# Request for Proposals

## Specialist Support for Calling2Scale UK : Future Cities

EIT Urban Mobility - Mobility more liveable urban spaces

EIT Urban Mobility KIC LE (“Contracting Authority” or “CA”)
Carrer de Pamplona, 104,
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9th November 2026

eiturbanmobility.eu

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# 1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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

## 1.1 Overview of EIT Hub UK and Calling2Scale UK

EIT Hub UK is the EIT Community's cross-sectoral presence in the United Kingdom. It connects European innovation with UK market opportunities by bringing together startups and scaleups, businesses, investors, researchers, public bodies and innovation organisations.

Calling2Scale UK is EIT Hub UK's market-access programme for established European startups and scaleups. The Future Cities edition will support approximately 15 competitively selected companies to understand UK demand, strengthen their route to market and develop relevant relationships with UK buyers, partners and investors.

# 2. General Objectives and Scope of Work

## 2.1. General objectives

By the present procurement procedure, EIT Urban Mobility, hereinafter referred to as "EIT UM", is seeking specialist market-access support for Calling2Scale UK: Future Cities by appointing one supplier (hereinafter referred to as the "Supplier"). This document, together with its annexes, constitutes a Request for Proposals (RFP) issued by EIT Urban Mobility for the potential procurement of programme-design, market-access, commercial-engagement and partnership-development services.

EIT Hub UK will own, govern and administer Calling2Scale UK. The Supplier will provide defined specialist expertise, market access and delivery support that EIT Hub UK does not hold or cannot efficiently provide internally. The Supplier will not assume overall programme ownership or duplicate the Hub's administration, communications, existing relationships or logistics.

Calling2Scale UK: Future Cities is a market-access programme for approximately 15 mature, high-potential European startups and scaleups with credible products or services relevant to defined UK Future Cities challenges. It is intended to help participating companies understand UK demand and develop viable opportunities with UK customers, pilot partners, investors and other market-entry partners.

The participant programme is expected to run for approximately two months. It will comprise six to eight weeks of remote preparation, led and coordinated primarily by EIT Hub UK, followed by a five-day UK Market Access Week. The remote phase will prepare companies for the UK market and for high-value engagement during the in-person week. Market Access Week will combine curated meetings, buyer and investor engagement, relevant market and site-based activity, roundtables and two substantive Supplier-led days.

Programme outcomes. The programme is intended to generate qualified UK customer and buyer relationships; pilot and proof-of-concept opportunities; commercial and implementation partnerships; investor and finance relationships; and stronger, evidence-based UK market-entry plans. Third-party purchases, pilots and investment cannot be guaranteed, but the programme and Supplier services shall be designed to create and progress credible opportunities beyond general learning or event attendance.

**Future Cities and New European Bauhaus.** EIT Hub UK will define a focused set of market-led challenges following interviews with UK partners. Relevant areas may include urban mobility and logistics; low-carbon buildings and infrastructure; circular and resource-efficient urban systems; urban data, connectivity and technology-enabled services; climate-resilient places; and inclusive, high-quality public and cultural spaces. Where relevant, the challenge framing and programme content will reflect New European Bauhaus principles of sustainability, inclusion and quality of place.

Within that programme, the Supplier will provide specialist Future Cities content, sector-specific growth support and market-access delivery. The assignment will review, further test and activate the challenge framework defined by EIT Hub UK before the startup call; support selection and preparation of the cohort; provide company-level opportunity diagnostics, specialist advice and two specialist online sessions; connect companies with relevant UK customers, public bodies, operators, investors and implementation partners; support cash sponsorship and commercial partnerships; and design and deliver defined components of Market Access Week.

**Sponsorship and financial sustainability.** The programme will be substantially supported through EIT grant funding, but EIT Hub UK is also required to generate cash income and strengthen financial sustainability. The Supplier will therefore support development and conversion of a commercially coherent cash-sponsorship proposition. In-kind venues, speakers, promotion and other support may add value to delivery but will not count towards the sponsorship-performance payment.

**Indicative programme timetable*.** Dates are provisional and remain subject to completion of the procurement and startup-call processes.

| PHASE | INDICATIVE TIMING |
|---|---|
| Supplier mobilisation, challenge review and market activation | First 10 working days of the contract. Contract commencement is intended on 1st December 2026. |
| Startup call and recruitment | 14th December 2026–24th January 2027 |
| Eligibility checks and provider-supported application assessment | 25th January–29th January 2027 |

| | |
|---|---|
| Moderation, final selection and participant notification | 1st -5th February 2027 |
| Company onboarding, diagnostics and UK opportunity mapping | 8th–26th February 2027 |
| Remote preparation programme | 18th February–16th April 2027 |
| UK Market Access Week | 19th–23rd April 2027 |
| Commercial follow-up | 26th April–21st May 2027 |
| Final reporting and substantive handover | 24th May–11th June 2027 |
| Final review, clarification, correction and acceptance process | 14th June–30th July 2027 |

*The timetable is indicative and remains subject to completion of the procurement process. Tenderers shall prepare their proposals on the assumption that the contract will commence on 1st December 2026. EIT Hub UK will provide the initial challenge definition and may launch the startup call before the Supplier's appointment. The Supplier will undertake rapid challenge review and targeted market testing following appointment and will support application assessment, programme preparation and delivery within the periods stated above. The final timetable will be confirmed at contract signature without materially altering the scope, deliverables or maximum contract value.

## 2.2. Detailed scope of work

EIT Hub UK will own and administer the programme. The Supplier shall provide the specialist market-facing services below. The mandatory core fee shall include all personnel, experts, associates and subcontractors required to deliver them.

EIT Hub UK will appoint and pay for a separate go-to-market (GTM) trainer outside this contract. The GTM trainer will provide support on company value propositions, market selection, messaging, sales approach and meeting or presentation preparation. Tenderers to this RFP shall not include generic go-to-market training in their technical or financial offers.

The Supplier's role under this contract is distinct: it shall provide Future Cities sector intelligence, challenge and opportunity analysis, specialist advice, UK procurement, regulations and adoption insight, and access to relevant UK market actors. The Supplier shall coordinate with the EIT-appointed go-to-market trainer, including participating in an initial alignment

meeting and sharing relevant company diagnostics and support plans, subject to applicable data-protection requirements. This coordination task may be budgeted in the proposal but shall avoid duplicate diagnostics or repeated requests to participating companies. The Supplier shall not be responsible for delivering or managing the separate go-to-market training.

The services required under this contract are organised into the following Six (6) Work Packages (WPs), which define the Supplier's mandatory activities, required outputs and acceptance evidence.

| WORK PACKAGE | MANDATORY ACTIVITY AND VOLUME | REQUIRED OUTPUT AND ACCEPTANCE EVIDENCE |
|---|---|---|
| WP1 : Mobilisation, challenge review and market activation | • Review the Hub-defined Future Cities challenge framework and evidence provided by the Hub.<br>• Complete at least six (6) targeted further-validation conversations with relevant UK buyers, cities, public bodies, operators, infrastructure or place owners or other challenge owners.<br>• Test the commercial relevance of the defined challenges and identify priority use cases, customer groups, procurement or adoption routes and potential programme contributors.<br>• Recommend limited refinements that remain within the published scope and do not alter applicant eligibility or materially change the basis on which applications will be assessed.<br>• Translate the findings into actionable priorities for application assessment, specialist support, opportunity brokerage and Market Access Week. | • Mobilisation plan;<br>• review of the Hub's challenge evidence and published call;<br>• records and conclusions of at least six targeted market conversations;<br>• risk and dependency log;<br>• concise challenge review and market-activation note identifying priority use cases, relevant market actors, procurement or adoption considerations and implications for selection and programme delivery;<br>• any proposed limited refinements submitted to EIT Hub UK for approval. |

| WORK PACKAGE | MANDATORY ACTIVITY AND VOLUME | REQUIRED OUTPUT AND ACCEPTANCE EVIDENCE |
|---|---|---|
| WP2 : Selection, diagnostics, specialist growth support and online preparation | • Provide up to two assessors and assess up to 30 eligible shortlisted applications.<br>• Review the materials of approximately 15 selected companies;<br>• lead one sector and opportunity diagnostic and produce one concise UK opportunity map, per company.<br>• Design and deliver two interactive specialist online sessions of up to two hours each. Sessions may address sector-specific UK market insight, buyer or challenge-owner engagement, procurement and adoption pathways, pilot development or structured buyer feedback.<br>• Source and coordinate a pool of relevant Future Cities specialists and provide at least 20 hours of specialist-adviser support across the cohort. Advice shall be matched to company-specific UK barriers and opportunities and may cover sector demand, buyer requirements, public or private procurement, regulation and standards, pilot design, commercial partnerships, investment and finance pathways, or technical adoption.<br>• Every company shall be offered at least one relevant individual or small-group consultation. The Supplier shall coordinate each consultation, capture agreed actions and provide reasonable follow-up or onward referral where appropriate.<br>• All adviser and contributor fees shall be included in the core price;<br>• a dedicated long-term mentor is not required for every company. | • Assessment records;<br>• approximately 15 completed diagnostics and approved UK opportunity maps;<br>• agreed plans, contributors and materials for two specialist online sessions;<br>• specialist-adviser pool and allocation;<br>• evidence of at least 20 adviser hours and access offered to every company;<br>• consultation topics, concise action records and any agreed follow-up or referrals;<br>• attendance, feedback and targeted-support records. |

| WORK PACKAGE | MANDATORY ACTIVITY AND VOLUME | REQUIRED OUTPUT AND ACCEPTANCE EVIDENCE |
|---|---|---|
| **WP3** : Buyers, investors, introductions and meetings | • Develop an agreed target list of approximately 8–12 relevant UK organisations per company.<br>• Actively engage at least 12 relevant programme organisations.<br>• Broker at least 45 qualified introductions, use reasonable endeavours to secure at least one Supplier-brokered meeting for every company, and target 25–30 resulting one-to-one meetings.<br>• Include buyers, public bodies, operators, implementation partners, investors and finance organisations according to fit. | • Company target lists;<br>• tailored direct introductions;<br>• preparation records;<br>• live introduction, meeting and opportunity tracker;<br>• evidence of reasonable follow-up and resulting next steps.<br>• Generic lists, mass mailings and event attendance do not count as qualified introductions. |
| **WP4*** : Sponsorship and commercial partnerships | • Refine the partnership proposition (to be approved by EIT Hub UK).<br>• Maintain a prioritised pipeline of 25–30 credible cash prospects.<br>• Undertake at least 10 qualified sponsor conversations and support at least six tailored proposals.<br>• Support negotiation and activation. EIT Hub UK will approve benefits, contract sponsors and retain all income; (third-party decisions are not an acceptance condition for the core fee). | • Approved partnership proposition;<br>• attributed prospect pipeline showing rationale, value, status, decision route and next action;<br>• conversation records;<br>• tailored proposals;<br>• negotiation and activation record;<br>• final sponsorship handover. |
| **WP5** : Market Access Week | • Advise on the commercial architecture, locations and stakeholder mix for a five-day UK programme (London to be included. Any additional location will follow cohort needs and buyer opportunities).<br>• Design and lead two substantive commercial-engagement days during the Market Access Week.<br>• Recruit relevant buyers, challenge owners, investors and finance organisations and broker appropriate meetings across the week (The Supplier is not responsible for participant travel, accommodation, venues, catering or general logistics and need not attend every day). | • Accepted commercial programme and stakeholder plan;<br>• two Supplier-led days delivered;<br>• participant and external-contributor preparation;<br>• attendance and activity evidence;<br>• updated meeting and opportunity tracker. |

| WORK PACKAGE | MANDATORY ACTIVITY AND VOLUME | REQUIRED OUTPUT AND ACCEPTANCE EVIDENCE |
|---|---|---|
| WP6 : Follow-up, reporting and handover | • Provide four weeks of bounded follow-up for live Supplier-originated opportunities, including reasonable follow-up with external organisations and one structured check-in with each company.<br>• Maintain the agreed trackers and transfer all relationship and opportunity information to EIT Hub UK. | • Current challenge, stakeholder, sponsorship, introduction, meeting and opportunity records;<br>• participant and partner feedback;<br>• concise final report covering delivery, outcomes, live opportunities, next actions, ownership, risks and recommendations;<br>• complete handover. |

* WP4 is a mandatory part of the fixed services and shall be delivered within the fixed professional-services fee. Acceptance of the fixed services will be based on completion of the required sponsorship-development activities and outputs, as described above. Securing cash sponsorship is not a condition of acceptance or payment of the fixed fee because final sponsorship decisions are made by third parties.

A separate, non-additive sponsorship-performance payment may become payable where eligible additional cash sponsorship is secured: EUR 2,500 where at least EUR 25,000 is secured, or EUR 5,000 where at least EUR 45,000 is secured. Only the highest milestone achieved will be payable. Eligible sponsorship must be secured on or before the contract end date and evidenced by a signed agreement, purchase order or other commitment accepted by EIT Urban Mobility. Participant fees, grants, in-kind contributions and prospects already substantially committed before the Supplier's appointment will not count. Attribution of existing, Supplier-originated and jointly developed prospects shall be agreed during mobilisation.

A qualified introduction shall involve a named and relevant decision-maker, respond to an agreed company objective, be approved by the company, explain the basis of fit and be made directly. An introduction duplicating an active relationship shall not count. A qualified sponsor conversation shall involve an appropriate budget holder or credible internal champion and establish interest, indicative contribution and benefits, decision process, timetable and a documented next action.

## 2.3. Location, timing, planning and reporting

### 2.3.1 Start date & period of implementation

The intended start date is 01/12/2026 and is expected to last, at the latest, until 30/07/2027.

### 2.3.2 Location

This project doesn´t have a specific office location during the implementation – the provider should mainly provide assistance from his/her home base of operation. We intend to work under a virtual environment as an organisation. Video conferences and telephone conferences are preferred options for team meetings.

The Supplier shall attend and deliver two substantive in-person Market Access Week days in the United Kingdom. The locations will be determined by EIT Hub UK according to cohort needs, buyer opportunities and commercial value. Where required for delivery of the contracted services, the Supplier may also be asked to attend a partner's premises or another programme location designated by EIT Hub UK. Any additional in-person attendance beyond the two Supplier-led Market Access Week days shall be agreed with the Supplier in advance and shall not materially expand the contracted scope.

The Tenderer's financial offer shall identify and justify the anticipated Supplier staff travel, accommodation, subsistence and other associated costs required to deliver the in-person services. All such costs shall be included within the financial offer and the maximum contract value. EIT Urban Mobility will not provide additional reimbursement for Supplier travel or location-related expenses.

### 2.3.3 Maximum value and payment terms

The maximum potential value of the contract is therefore EUR 55,000.00*, excluding VAT as follows:

2027 = Fixed mandatory services *€50,000.00

Sponsorship achievement bonus *€5,000.00

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

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

*The maximum value of the mandatory professional services is EUR 50,000 excluding VAT and any other applicable taxes. A separate conditional sponsorship-performance payment of up to EUR 5,000 excluding VAT may become payable in accordance with the conditions set out beneath the Work Package table.

Invoices for the mandatory professional services shall be submitted in arrears following EIT Urban Mobility's written acceptance of the corresponding deliverables and supporting evidence. Payment shall be structured as follows:

- 30% following acceptance of the inception package
- 40% following acceptance of the interim delivery package
- 30% following acceptance of the final delivery and handover package

The applicable deliverables, deadlines and acceptance evidence are set out in Section 2.5.

Any sponsorship-performance payment shall be invoiced separately following EIT Urban Mobility's written confirmation that the applicable milestone and evidence requirements have been met.

## 2.4. Methodology of work

The Supplier shall propose a practical, evidence-led method that responds to the stated work packages, volumes and division of responsibilities. The proposal shall not substitute a generic accelerator model, price Hub-led administration or logistics as substantial Supplier work packages, or make delivery dependent on unconfirmed third-party decisions.

Within ten working days of contract commencement, the Supplier and EIT Hub UK shall agree the detailed workplan, governance rhythm, stakeholder and sponsorship attribution, evidence standards, trackers, escalation process and quality controls. EIT Hub UK will approve any proposed refinement to the Hub-defined challenge framework, participant-facing content, external representation, partnership propositions and material changes to the accepted workplan.

The indicative participant journey will combine orientation and diagnostics; UK market-demand and buyer-challenge work; proposition and route-to-market development; public and corporate procurement; pilot and partnership development; facilitated commercial clinics; investor and finance engagement; buyer feedback and meeting preparation; Market Access Week; and post-programme conversion. The final sequence and dates will reflect the procurement timetable and selected cohort.

## 2.5. Deliverables

Several work-package outputs will be handed over together at the three acceptance points below. Payment will follow written acceptance of the complete package and required evidence.

Substantive programme delivery will conclude following the post-Market Access Week commercial follow-up and submission of the final reporting and handover package, provisionally by 11th June 2027. The period between acceptance of the final package and expiry of the contract on 30th July 2027 will allow for proportionate clarification or correction of final deliverables, completion of any outstanding reporting and orderly handover. This period will not expand the contracted scope or maximum contract value.

| DELIVERABLE | CONSOLIDATED HANDOVER | DEADLINE | PAYMENT |
|---|---|---|---|
| **D1** : Inception package | Mobilisation plan; governance and attribution; review of the Hub-defined challenge framework; challenge-review and market-activation evidence; any proposed refinements for Hub approval; tracker formats; delivery timetable; risk and dependency log. | 8th January 2027 | 30% |
| **D2** : Interim package | Selection input; diagnostics and UK opportunity maps; two specialist online sessions and supporting materials; specialist-adviser roster, allocation and delivery evidence; company target lists; current introduction, meeting and sponsorship records; tailored partnership proposals; accepted Market Access Week plan. | 19th March 2027 | 40% |
| **D3** : Final package | Market Access Week delivery evidence; final activity and opportunity trackers; four-week commercial follow-up; participant and stakeholder feedback; final report and complete relationship handover. | 11th June 2027 | 30% |

Acceptance will be based on completion, contractual compliance, quality, accuracy and usability of the specified outputs and supporting evidence. EIT Urban Mobility may request proportionate clarification or correction before acceptance.

## 2.6. Data protection & security

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

The Tenderer shall identify in its Proposal:

- any processing, hosting, storage, backup, remote access or support activities involving EIT Urban Mobility data that will occur outside the European Economic Area (EEA), appropriate governance, policies, procedures and internal controls for information security and personal data protection,
- an up-to-date list of all subcontractors and sub-processors involved in the performance of the Services and shall ensure that each is contractually bound by data protection,

confidentiality and information security obligations that are no less stringent than those imposed on the Tenderer.

Depending on the context of the services, EIT Urban Mobility could request written confirmation and supporting evidence before starting processing activities demonstrating that the Tenderer:

- has implemented and maintains appropriate technical and organisational measures to ensure a level of security appropriate to the risks associated with the Services and the processing of EIT Urban Mobility before starting processing activities.
- shall provide information that it has not, during the preceding five (5) years, been subject to any material regulatory investigation, enforcement action, administrative fine, judicial finding, or significant personal data breach relating to data protection, privacy, cybersecurity or information security that may reasonably affect its ability to perform the Services, unless fully disclosed in the Proposal together with details of the circumstances and corrective measures implemented.
- shall provide other relevant data protection measures and information for conducting DPIAs, TIAs, PIAs, AIIA and other if required by the EIT Urban Mobility.

The Tenderer shall be aligned ISO27001/SOC 2 Type II security framework or ISO27001/SOC 2 Type II Certificate. It shall be understood that the tenderer will have aligned ISO27001/SOC 2 Type II security framework if they have the following:

Data in transit is protected using TLS 1.2 or higher
Data at rest is encrypted using AES-256 or industry-equivalent/higher
Supports Multi-Factor Authentication (MFA)
Supports Single Sign-On (SAML 2.0 or OIDC) or compatible with Microsoft Azure
RBAC aligned with least privilege
Ensures privileged access is appropriately controlled and/or logged
Regular backups are performed
Data restoration is tested periodically
Backups are protected through encryption
Maintain an incident response process
Provide procedures for secure data return and/or deletion upon contract termination
Provider's subprocesses should meet the same security requirements or higher.

# 3. Proposal Process

## 3.1. Proposal Schedule

| | DATE |
|---|---|
| Sending of invitation to proposal to the potential supplier | 9th November, 2026 |
| Deadline for clarifications submission by participants by 16hrs on | 13th November, 2026 |
| Deadline for submitting proposal | 18th November, 2026 |
| Intended date of notification of award | 23rd November 2026 |
| Stand still period | 3 days |
| Intended date of contract signature | 26th November, 2026 |
| Intended start date of the contract implementation | 1st December 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 18th November 2026**, at **16:00 Central European Time**, to:

**Subject Title :** Rfp Specialist Support for Calling2Scale UK: Future Cities

**Contact name**: Ms. Leslie Harris, EIT Hub UK 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 18th November 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.
- Both the Tender Submission form and Tender declaration form (Annex 1.2 and 1.3) must be fully completed and 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 Specialist Support for Calling2Scale UK: Future Cities

Contact name: Ms. Leslie Harris, (EIT Hub UK Manager) at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

EIT Urban Mobility has no obligation to provide clarification if it 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 its undue advantages in the procurement procedure;

d) it has been established by a final judgment that the Tenderer is guilty of fraud, corruption, or money laundering.

## 4.2. Award criteria

The EIT UM will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money according to the following criteria (including the weighting assigned to them).

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

| DESCRIPTION | SCORE |
|---|---|
| 1. Challenge review and market activation<br><br>Tenderers will be assessed on their experience and proposed approach to reviewing defined innovation challenges with relevant UK market actors and translating the resulting evidence into actionable priorities for assessment, programme delivery and commercial engagement.<br><br>Evidence required<br>a. A methodology of no more than two A4 pages explaining how the Tenderer will review the Hub-defined challenges and supporting interview evidence; undertake targeted further market testing without reopening the published call scope; and translate findings into priorities for application assessment, specialist support, opportunity brokerage and Market Access Week. Include the proposed timetable and division of responsibilities with EIT Hub UK.<br>b. Two UK Future Cities case studies, no more than 500 words each. Each shall identify the client and reference contact, assignment dates, Tenderer's role, UK stakeholders engaged, work undertaken, findings and resulting decisions or actions.<br>Scoring<br>a. Methodology: maximum 5 points.<br><br>5 points:<br><br>Identifies the stakeholders to consult, the questions to test, who will carry out the consultation and when, and how the findings will inform application assessment, specialist support or opportunity brokerage without reopening the published call scope.<br><br>2 points:<br><br>Identifies the stakeholders to consult and questions to test, but omits who will carry out the consultation, when it will take place, or how findings will inform application assessment, specialist support or opportunity brokerage within the published call scope. | Max. 15 points |

| DESCRIPTION | SCORE |
|---|---|
| 0 points:<br>Does not identify both relevant stakeholders and specific testing questions.<br><br>b. **Case studies: maximum 10 points. Each case study will receive:**<br>5 points:<br>The Tenderer spoke directly with UK purchasers, identified their Future Cities needs and challenges and their purchasing requirements and procurement or adoption process, and used these findings to shape a challenge brief, procurement exercise, pilot or programme decision.<br><br>3 points:<br>The Tenderer spoke directly with UK purchasers, identified their Future Cities needs and challenges, and used these findings to shape a challenge brief, procurement exercise, pilot or programme decision, but does not demonstrate that they established purchasing requirements and the procurement or adoption process.<br><br>1 point:<br>The Tenderer carried out relevant Future Cities research or stakeholder consultation, but does not demonstrate both direct engagement with UK purchasers and how their needs and challenges informed a challenge brief, procurement exercise, pilot or programme decision.<br><br>0 points:<br>No relevant UK Future Cities example evidenced. | |

| DESCRIPTION | SCORE |
|---|---|
| The case-study and methodology scores will be added, up to 15 points. | |
| 2. Diagnostics and specialist advice<br>Tenderers will be assessed on their experience diagnosing mature startups' and scaleups' UK market-access needs and providing relevant Future Cities specialist advice.<br><br>Evidence required<br>Tenderers shall provide up to three (3) UK-focused case studies, no more than 500 words each, demonstrating support for mature Future Cities startups or scaleups entering or growing in the UK. Each shall identify the client/programme and reference contact, dates, Tenderer's role, companies supported, support delivered, company-level outputs and resulting commercial progress.<br><br>Each case study shall explain the company-specific opportunities, barriers and actions identified through the diagnostic, the specialist advice provided, and how the Tenderer's support contributed to any commercial progression reported.<br><br>Scoring<br>Case studies: maximum of 15 points Each case study will receive:<br><br>5 points:<br><br>The Tenderer assessed a company's UK market-access needs, provided specialist advice addressing those needs, and demonstrates that the company secured a UK pilot, customer contract, commercial partnership or investment.<br><br>3 points:<br><br>The Tenderer assessed a company's UK market-access needs, provided specialist advice addressing those needs, and demonstrates that the company progressed to a substantive next step, such as a requested pilot proposal, commercial | Max. 15 points |

| DESCRIPTION | SCORE |
|---|---|
| negotiations or investor due diligence, but had not yet secured a commercial outcome.<br><br>1 point:<br>The Tenderer assessed a company's UK market-access needs and provided specialist advice, but does not demonstrate subsequent commercial progression.<br><br>0 points:<br>The example does not demonstrate both a relevant assessment and specialist advice.<br><br>Case-study scores will be added, up to 15 points. | |
| 3. UK networks, opportunity brokerage and Market Access Week<br>Tenderers will be assessed on the relevance and strength of their existing UK relationships in the field of Future Cities and their demonstrated ability to convert those relationships into qualified introductions, meetings and commercial or investment opportunities for participating companies.<br>Evidence required<br>a. Current relationships: A table of 10 current UK organisational relationships covering corporate purchasers, including infrastructure, transport, property or place-based operators; cities or other public-sector purchasers; investors or other finance providers; and innovation organisations or testbeds. For each, identify the organisation, category, Future Cities relevance, proposed team member holding the relationship, external contact's function, and date and nature of the latest substantive engagement. Individual external contacts need not be named.<br>b. Brokerage and in-person delivery: One UK Future Cities example, no more than 500 words, demonstrating delivery of an in-person programme combining individually matched company meetings and structured buyer or | |

| DESCRIPTION | SCORE |
|---|---|
| investor engagement. Identify the client and reference contact, dates, Tenderer's role, participants, activities, company-specific follow-up and resulting commercial or investment progression.<br><br>Scoring<br><br>a. Current relationships: maximum 10 points.<br><br>10 points:<br><br>The Tenderer demonstrates current working relationships with 10 UK organisations, covering all four categories: corporate purchasers; cities or other public-sector purchasers; investors or other finance providers; and innovation organisations or testbeds.<br><br>5 points:<br><br>The Tenderer demonstrates current working relationships with at least five UK organisations, covering at least two of these categories: corporate purchasers; cities or other public-sector purchasers; investors or other finance providers; and innovation organisations or testbeds. At least one category shall be corporate purchasers or cities or other public-sector purchasers.<br><br>0 points:<br><br>The 5-point requirements are not met.<br><br>A current relationship means direct two-way engagement within the previous 24 months, held by a proposed delivery team member. Each organisation counts once and will be assigned one category<br><br>b. Brokerage and in-person delivery: maximum 15 points. The example will receive:<br><br>15 points:<br><br>• The Tenderer delivered an in-person UK Future Cities programme combining individually matched company meetings and structured buyer and/or investor engagement; and | Max. 25 points |

| DESCRIPTION | SCORE |
|---|---|
| • The evidence demonstrates that the Tenderer's support directly contributed to at least one participating company securing:<br>➢ a UK pilot project;<br>➢ a signed customer contract;<br>➢ a signed commercial partnership; or<br>➢ completed investment.<br><br>10 points:<br><br>• The Tenderer delivered an in-person UK Future Cities programme combining individually matched company meetings and structured buyer and/or investor engagement; and<br>• The evidence demonstrates progression to:<br>➢ pilot development;<br>➢ investor due diligence; or<br>➢ commercial negotiations,<br><br>but no pilot, signed commercial agreement, or completed investment had yet been secured.<br><br>5 points:<br><br>• The Tenderer demonstrates delivery of direct meetings between participating companies and UK Future Cities buyers and/or investors; and<br>• Company-specific follow-up activities were undertaken.<br><br>0 points:<br><br>• The Tenderer fails to demonstrate both:<br>• direct meetings between participating companies and UK Future Cities buyers and/or investors; and<br>• company-specific follow-up activities.<br><br>The relationship and delivery scores will be added, up to 25 points. | |
| 4. Cash sponsorship and commercial partnerships<br>Tenderers will be assessed on their UK cash-sponsorship experience and relevant sponsor relationships for developing and converting a commercially credible sponsorship pipeline for the programme. | |

| DESCRIPTION | SCORE |
|---|---|
| Evidence required<br>a. Cash-sponsorship experience: Two (2) UK examples, no more than 400 words each, demonstrating cash sponsorship or paid programme-partnership development. State the client/programme and reference contact, dates, sponsor type, cash value excluding VAT and in-kind contributions, Tenderer's role and resulting agreement. Grants, participant fees and solely in-kind contributions do not qualify.<br><br>b. Sponsor relationships: An illustrative table of up to ten 10 prospective UK sponsor organisations, identifying their sector/category, relevance to Calling2Scale UK: Future Cities, likely budget-owning function, possible programme proposition, current relationship status and Tenderer team member holding the relationship, including date and nature of most recent direct, two-way contact.<br><br>No approach to prospective sponsors is required during the tender period. Inclusion shall not be presented as evidence of sponsor interest or commitment.<br><br>Scoring<br>b. Cash-sponsorship experience: maximum 10 points. Each example will receive:<br><br>5 points:<br>• The Tenderer led or jointly led sponsor identification and engagement, tailored sponsorship offer development, and commercial negotiations; and<br>• Resulted in a signed cash sponsorship or paid programme-partnership agreement with a value of at least EUR 10,000 (excluding VAT).<br><br>3 points:<br>• The Tenderer:<br>• led or jointly led sponsor identification and engagement, tailored offer development, and negotiations resulting in a signed cash agreement valued below EUR 10,000 (excluding VAT); or | |

| DESCRIPTION | SCORE |
|---|---|
| • developed the sponsorship offer and/or supported negotiations resulting in a signed cash agreement valued at least EUR 10,000 (excluding VAT), without leading the overall process.<br><br>1 point:<br><br>• The Tenderer demonstrates a limited contribution to a signed cash agreement, such as:<br>• introducing the sponsor; or<br>• supporting offer development or negotiations for an agreement valued below EUR 10,000 (excluding VAT).<br><br>0 points:<br><br>• No signed cash sponsorship or paid programme-partnership agreement is evidenced; or<br>• The Tenderer's contribution to the agreement is not clearly demonstrated.<br><br>The two example scores will be added, up to a maximum of 10 points. Any example not submitted will receive zero points.<br><br>c. Sponsor relationships: maximum 5 points.<br><br>5 points:<br><br>At least five prospective sponsor organisations have an existing relationship with a proposed delivery team member, evidenced by the date and nature of direct, two-way engagement within the previous 24 months.<br><br>2 points:<br><br>Two to four prospective sponsor organisations have an existing relationship with a proposed delivery team member, evidenced by the date and nature of direct, two-way engagement within the previous 24 months.<br><br>0 points: | Max. 15 points |

| DESCRIPTION | SCORE |
|---|---|
| Fewer than two prospective sponsor organisations have an existing relationship with a proposed delivery team member, evidenced by the date and nature of direct, two-way engagement within the previous 24 months.<br><br>The experience and relationship scores will be added, up to 15 points. | |
| **5. Delivery team, mobilisation and contract management**<br><br>Tenderers will be assessed on the proposed assignment lead's relevant experience and the proposed team's expertise, Work Package coverage and availability.<br><br>**Evidence required**<br><br>a. Assignment lead: Tenderers shall provide:<br>• A CV of no more than two pages for the proposed assignment lead, showing dates and relevant experience leading market-access, startup-support or commercial-engagement programmes, including UK Future Cities assignments.<br>• One example, no more than 300 words, of a comparable multi-workstream assignment led by that person. State the client and reference contact, dates, workstreams managed and the lead's responsibilities.<br>b. Team coverage and availability: Tenderers shall provide:<br>• A team table identifying each key member's name, role, Work Package responsibilities, indicative time allocation and availability. All six mandatory Work Packages shall be covered. One person may cover several responsibilities.<br>• CVs of no more than two pages per key person, showing relevant assignments and dates. Collectively, these shall demonstrate UK experience in Future Cities specialist advice, buyer or investor engagement, cash-sponsorship development and in-person programme delivery.<br><br>**Scoring**<br><br>**a. Assignment lead: maximum 10 points.**<br><br>**10 points:** | |

| DESCRIPTION | SCORE |
|---|---|
| The proposed lead has at least five years' experience leading market-access, startup-support or commercial-engagement programmes and has led at least one UK Future Cities assignment.<br><br>7 points:<br><br>The proposed lead has at least three but fewer than five years' experience leading market-access, startup-support or commercial-engagement programmes and has led at least one UK Future Cities assignment.<br><br>3 points:<br><br>The proposed lead has at least one but fewer than three years' experience leading market-access, startup-support or commercial-engagement programmes and has led at least one UK Future Cities assignment.<br><br>0 points:<br><br>The proposed lead has less than one year's relevant leadership experience or has not demonstrated leadership of a UK Future Cities assignment.<br><br>b. Team coverage and availability: maximum 5 points.<br><br>5 points:<br><br>• All six Work Packages are assigned to named team members with stated availability and indicative time allocations; and<br>• The proposed Assignment Lead demonstrates relevant experience managing similar assignments; and<br>• The team's CVs collectively demonstrate UK experience across all four required areas:<br>• Future Cities specialist advice;<br>• buyer and/or investor engagement;<br>• cash sponsorship development; and | Max. 15 points |

| DESCRIPTION | SCORE |
|---|---|
| • in-person programme delivery.<br>2 points:<br>• All six Work Packages are assigned to named team members with stated availability and indicative time allocations; and<br>• The proposed Assignment Lead demonstrates relevant experience; and<br>• The team's CVs collectively demonstrate UK experience in at least two of the four required areas.<br>0 points:<br>• One or more Work Packages are not assigned to a named team member, do not include stated availability or indicative time allocation; or<br>• The proposed Assignment Lead's relevant experience is not evidenced; or<br>• The team's CVs collectively demonstrate UK experience in fewer than two of the four required areas.<br>The lead and team-coverage scores will be added, up to 15 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: 85)

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 (30), others shall be calculated in relation to that in linear equation.

## 4.3. Selection of the suppliers

The final selection of the supplier will be based on the best price-quality ratio principle. The best price-quality ratio is established by weighing technical quality against price on an 85%/15% basis, i.e.

*Total technical score: max. 85 (weight: 85%)*
*Total financial score: max. 30 (weight: 15%)*
*Total score: max. 76.75 (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 3 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

## 4.5. Cancellation of the proposal procedure

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

## 4.6. Appeals / Complains

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

## 4.7. Ethics clauses / Corruptive practices

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

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

## 4.8. Safeguarding of EU's financial interest

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

# Annexes

## 1.1. Annex 1 – Service Agreement

### SERVICE AGREEMENT

Internal EIT UM Reference number: PUR [·] and KAVA [·]

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

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

and

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

Hereinafter jointly referred to as the "**Parties"** or individually as a "**Party**".

WHEREAS:

I. EIT Urban Mobility is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, ringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.

II. EIT Urban Mobility has launched a tender for the provision of [...] (the "**Tender**").

III. Provider is a company specialized in the field of the Tender.

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

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

## Article 1: Structure of the Agreement and precedence

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

1.2 The body contains standard general provisions applicable to all Services purchased by EIT Urban Mobility from Provider under this Agreement.

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

1.4 In case of discrepancy between the description of Services and time schedule in the EIT Urban Mobility Tender and the description of Services and time schedule in Annex 1, the EIT Urban Mobility Tender shall prevail unless the deviating provision in Annex 1 states expressly that it is a deviation from a specific provision of the Tender and refers clearly to the provision of the Tender concerned. 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.

## Article 2: Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

2.1 Provider does not commit to provide the Services exclusively to EIT Urban Mobility, unless and to the extent provided in Annex 1 for certain specific types of Services.

2.2 The contractual relationship between EIT Urban Mobility and Provider shall solely be governed by the terms and conditions of this Agreement. EIT Urban Mobility is therefore not bound by and expressly rejects Provider'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 Provider.

## Article 3: Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

3.1 With due observance of the other provisions of the Agreement, Provider shall perform the Services specified under Annex 1 for EIT Urban Mobility under this Agreement, within the time schedule specified under Annex 1.

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

3.3 Provider 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 Urban Mobility, (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. Provider may conduct its business activities from its own premises but may be requested to operate from EIT Urban Mobility's premises whenever it is necessary for the performance of the Services. Provider 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. Provider shall be fully responsible for the proper execution of this Agreement in all respects.

3.4 Provider 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.

3.5 Unless otherwise specifically provided under Annex 1, Provider 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 Provider has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to EIT Urban Mobility. Provider 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 Urban Mobility. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

3.6 In order for EIT Urban Mobility and Provider to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 10.1 below), Provider shall report to EIT Urban Mobility progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. If requested by EIT Urban Mobility, Provider shall provide EIT Urban Mobility with time sheets describing the

tasks performed by Provider 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 Urban Mobility separately.

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

3.8 Services delivered are subject to the acceptance of EIT Urban Mobility. Should EIT Urban Mobility reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Provider shall re-perform the rejected (part of the) Service promptly (but no later than five (5) working days in absence of any further instructions) at no additional charge for EIT Urban Mobility. 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 Urban Mobility is not obliged to provide any compensation to Provider for such Services.

3.9 Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the EIT Urban Mobility 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 have foreseen; and

(c) the modification does not alter the overall nature of the contract; and

(d) any increase in price is not higher than 50 % 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 50% 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.

3.10 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: |

## Article 4: Compensation, invoicing and payment, expenses

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

4.2 Provider may only charge the amounts under Article 4.1 corresponding to the delivered Services, after acceptance of such Services by EIT Urban Mobility.

4.3 Further, Provider may only charge the amounts under Article 4.1 subject to (i) EIT Urban Mobility 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 Urban Mobility in a timely manner and accepted by EIT Urban Mobility in writing (as the case may be).

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

(a) the name and address of Provider

(b) the VAT identification number of Provider

(c) the VAT identification number of EIT Urban Mobility

(d) the name and address of EIT Urban Mobility

(e) the invoice number

(f) the invoice date

(g) The Purchase Order or PO (to be provided by EIT Urban Mobility)

(h) the date on which the Services were supplied (provided EIT Urban Mobility has accepted them pursuant to this Agreement)

(i) the quantity and type of goods supplied (if applicable)

(j) the nature and type of Services supplied

(k) the following data for every VAT tariff or exemption:

(i) the price per piece or unit, excluding VAT

(ii) any reductions that are not included in the price

(iii) the VAT tariff that has been applied

(iv) the cost (the price excluding VAT)

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

(vi) the amount of VAT

4.5 By deviation to Article 4.2, Provider may charge the amounts under Article 4.1, at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT Urban Mobility in Annex 1. In such a case, requirements of Article 4.3 shall apply to each regular invoice.

4.6 The payment term applying to Provider invoices fulfilling the requirements of this Article 4: is fixed in Annex 1.

4.7 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 10.1 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

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

4.9 If Provider fails to fulfil any of its obligations under the Agreement, EIT Urban Mobility may suspend payment to Provider, upon notice to Provider.

4.10 Provider hereby unconditionally accepts that EIT Urban Mobility has the right to set off any amount that EIT Urban Mobility owes to Provider under this Agreement, with any amount Provider owes to EIT Urban Mobility under this Agreement or any other agreement.

## Article 5: Taxes, other contributions, no employment agreement and related indemnification

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

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

5.3 In addition to Articles 5.1 and 5.2, 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 Provider, 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"**).

5.4 Provider shall perform the Services hereunder as an independent contractor and not as an agent of EIT Urban Mobility 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 Provider on EIT Urban Mobility.

5.5 Provider shall indemnify and keep EIT Urban Mobility 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 Provider on the basis of the Agreement.

## Article 6: Intellectual property, ownership and licensing, IP infringement indemnification

6.1 "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.

6.2 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 Urban Mobility.

6.3 In addition to Article 6.1, any item provided by EIT Urban Mobility (or by a third party designated by EIT Urban Mobility on behalf of EIT Urban Mobility) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT Urban Mobility. Provider shall have no right, title or interest in any of these items nor any trademark or trade name from EIT Urban Mobility.

6.4 By exception to Article 6.1, Intellectual Property Rights owned or controlled by Provider before the start of the performance of the Services shall remain the ownership of Provider ("Background IP").

6.5 Provider 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 Urban Mobility, 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.

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

6.7 Unless expressly specified otherwise in Annex 1,

6.7.1 Provider shall indemnify and hold harmless EIT Urban Mobility, 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 Urban Mobility, shall defend any such claim at Provider's own expense. By "**Affiliates**" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT Urban Mobility, 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.

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

6.7.3 If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Provider shall, as directed by EIT

Urban Mobility, but at its own expense: either 1) procure for EIT Urban Mobility 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.

6.7.4 If Provider is unable either to procure for EIT Urban Mobility 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 Urban Mobility may terminate the Agreement and upon such termination, Provider shall reimburse to EIT Urban Mobility the price paid, without prejudice to Provider's obligation to indemnify EIT Urban Mobility as set forth herein.

## Article 7: Confidentiality, documents

7.1 "**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 Urban Mobility, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Provider 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 Provider within fifteen (15) days of disclosure.

7.2 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**"), Provider agrees not to: (i) use EIT Urban Mobility' Confidential Information for any purpose other than for the Service; and (ii) disclose EIT Urban Mobility 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. Provider shall protect EIT Urban Mobility' Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Provider uses to protect its own confidential information of a like nature.

7.3 Provider's obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to Provider, prior to the time of receipt from EIT Urban Mobility 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 Provider; (c) is lawfully furnished to Provider by a third party without use or disclosure restrictions; or (d) is developed by Provider without use of or reference to any of EIT Urban

Mobility' Confidential Information. Furthermore, a disclosure by Provider that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Provider promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT Urban Mobility thereof to give EIT Urban Mobility the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

7.4 Provider 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 Urban Mobility 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 Urban Mobility has given its prior written permission to any such action.

7.5 EIT Urban Mobility shall remain the owner of all property it has made available to Provider in connection with this Agreement.

7.6 Provider shall make all property belonging to EIT Urban Mobility (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 Urban Mobility in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

## Article 8: Personal data

8.1 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 Urban Mobility current or former employees, employee family members, dependents or beneficiaries, customers, consumers, Providers, 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**").

8.2 Where Provider in the performance of the Agreement Processes Personal Data, then Provider agrees and warrants that Provider 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 Urban Mobility, (ii) in accordance with EIT Urban Mobility' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT Urban Mobility, and (iv) insofar necessary for the Services rendered to EIT Urban Mobility and as permitted or required by law;

(c) maintain the security, confidentiality, integrity and availability of the Personal Data;

(d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipatable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and

(e) promptly inform EIT Urban Mobility of any actual or suspected security incident involving the Personal Data.

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

8.3 To the extent that Provider allows a (sub)contractor to process the Personal Data, Provider 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 Article 8:.

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

8.5 Provider shall indemnify and hold harmless EIT Urban Mobility, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Article 8.

8.6 When the Provider is based outside the EU/EEA, or the services include international data transfers, the Provider agrees to implement all necessary safeguards, including but not limited to:

- Execution of Standard Contractual Clauses (SCCs),
- Completion of a Transfer Impact Assessment (TIA), and
- Implementation of technical and organisational measures to ensure data security and lawful processing in accordance with EU standards.

## Article 9: Liability, indemnification, insurance

9.1 Provider shall indemnify and hold harmless EIT Urban Mobility, 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 Provider, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Provider to EIT Urban Mobility under the Agreement.

9.2 Provider 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 Urban Mobility immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Provider shall indemnify EIT Urban Mobility and shall pay its insurance proceeds to EIT Urban Mobility and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Provider or any other insurance. EIT Urban Mobility shall be entitled to take legal action against Provider.

9.3 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.

9.4 Subject to Article 9.3, in no event shall EIT Urban Mobility 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 Urban Mobility has been advised of the possibility of such damages and in no event shall EIT Urban Mobility be liable to Provider, its successors or

assigns for damages in excess of the amount due to Provider for complete performance under the Agreement, less any amounts already paid to Provider by EIT Urban Mobility.

9.5 Subject always to Article 9.3, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Provider under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

## Article 10: Suspension, termination of the Agreement

he 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 end date set forth in Annex 1 (the "Term").

10.2 As an exception to the above, EIT Urban Mobility 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) Provider breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT Urban Mobility 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 Urban Mobility in the notice; or

(b) Provider repeatedly fails to comply with their contractual obligations and, notwithstanding a written request from EIT UM to repair each of the breaches 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 Urban Mobility in the notice; or

(c) EIT Urban Mobility, in its reasonable discretion, determines that Provider is not able to perform the Services as required; or

(d) Provider fails to provide EIT Urban Mobility with adequate assurance of performance following request by EIT Urban Mobility; or

(e) Provider files a petition for bankruptcy or is declared bankrupt; or

(f) Provider has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;

(g) Provider enters into voluntary or judicial liquidation;

(h) the business of Provider ceases to exist or control or ownership is taken over by a third party;

(i) as a result of the termination of the European programme(s) which requested EIT Urban Mobility to enter into this Agreement (as the case may be);

(j) in case there has been a procedural breach of EIT Urban Mobility's Procurement Manual which invalidates the procedure.

10.3 As from receipt of a termination notice from EIT Urban Mobility (under any legal ground), Provider 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.

10.4 Provider may, after giving fourteen (14) calendar days written notice to EIT Urban Mobility, terminate the Agreement if EIT Urban Mobility:

(a) Fails for more than one hundred twenty (120) calendar days to pay Provider the amounts due after the expiration of the payment term stated in Article Article 4: 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 Provider's breach or default.

## Article 11: Safeguarding of EU's financial interest and conflict of interest

11.1 Provider must — at least until five years after payment — keep records and other supporting documents to prove the proper implementation of the action in line with the accepted standards in the respective field (if any).

11.2 Provider must provide — during the duration of the contract or afterwards any information requested in order to verify eligibility of the costs or contributions declared, proper implementation of the contract and compliance with the other obligations under the Agreement. The information provided must be accurate, precise and complete and in the format requested, including electronic format.

11.3 Provider accepts without reservation that during the implementation of the Agreement and for five (5) years after the completion of the Agreement, EIT Urban Mobility has the right to transfer the tender proposal and the Agreement with Provider 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.

## Article 12: Ethics and conflict of interest

12.1 The Services must be delivered in line with the highest ethical standards and the applicable EU, international and national law on ethical principles.

12.2 Provider must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).

12.3 Provider 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 Provider is obliged to inform EIT Urban Mobility immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

12.4 Provider acknowledges and accepts that the Provider must comply with the EIT Urban Mobility's Code of Conduct and Conflict of Interest Policy, available on EIT Urban Mobility's website.

## Article 13: Miscellaneous

13.1 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.

13.2 In the event that Provider 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 Provider) and Provider 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 Urban Mobility shall be entitled to immediately terminate the Agreement by written notice to Provider 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, Provider shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Provider 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 Provider, financial problems of Provider, nor the inability of Provider 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.

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

13.4 Visibility: When engaging in communication and promotion activities, Provider must follow the logos and guidelines provided in the EIT Urban Mobility Brand Book available upon request.

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

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

13.7 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.

13.8 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 Urban Mobility and Provider.

13.9 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.

13.10 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.

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

13.12 Provider and EIT Urban Mobility each consents to the exclusive jurisdiction of the competent courts in (i) the city in which the EIT Urban Mobility ordering entity is located; or (ii), at the option of EIT Urban Mobility, the jurisdiction of the entity of Provider to which the order was placed, or (iii), at the option of EIT Urban Mobility, for arbitration in which case Article 12.12 applies. Provider hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

13.13 If so chosen by EIT Urban Mobility in accordance with Article 12.11, 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 Provider and EIT Urban Mobility declare to be known to them. Provider and EIT Urban Mobility 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 Urban Mobility entity mentioned in the recitals or, at the option of EIT Urban Mobility, the jurisdiction of Provider'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 12.10.

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

Drawn up on [DATE]

| | |
|---|---|
| EIT KIC URBAN MOBILITY, S.L. | [company name] |
| Francisco Ibáñez | [name of representative] |
| CFO | [position of representative] |

## Annex 1 to the Services Agreement

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

1. **Description and timing of the Services subject to the procurement procedure (as per Article 3.1 of the Agreement) and detailed description of the types of Services and Deliverables (as per Article 6.2 of the Agreement) covered by the Agreement:**

- Task 1

- Task 2

2. **Price of the Services (as per Article 4: of the Agreement):**

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

3. **Charging the compensation to EIT Urban Mobility (as per Article 4 of the Agreement)**

Provider 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] |

4. **Payment term applying to Provider invoices (as per Article 4 of the Agreement)**

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

5. **Term of the Agreement (as per Article 10 of the Agreement):**

In application of Article 10.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Tate 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 2 to the Services Agreement

## Data Processing Agreement

I. The processing of personal data is subject to Regulation (EU) 2016/679 of the European Parliament and Council regarding the protection of individuals in respect of the processing of their personal data and of the free circulation of such data (hereinafter referred to as "**GDPR**") and the Spanish Organic Law 3/2018, of 5th December, on Personal Data Protection and Guarantee of Digital Rights.

II. The Parties have determined to enter into this data processing agreement (hereinafter referred to as the "**Data Processing Agreement"**) having due regard to Article 28 of the GDPR.

III. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the "**Agreement**")

IV. In the course of providing the services, the Supplier as "**Data Processor**" may process personal data on behalf of EIT UM (hereinafter referred to as: "**Personal Data**"). Therefore, the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

**NOW IT IS HEREBY AGREED as follows:**

### 1. Purpose of the Processing Engagement.

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

### 2. Processing of EIT UM's Personal Data

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

2.2 The Data Processor shall:

2.2.1 Comply with all applicable data protection laws in the processing of EIT UM's Personal Data;

2.2.2 Not process EIT UM's Personal Data other than on the relevant EIT UM's documented instructions and only for the purpose of providing the services under the Agreement. If the Data Processor considers that any of the instructions infringes the GDPR or any other data protection regulation, the Data Processor shall immediately inform EIT UM.

2.2.3 In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT UM, the Data Processor shall comply with the GDPR in the collection of any such data, including collecting the data subjects express consent, where applicable and if so instructed by EIT UM. Upon EIT UM requirement, the Data Processor shall use the consent form provided by EIT UM.

2.2.4 Describe the specifications of the processing: subject-matter, duration nature and purpose of the processing, the type of personal data, categories of data subjects and the subcontracted processing, according to Exhibit A.

2.2.5 If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT UM according to art. 30.5 of the GDPR, containing:

- The name and contact details of the Data Processor and sub-processors and each person in charge of the processing.
- The categories of processing carried out on behalf of each responsible.
- If applicable, transfers of Personal Data to a third country or international organisation, including the identification of that third party country or international organization and, in the case of transfers referred to in the second subparagraph of Article 49 (1) of the GDPR, the documentation of adequate guarantees.
- An overview of the technical and organizational measures of security relating to:
  - Pseudonymization and encryption of Personal Data.
  - The ability to ensure the permanent confidentiality, integrity, availability and resilience of processing systems and services.
  - The ability to restore availability and access to Personal Data quickly, in the event of a physical or technical incident.

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

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

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

## 3. Data Processor Personnel

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

## 4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall in relation to EIT UM's Personal Data implement appropriate technical and organizational measures to ensure alevel of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Data Processor shall take account the risks that are presented by the processing, in particular from a Personal Data breach.

4.3 In any case, the Data Processor shall implement mechanisms to:

- Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.

- Restore availability and access to Personal Data in a timely manner in the event of a physical or technical incident.

- Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures in place to the security of the processing.

- Pseudonymize and encrypt Personal Data, where appropriate.

- Designate a data protection officer and communicate his/her identity and contact details to the EIT UM, where appropriate.

## 5. Outsourcing

5.1 The Data Processor shall not outsource the provision of any of the services to be performed under this Data Processing Agreement which involve the processing of Personal Data, except for ancillary services needed for the normal operation of the Data Processor's services.

5.2 When it is necessary to outsource any processing, EIT UM shall be informed by written means of this fact in writing 15 days in advance, and receive an indication of the processing that is intended to be outsourced and identify clearly and unambiguously the subcontractor and its contact details. The outsourcing may be undertaken only if the EIT UM approves it.

5.3 The subcontractor, who will also be a processor, shall be obliged to comply with the Data Processor's obligations under this Data Processing Agreement and with any instructions issued by the EIT UM. It is the Data Processor's responsibility to regulate the new relationship so that the subcontractor may be subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the Data Processor regarding the proper processing of Personal Data and the safeguarding of the rights of data subjects. In the event of non-compliance on the part of the subcontractor, the Data Processor will remain fully liable to the EIT UM.

## 6. Data Subject Rights

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

- Access, rectification, erasure and objection.

- Limitation of processing

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

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

## 7. Personal Data Breach

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

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

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

a) Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;

b) The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;

c) Description of the possible consequences of the Personal Data breach;

d) Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

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

## 8. Data Protection Impact Assessment and Prior Consultation

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

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

9.1 Processor shall promptly and in any event within 10 business days of the date of cessation of any services involving the processing of EIT UM's Personal Data, delete and procure the deletion of all copies of those EIT UM's Personal Data.

9.2 However, the Processor may keep a copy of the data, with the data duly blocked, for as long as liability may arise from the performance of the service.

9.3 Processor shall provide written certification to EIT UM that it has fully complied with this section 9 within 10 business days of the cessation date.

## 10. Audit rights

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

## 11. Data Transfer

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

clauses for the transfer of Personal Data.

## 12. General Terms

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

(a) disclosure is required by law;

(b) the relevant information is already in the public domain.

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

## Exhibit A

### 1. Description of Personal Data processing

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

1.2. The processing will consist of:

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

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

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

- Interconnection
- Collation
- Restriction
- Deletion
- Destruction
- Conservation
- Communication

Other: .....

## 2. Identification of the affected information

For the execution of the services derived from the fulfilment of the object of the Agreement and subject to the obligations stated in this Data Processing Agreement, the Data Processor will process the Personal Data described below:

*(Please number all Personal Data processed e.g image, voice, nationality, name, surname, etc.)*

- Image
- voice
- nationality
- name
- surname
- job title

## 3. Duration

This Data Processing Agreement shall enter into force upon being made and shall remain in force as long as the provision of services under the Agreement lasts.

## 4. Subcontracting

The Data Processor is authorized to subcontract the following processing:

*(please inform if there is going to be any data processing subcontracting)*



# 1.2 Tenders Submission Form

**Tender Submission Form**

**for the procedure of "…..[title of the procurement procedure]"**

1. Tender submitted by

| | |
|---|---|
| Name of legal entity | < > |
| 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:***<br><br><presented in EUR (net amount, excl. VAT)> | 2027 net X EUR |
| <***Technical offer: (if applicable)*** ><br><br><e.g. presented in number of years of experience><br><br>***e.g.:***<br>• ***name and professional capacity of Expert 1 (according to RFP 4.2 a) ii)***<br>• ***name and professional capacity of Expert N (according to RFP 4.2 a) ii)*** | ***e.g.:***<br>• ***Expert 1:***<br>• ***XY – X years of experience***<br><br>• ***Expert N:***<br>• ***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>