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Request for Proposals

The optimization, reporting and maintenance of Google Analytics 4 for EIT Urban Mobility Academy's Competence Hub e-learning platform.

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility

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

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1. Overview of EIT Urban Mobility

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

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 livable 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. About EIT Urban Mobility Academy Competence Hub

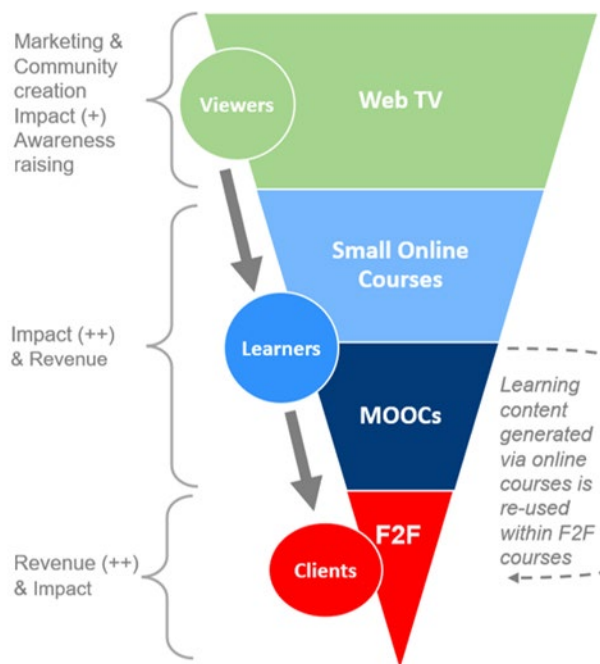
The webpage of EIT Urban Mobility Academy is <https://www.eiturbanmobility.eu/academy/>

Our Academy is a collaborative arena for lifelong learning, helping to build critical capabilities for innovation and transformation. We are training the next generation of urban mobility practitioners, needed by the urban mobility ecosystem of the future. Our programmes are intersectoral, interdisciplinary, international, and entrepreneurial.

The Competence Hub is the Professional Training Unit within EIT Urban Mobility Academy. Given the many digital and ecological transformations that the mobility sector and European cities must overcome, EIT Urban Mobility Academy’s Competence Hub develops high-quality, innovative, and adaptable trainings for forward-thinking professionals and organizations.

The Competence Hub provides a customised and accessible way for busy professionals — people working for city authorities, public institutions, companies, or start-ups — to learn about the latest topics in mobility and transport.

It operates using a funnel-based freemium model, with four levels and a blended approach to learning. While the first two levels offer easy access and up-to-date knowledge for a broad audience, the third and fourth levels are more tailored and deal with specific projects or topics.



The four layers are:

- **Urban Mobility Explained (UMX) YouTube channel:** UMX is a YouTube channel hosting a series of short and easy-to-follow videos (1 to 10 minutes) that showcase cutting-edge practices in urban mobility throughout Europe and beyond. It has been designed to highlight thought-provoking perspectives and key competencies



needed for the successful delivery of urban mobility solutions and to close the urban mobility knowledge gap. Since September 2022, every Tuesday, a new video is published on UMX on a different mobility topic. See our UMX videos here.

- **E-courses:** our e-courses are fully online asynchronous training courses so that each learner can take/complete them whenever they wish. They fall into 2 categories:
 - **Short Online Courses (SOCs):** These short online courses (30 minutes to 5 hours to complete, over a period of few days or weeks) are developed around mobility topics for professionals that are not covered by existing training programmes and institutions. Our SOCs provide compelling learning contents on important urban mobility issues, trends, tools, etc. The content is fully available for free, so that many urban professionals can benefit from these courses, discover the value that the Competence Hub can bring to them, and leverage our SOCs to become better professionals.
 - **Massive Open Online Courses (MOOCs):** The Competence Hub also offers a second category of e-courses, our “MOOCs for professionals” (10 to 20 hours to fully complete, over a period of a few weeks to months). These longer and more comprehensive e-courses provide more advanced knowledge yet maintaining a strong hands-on and applied focus that urban mobility professionals are looking for. The subjects/topics that are addressed are identified and produced based on the analysis of the knowledge gap within the urban mobility market (public and private sectors), the existing online learning solutions in the professional learning market that are already available, and the appetite/interests for certain specific topics expressed by our target audiences and current learner community.

Most of our e-courses are available on the Competence Hub’s e-learning platform: www.urbanmobilitycourses.eu. We also have some e-courses available on FutureLearn (EIT Urban Mobility account) as well as Coursera (EIT Urban Mobility Partner Accounts). Find our e-courses here.

- **Applied learning:** In this fourth/final level of this funnel, we build “custom” online/on-site/blended courses for urban mobility organisations or for specific cohorts of mobility professionals, to allow them to overcome specific challenges. These courses are primarily delivered synchronously and generate revenue. By leveraging our unique community of partners (top European universities, innovation centres and consultancies) and experts, we probe a wide variety of course topics and formats with cities, mobility companies, and transport authorities. We then replicate/ upgrade/upscale (at a national and/or European level) those courses that generate the highest levels of impact/satisfaction and that can best contribute to EIT Urban Mobility’s financial sustainability. See our Applied learning programmes here.

From 2024 onwards, we are planning for the Competence Hub's learning efforts to function under the single brand EIT UMX (Urban Mobility Explained). This brand will include the E-courses, Applied learning, and the UMX YouTube channel.



2. General objectives and scope of work

2.1 General objectives

The objective of this procurement procedure is to engage a provider with expertise in Google Analytics 4 (GA4) and Google Tag Manager (GTM) for a WordPress based e-learning platform;

- to (re)configure, fix, and optimise the analytical platform of EIT Urban Mobility Academy's Competence Hub e-learning platform (WordPress based and LearnDash) www.urbanmobilitycourses.eu - Work Package 1.
- provide ongoing maintenance and support to ensure GA4 is at all times configured, tracking and reporting accurately – Work Package 2.

Work Package 1 covers all tasks identified to ensure that EIT Urban Mobility Academy's Competence Hub GA4 analytical framework is configured, operating, tracking and reporting as accurately as possible. Upon successful completion and validation of Work Package 1, Work Package 2 will be initiated and will remain active until the contract concludes on 31/12/2025.

With respect to Work Package 1, as outlined in the previous chapter, starting in 2024, the EIT Urban Mobility Academy's Competence Hub learning initiatives will operate under the unified brand EIT Urban Mobility Explained (UMX). This brand encompasses e-courses, applied learning, YouTube channel, and any additional learning resources such as webinars and blogs. Currently, e-courses, applied learning courses, blogs and webinars are hosted on the Urban Mobility Courses website, while UMX videos are available on the UMX YouTube channel. All are designed to help professionals upskill or reskill in sustainable urban mobility.

To realize the presented funnel model and to achieve key goals such as growing brand awareness, attracting new learners, driving course registrations and completions, and ensuring commercial success for the EIT Urban Mobility Academy's Competence Hub, we implement a variety of digital marketing activities. These include, but are not limited to SEO, organic search optimization, social media engagement, referrals, partnerships, and paid campaigns.

For these digital marketing activities to be truly effective in achieving their goals mentioned above, it is imperative that Google Analytics 4 (GA4) is meticulously implemented to accurately track and report on these interactions. Unfortunately, the current GA4 setup falls short in leveraging the full potential of its advanced analytical capabilities. As a result, crucial insights into the impact of our digital marketing initiatives are not being captured or reported accurately. Rectifying these issues is essential for optimizing our strategies and achieving a comprehensive understanding of the effectiveness of our digital marketing efforts within the EIT Urban Mobility Academy's Competence Hub.

To achieve this, a comprehensive audit of the current GA4 and GTM setup is required to identify the issues and solutions required, fix these issues, (re)develop and implement reliable attribution models, (re)configure conversion tracking, and generate customized reports and dashboards. Reporting tools are necessary to accurately capture key performance indicators, to provide meaningful insights into customer behavior, the effectiveness of digital marketing strategies, and their impact on user engagement within the EIT Urban Mobility Academy Competence Hub e-learning



platform. This comprehensive approach is designed to enhance the clarity and depth of our understanding of user interactions within our e-learning platform, facilitating the optimization of our digital marketing strategies in a more informed manner and ensure we have a clear understanding of our funnel and end-to-end customer journey.

With respect to Work Package 2, the provider will provide ongoing maintenance and support to ensure that all time GA4 is tracking and reporting accurately on user activity happening on EIT Urban Mobility Academy's Competence Hub e-learning platform and adapting to any changes or updates implemented on the e-learning platform, www.urbanmobilitycourses.eu that may impact GA4 configuration.

Only proposals encompassing both Work Package 1 and Work Package 2 will be taken into consideration.

2.2. Detailed scope of work

The provider's tasks for this project involves a series of steps to ensure Google Analytics 4 (GA4) and Google Tag Manager (GTM) is configured and performing with complete accuracy specifically within the context of EIT Urban Mobility Academy's Competence Hub WordPress based e-learning platform at www.urbanmobilitycourses.eu. The outcome must deliver an enhanced configuration of GA4 and GTM that tracks and reports on the funnel and end-to-end customer journey and provides trustworthy insights into all digital marketing activities.

Below is a detailed breakdown of these tasks:

2.2.1 Work Package 1: Configure, optimize, and maintain the analytical platform for the EIT Urban Mobility Academy's Competence Hub e-learning platform

All Work Package 1 activities outlined below must be delivered and validated within a specific timeframe as agreed between the provider and EIT Urban Mobility Academy's Competence Hub at the start of the project.

Project Management

The provider will manage the entire project, ensuring that all tasks are completed efficiently and effectively. For the development of this project, EIT Urban Mobility Academy's Competence Hub expects a dedicated project manager from the provider, to coordinate all aspects of the implementation. EIT Urban Mobility Academy's Competence Hub expects this person to:

- Oversee the entire project and ensure timely delivery of all activities.
- Develop a comprehensive project plan, outlining timelines, milestones, and deliverables.
- Allocate necessary resources.
- Identify potential risks that might impact the project and act on mitigating them.
- Provide regular project updates to EIT Urban Mobility Academy's Competence Hub to ensure communication on project's progress.
- Ensure the configuration of EIT Urban Mobility Academy's Competence Hub GA4 meets their requirements and is properly set-up, conducting the necessary testing.
- Ensure a seamless transition and adoption of the system by EIT Urban Mobility Academy's Competence Hub

EIT Urban Mobility Academy Competence Hub Google Analytics 4 Audit

To start the project, the provider will engage in a comprehensive audit and health check of the current e-learning platform GA4 and GTM set-up. The purpose of this audit is to identify the current problem areas including but not limited to incorrect events triggers, missing events that are critical to capturing start-to-end customer journey, invalid



events, conversions etc and upon completion of the audit suggest recommendations and solutions to ensure GA4 is operating to absolute accuracy.

Implementation, Optimisation and Event Tracking

Following the audit recommendations, fix any issues, implement new event triggers or update existing event triggers, remove duplicate or invalid events and implement all new events as defined during the process as crucial by EIT Urban Mobility Academy's Competence Hub. At the end of the implementation stage both GA4 and GTM should be optimised to leverage its full analytical and reporting capabilities.

Project Documentation

Document all aspects of the project, including events triggers configurations, and performance improvements. Ensure that clear, comprehensive documentation is maintained throughout the project's lifecycle.

- Share with EIT Urban Mobility Academy's Competence Hub a tracking spreadsheet that includes condition, event name, trigger and landing url and any other relevant information
- Document and share any tracking codes or set up (GTM) that were implemented during the process.

Reporting set-up

Create a digital dashboard which visually collates and reports all key performance indicators as determined by EIT Urban Mobility Academy's Competence Hub;

- Provide daily & monthly digital report that captures the essential metrics as agreed by EIT Urban Mobility Academy's Competence Hub

2.2.2 Work Package 2: Support and Maintenance

Work Package 2 will commence when all tasks outlined in 2.2.1 section have been delivered and validated by EIT Urban Mobility Academy's Competence Hub.

Support & Maintenance

To ensure ongoing optimization and accuracy of GA4 and GTM the provider needs to be able to provide ongoing maintenance and audit of the system

- Regularly review, audit and maintain the system for error or inaccuracies
- Adjust GA4 tracking and events configurations based on any new changes on the EIT Urban Mobility Courses website

2.3. Location, timing, planning and reporting

2.3.1 Start date & period of implementation

The intended start date is for Work Package 1, at the latest, 01/03/2024 and is expected to last, at the latest, until 01/04/2024. The expected start date for Work Package 2, at the earliest is 01/04/2024 and is expected to last, at the latest until 31/12/2025.



2.3.2 Location

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

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

2.3.3 Payment terms

Available maximum fund for the requested services is **25,200EUR** (VAT excluded).

For Work Package 1, the price proposal should be in the format of a fixed total price which covers all the services provided. The maximum budget available will be 12,500 euros (VAT excluded).

Additionally, it should explicitly outline the costs associated with each deliverable outlined in section 2.5, (GA4 & GTM Audit, Implementation, Optimisation and Event Tracking, Project Documentation, Reporting Dashboard). A single invoice for these deliverables shall be generated upon completion and validation of all these tasks and are subject to approval by EIT Urban Mobility Academy's Competence Hub.

For Work Package 2, the associated costs will be specified as a monthly rate for the entire duration of the contract. These services should be invoiced monthly only after Work Package 1 is completed and validated and in accordance with the performance and delivery. The maximum budget available will be 12,700 euros (VAT excluded).

Payment shall be processed upon the acceptance of the corresponding invoice.

2.4. Methodology of work

The provider is requested to present the best operational structure for the management of this project, as well as the relevant staff/expert(s) that need to be involved for the successful completion of all deliverables and actions required.

The proposal should also include:

- A presentation of the organisation's experience and qualifications to meet the requirements detailed above in chapters 2.1, and 2.2
- Examples of a similar service provided to other companies and the results achieved.
- A description of the Organization's actions or certifications or industry awards that could indicate its commitment to excellence and adherence to industry standards.
- Any other relevant information relative to the provider's ability to perform the requirements detailed above in chapters 2.1, and 2.2 cheaper or more efficiently.



2.5. Deliverables

EIT Urban Mobility Academy's Competence Hub expects the provider to establish a fully functional Google Analytics 4, meeting their requirements and providing a trustworthy source of metrics for all points of the customer journey from when they first register on the website until the end of the journey with a certificate purchase.

Audit and Report: A detailed report outlining a complete analysis and health check of the current GA4 and GTM set up including problems identified and recommendations for improvements.

Implementation, Optimisation and Event Tracking: The implementation of optimized and/or new GA4 events and conversions metric (as identified in Audit) in addition to removing or fixing any invalid or out-of-date events. To achieve this, the provider will configure and integrate the necessary features, such as event triggers, thank you pages, customer journey funnel, set up conversion metrics. User training will also be provided (if required) to facilitate a smooth transition, and comprehensive documentation will be created to aid stakeholders in understanding and utilizing the newly implemented enhancements.

Project Documentation: A report document detailing the specific configuration settings that have been established for each of the events and conversions put in place, covering elements such as conditions, triggers, event name, url destination and any other relevant points identified during the analysis and implementation stage.

Reporting Dashboard: A digital dashboard that provides a visual overview of all events and conversions metrics as agreed by EIT Urban Mobility Academy's Competence Hub. This report should be available in real-time in addition to providing monthly reports.

Maintenance & Support: Ongoing maintenance and support until 31/12/2025, to ensure that GA4 and GTM are tracking events according to EIT Urban Mobility Academy's Competence Hub expectations. Implement any necessary changes as result of updates or additions on EIT Urban Mobility Course website, incident resolution and providing clear response timeframes.



3. Proposal Process

3.1. Proposal Schedule

	DATE
Publication at Website	07 February 2024
Deadline for submitting proposal	15 February 2024
Intended date of notification of award	19 February 2024
Stand still period	3 days
Intended date of contract signature	26 February 2024
Intended start date of the contract implementation	1 March 2024

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 15th February 2024**, 16:00 Central European Time, to:

Contact name: For the attention of Mr Gautam Rao (Head of Competence Hub), 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 15th February 2024, 16:00 Central European Time.

- Proposal must be submitted in proper (legibly) scanned and non-editable PDF, which is accessible without entering a password.
- Proposal must be signed by the tenderer.
- Proposal will be deemed timely submitted, if it is received by EIT Urban Mobility by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT Urban Mobility will deem proposal received after the submission deadline invalid.
- Proposal should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderer is, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, 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.

Contact name: for the attention of Mr. Gautam Rao (Head of Competence Hub) at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

3.7. Cost for preparing proposals

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

3.8. Ownership and confidentiality of proposals

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

The potential or actual provider 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 provider may be transferred to internal as well as external audit services.

3.9. Clarification related proposals

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

3.10. Negotiation about the submitted proposal

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



4. Evaluation of proposals

4.1. Exclusion criteria

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

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

4.2. Award criteria

The EIT Urban Mobility will award the contract to the tenderer who submitted the most advantageous technical and financial proposal based on best value for money based on the following criteria (including the weighting assigned to them). The quality of each proposal will be evaluated in accordance with the below mentioned award criteria.

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



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

DESCRIPTION	SCORE
<p>Clear and specific description of the audit procedure and its proposed methodology to identify the issues and updates/solutions required to reconfigure and implement a trustworthy Google Analytics 4 and Google Tag Manager.</p> <p>The highest ranking will be awarded 15 points, the 2nd highest will be awarded 10 points, the 3rd highest will be awarded 5 points, and all others will receive 0 points.</p> <p>EIT Urban Mobility will rank the bids based on the received information based on the level of detail and in harmony with the Section 2.</p>	<p>Max. 15 points</p>
<p>Demonstration of prior experience of fixing and optimizing GA4 and GTM.</p> <p>If demonstrates five successful experiences, 10 points will be awarded, between 2 and 4 successful experiences, 5 points will be awarded, and 1 successful experience will receive 0 points.</p>	<p>Max. 10 points</p>
<p>Demonstration of prior experience in collaborating with EU body organizations on technical projects and knowledge of tools and procedures.</p> <p>If demonstrates collaboration(s) of 1 or more, 10 points will be awarded, and no prior collaborations will receive 0 points.</p>	<p>Max. 10 points</p>
<p>Demonstration of expertise in working with the following platforms; WordPress and LearnDash.</p> <p>If demonstrates expertise in working with both platforms 15 points will be awarded, experience with only 1 platform or less will receive 0 points.</p>	<p>Max. 15 points</p>

The applicable award criteria will be weighted as follows:

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

Aggregate evaluation and scoring:



A. Technical content (maximum weighted score: 60%)

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

I. Technical capacity of the Tenderer (maximum score: 50)

B. Financial offer (maximum weighted score: 40%)

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

The lowest offered price shall receive the highest score (50), others shall be calculated in relation to that in linear equation.

4.3. Selection of the providers

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

Total technical score: max. 50 (weight: 60%)

Total financial score: max. 50 (weight: 40%)

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

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

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

4.4. Signature of contract(s)

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

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

Within 3 days of receipt of the contract from EIT Urban Mobility, 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 providers 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 provider 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 provider may be transferred to internal audit services, EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.



Annexes

1.1. Annex 1 – Service Agreement

SERVICE AGREEMENT

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

EIT KIC URBAN MOBILITY S.L.U, a private limited company, having its registered office and place of business at Avinguda Diagonal, 211, 08018, Barcelona, Spain, with VAT number B67513630, legally represented herein by Francisco Ibáñez, acting as 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 “Provider”).

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

WHEREAS:

- I. EIT UM is an entity that aims to encourage positive changes in the way people move around cities in order to make them more liveable places by creating systemic solutions that will move more people around the city more efficiently and free up public space, ringing all key players in urban mobility together to avoid fragmentation, and engaging cities and citizens from the beginning, giving them the opportunity to become true agents of change.
- II. EIT UM has launched a tender for the provision of [...] (the “Tender”).
- III. Provider is a company specialized in [..].
- IV. Provider has been awarded the Tender and therefore Provider is willing and able to provide the services specified in Annex 1 to EIT UM, under the terms and conditions set forth in this Agreement.



NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Structure of the Agreement and precedence

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

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

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 UM from Provider under this Agreement.

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

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

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

The contractual relationship between EIT UM and Provider shall solely be governed by the terms and conditions of this Agreement. EIT UM 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.

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

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



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 UM as much as possible.

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 UM, (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under [Annex 1](#), and (ii) subject to specific requirements as may be stated in [Annex 1](#) regarding the way the Services shall be provided. Provider may conduct its business activities from its own premises but may be requested to operate from EIT UM's premises whenever it is necessary for the performance of the Services. 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.

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.

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 the subcontracting. 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 UM. Additional requirements relating to subcontracting may be provided in [Annex 1](#), as the case may be.

In order for EIT UM 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 UM progress of the performance of the Services, in writing, at intervals and under conditions specified under [Annex 1](#). Provider shall provide EIT UM 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 UM separately.

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 UM hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT UM.

Services delivered are subject to the acceptance of EIT UM. EIT UM shall issue a performance certificate after completion of Services. Should EIT UM fail to reject part or all of the Services provided within fifteen (15) (or other deadline set forth in [Annex 1](#)) calendar days as from such delivery, on the



grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT UM reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Provider shall re-perform the rejected (part of the) Service promptly (but no later than five (5) calendar days in absence of any further instructions) at no additional charge for EIT UM. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and EIT UM is not obliged to provide any compensation to Provider for such Services.

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

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

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

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

Compensation, invoicing and payment, expenses

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

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

Further, Provider may only charge the amounts under Article 4.1 subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the



delivered Services so invoiced having been properly delivered to EIT UM in a timely manner and accepted by EIT UM in writing (as the case may be).

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

- (a) the name and address of Provider
- (b) the VAT identification number of Provider
- (c) the VAT identification number of EIT UM
- (d) the name and address of EIT UM
- (e) the invoice number
- (f) the invoice date
- (g) the date on which the Services were supplied (provided EIT UM has accepted them pursuant to this Agreement)
- (h) the quantity and type of goods supplied (if applicable)
- (i) the nature and type of Services supplied
- (j) the following data for every VAT tariff or exemption:
 - the price per piece or unit, excluding VAT
 - any reductions that are not included in the price
 - the VAT tariff that has been applied
 - the cost (the price excluding VAT)
 - in case of advance payment: the date of payment, if this is different from the invoice date
 - the amount of VAT

By deviation to Article 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 UM in Annex 1. In such a case, requirements of Article 4.3 shall apply to each regular invoice.

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

All amounts corresponding to the compensation per Service, as fixed in Annex 1, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 10.1 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).

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

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



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

Taxes, other contributions, no employment agreement and related indemnification

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

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

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**”).

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

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

Intellectual property, ownership and licensing, IP infringement indemnification

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

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



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

By exception to Article 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**”).

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 UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.

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

Unless expressly specified otherwise in Annex 1,

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

EIT UM shall give 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 UM may reasonably require.

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

If Provider is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with



the above, EIT UM may terminate the Agreement and upon such termination, Provider shall reimburse to EIT UM the price paid, without prejudice to Provider's obligation to indemnify EIT UM as set forth herein.

Confidentiality, documents

“Confidential Information” means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to 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.

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 UM’ Confidential Information for any purpose other than for the Service; and (ii) disclose EIT UM Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners’ employees who (A) have a legitimate “need to know” to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Provider shall protect EIT UM’ Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Provider uses to protect its own confidential information of a like nature.

Provider’s obligations above shall not apply to any data or information that it can prove: (a) is lawfully available to EIT UM, prior to the time of receipt from EIT UM as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of 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 UM’ 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 UM thereof to give Provider the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

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 UM or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT UM has given its prior written permission to any such action.



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

Provider shall make all property belonging to EIT UM (or its Affiliates) such as, but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to EIT UM in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Personal data

For the purpose of this Agreement,

- **“Personal Data”** shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT UM current or former employees, employee family members, dependents or beneficiaries, customers, consumers, 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”**).

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

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.



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.

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

Liability, indemnification, insurance

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

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

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

Subject to Article 9.3, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to 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 UM.

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](#).



Suspension, termination of the Agreement

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

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

- (a) Provider breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT UM to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline fixed by EIT UM in the notice; or
- (b) EIT UM, in its reasonable discretion, determines that Provider is not able to perform the Services as required; or
- (c) Provider fails to provide EIT UM with adequate assurance of performance following request by EIT UM; or
- (d) Provider files a petition for bankruptcy or is declared bankrupt; or
- (e) Provider has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
- (f) Provider enters into voluntary or judicial liquidation;
- (g) the business of Provider ceases to exist or control or ownership is taken over by a third party;
- (h) as a result of the termination of the european programme(s) which requested EIT UM to enter into this Agreement (as the case may be).

As from receipt of a termination notice from EIT UM (under any legal ground), 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.

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

- (a) Fails for more than one hundred twenty (120) calendar days to pay 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.



Safeguarding of EU's financial interest and conflict of interest

Provider accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT UM has the right to transfer the tender proposal and the Agreement with 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 (“**Safeguarding the EU's financial interests**”).

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 contractor is obliged to inform EIT UM immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Miscellaneous

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

In the event that 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 UM 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.

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

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



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

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

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

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

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

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

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

If so chosen by EIT UM 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 UM declare to be known to them. Provider and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of 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.

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



Drawn up on [DATE].

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

CFO

[company name]

[name of representative]

[position of representative]



Annex 1 to the Services Agreement

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

Description and timing of the Services subject to the procurement procedure (as per Article 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

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

In application of Article 4.1 of the Agreement, the following Services shall be remunerated on the fixed rate, per type of Services, as follows:

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

Charging the compensation to EIT UM (as per 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]

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

Payment term (expressed in calendar days)	30 days
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Term of the Agreement (as per Article 10 of the Agreement):

In application of Article 10.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

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



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	
Tax 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
-----------------------	-------------------------



<p>Financial offer:</p> <p><presented in EUR (net amount, excl. VAT)></p>	<p>net X EUR</p>
<p><Technical offer: (if applicable) ></p> <p><e.g. presented in number of years of experience></p> <p>e.g.:</p> <ul style="list-style-type: none"> • name and professional capacity of Expert 1 (according to RFP 4.2 a) ii) • name and professional capacity of Expert N (according to RFP 4.2 a) ii) 	<p>e.g.:</p> <ul style="list-style-type: none"> • Expert 1: • XY – X years of experience <ul style="list-style-type: none"> • Expert N: • XY – X years of experience



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 provider 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 the its financial interests, the proposal and the contract of the provider 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>

