]

[position of representative]

[Date]

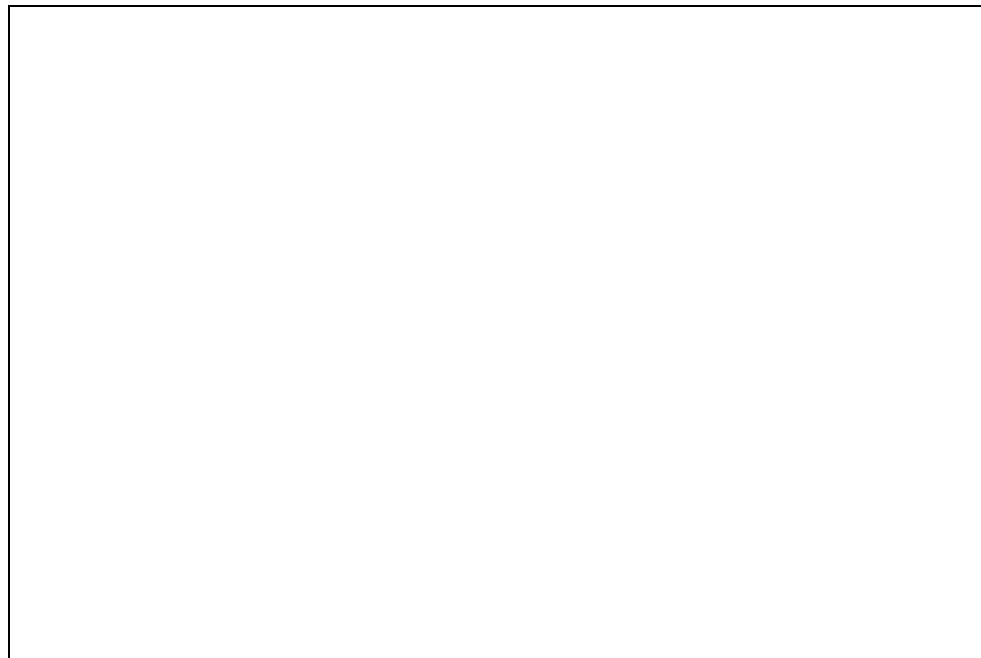
Exhibit A

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 service of **[XXX]**

1.2. The processing will consist of:

(Please describe the data processing e.g. record interviewee(s) in the streets)



1.3. Specification of the processing to be carried out:

☐ Collection

☐ Recording

☐ Structuring

☐ Modification

☐ Conservation

☐ Extraction

☐ Consultation

☐ Communication by transmission

- | | |
|--|--|
| ☐ Dissemination | ☐ Interconnection |
| ☐ Collation | ☐ Restriction |
| ☐ Deletion | ☐ Destruction |
| ☐ Conservation | ☐ Communication |

Other:

2. Identification of the affected information

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

-
-
-

3. Duration

This Contract shall enter into force upon being made and shall remain in force until the end of services data, that is on [XXX]

4. Subcontracting

The Data Processor is authorized to subcontract the following processing:
[XXX]

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>