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# Request for Proposals

## PIO Tool Specifications

EIT Urban Mobility - Mobility for more liveable urban spaces

EIT Urban Mobility KIC LE (“Contracting Authority” or “CA”)

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22<sup>nd</sup> March 2024

[eiturbanmobility.eu](http://eiturbanmobility.eu)



# Contents

<b>1. Overview of EIT Urban Mobility .....</b>	<b>4</b>
<b>2. General objectives and scope of work .....</b>	<b>5</b>
<b>2.1 General objective .....</b>	<b>5</b>
2.2. Detailed scope of work .....	6
2.3. Location, timing, planning and reporting .....	7
2.3.1 Start date & period of implementation .....	7
2.3.2 Location .....	8
2.3.3 Payment terms .....	8
3. Methodology of work .....	8
2.5. Deliverables .....	12
<b>Proposal Process .....</b>	<b>12</b>
3.1. Proposal Schedule .....	12
3.2. Participation .....	13
3.3. Submission of proposal .....	13
3.4. Minimum requirements .....	14
3.5. Validity of the proposal .....	14
3.6. Additional information before the deadline for submitting proposals .....	14
3.7. Cost for preparing proposals .....	14
3.8. Ownership and confidentiality of proposals .....	15
3.9. Clarification related proposals .....	15
3.10. Negotiation about the submitted proposal .....	15
<b>Evaluation of proposals .....</b>	<b>15</b>
4.1. Exclusion criteria .....	15
4.2. Award criteria .....	16
4.3. Selection of the suppliers .....	17
4.4. Signature of contract(s) .....	17
4.5. Cancellation of the proposal procedure .....	17
4.6. Appeals / Complains .....	17
4.7. Ethics clauses / Corruptive practices .....	17
4.8. Safeguarding of EU's financial interest .....	18
<b>Annexes .....</b>	<b>19</b>
1. Annex 1 – Service Agreement .....	19
1.1 Tenders submission form .....	33
1.2 Tenders declaration form .....	35

2. Annex 2 – PIO Specifications..... 36

# 1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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



## 2. General objectives and scope of work

EIT Urban Mobility and the other Knowledge and Innovation Communities (KICs) are delivering its innovative solutions together with different entities (e.g., SMEs, universities, research institutions, public entities, local/regional/national authorities, etc.), who receive financial support through subgrants to implement the awarded activities. All KICs will need to ensure that the entities receiving their subgrants are validated (legally, financially) and comply with the minimum requirements set also for beneficiaries of Horizon Europe grants.

According to the new grant management framework, KICs are responsible for the validation of all entities receiving an EIT subgrant. This major change encouraged all KICs to cooperate in a Cross-KIC initiative supervised by the EIT and with the EIT Urban Mobility KIC as coordinator, to provide a unique “partner onboarding service” in charge of the check of all entities receiving an EIT subgrant. The check of the entities receiving financial support from all the KICs signatories of the Onboarding Service Agreement, PIO tool Agreement and Tool Data Processing Agreement (EIT Manufacturing; EIT Raw Materials, EIT Food, EIT Culture and Creativity, EIT Health, Climate KIC, EIT Urban Mobility) will ensure that entities can carry out the tasks part of the subgrant agreement, according to the provisions requested by EIT and by the EC.

According to this, the “Onboarding Service” should be able to perform a full validation check to all entities receiving an EIT subgrant and ensure the maintenance of an existing IT database, for the storage of the entities supporting document and for the access and exchange of the information among KICs and the Onboarding Service, as detailed in the following section. In line with its main responsibilities, the Onboarding process will collect and verify the truthfulness and consistency of requested documents and will perform financial capacity assessments, if requested by the KICs.

Taking into consideration the diversity of entities and processes in each of our KICs ecosystems (such as private and public entities, SMEs, universities, public authorities, among others), it was necessary to present in detail all the steps and verifications that will be performed by the Onboarding Service.

Overall, the system presented will be based on the ongoing contribution of the KICs, the work of the Onboarding Team (OT) and the IT system, the supervision of EITUM and the monitoring of EIT and external users, such as auditors.

### 2.1 General objective

This document aims to set out the business specifications required for a correct use of updated *Partner In and Out tool* (PIO tool) between EIT Urban Mobility, EIT Community (KICs) and the *Onboarding service*. PIO tool will be established in a *SharePoint online solution*.

EIT UM also the other KICs, are receiving financial support through subgrants to implement the awarded activities. All KICs need to ensure the entities receiving their subgrants are validated legal and financially and comply with the minimum requirements set also for the Horizon Europe grants.

According to the new grant management framework, KICs are responsible for the validation of all entities receiving EIT subgrants. This change encouraged all KICs to cooperate in a common initiative to provide a unique

“partner onboarding service” in charge of the check of all entities receiving an EIT subgrant and ensure the maintenance of an existing database, for the storage of the entities supporting documents and for the access and exchange of the information among KICs and the Onboarding Service Team (OST). For this the *Onboarding Service* will use a specific IT system tool (*PIO*).

The present request includes three actions that will be invoiced separately. **The first action** includes expert support for the procured tool and additional developments and integrations in the PIO tool that may be required, as well as its maintenance, which should cover the validity period of the Onboarding Service (2024 and 2025). **The second** includes licensing of needed tools such as Adobe Sign, also for the validity period of the Onboarding Service (2024 and 2025). And **the third** includes the maintenance of the PIO tool during the duration of the contract.

We have separated these actions in three different Work Packages:

- WP 1: Development and update of the existing PIO Tools (specified on Annex 2).
- WP 2: Annual licensing of external tools needed (specified on Annex 2).
- WP 3: Expert support and maintenance

## 2.2. Detailed scope of work

The new PIO tool will be established in a *SharePoint online solution*, a specific SharePoint Site is required. It will be technically managed by EIT Urban Mobility (EIT UM) and administratively managed by the Onboarding Service Team (OST).

The updated PIO will allow KICs to sign in and access their specific page (front-office) where they will provide an initial set of information (name, PIC, etc) of entities to be validated. The Onboarding Team (OT) will work on a back-office by performing the due diligence in line with REA and EIT requirements. The results of the checks (with the attached declarations/documents) will feed the front office of the related KIC and will be stored in the database.

The Onboarding Service will only perform checks on the entities informed by the KICs and each KIC will only be able to review the status and general information of the entities requested by them.

### WP 1: Development and update of the PIO tool

Initial development of the tool should allow management of documents, such as upload and download function of documents, approvals and permissions management for the documents and its folders.

The PIO tool will also be used as a database of entities' information, using customized SharePoint lists. The platform must have a friendly user interface to easily manage such information, using Power Apps if needed, to facilitate the use of the tool both by the OST and other users. The information stored in SharePoint's lists will be targeted and available only for certain roles, different interfaces might be needed.

The creation of groups and roles will be needed to ensure the privacy of the data and documents stored in the platform, as well as to restrict functionalities. Mainly four roles will be needed:

- Administrator role: full access for the provider and the EIT UM IT team
- Management role: with edit rights and access to all data and documents for the Onboarding Service team
- KIC role: edit rights with limited access to certain information and features.
- Reviewer role: read permissions for all data and contents.



In order to allow the Onboarding Service team to manage and approve the requests from the KICs to validate the entities, the tool must allow more specific functions as:

- Request for new entity validation and existing extra validation: this feature will allow the KICs to submit forms requesting for a validation to be approved by the OST.
- Search features: a searcher will be created to allow KICs to look for certain information. The search will be restricted and limited by input fields.
- Reminders and notification both for the OST and the KICs that request validations.
- Automations might be needed to enhance some features.
- Customized SharePoint views
- Bulk validation imports for KICs
- E-signature management using Adobe Sign

The history revision will be enabled to have a log of modifications performed in the tool.

## **WP 2: Annual licensing during the life of the Onboarding Service**

### Requirements for Adobe Sign

- At least 3 users with Adobe Sign will be required.
- License type: Business plan

If other tools might be required, its licenses should be included in the WP 2.

## **WP 3: Tool support and maintenance during the Onboarding Service lifecycle.**

Support and maintenance will be required on demand basis of corresponding developments.

- An effort/cost estimation for each development will be required per hour.

The tenderer is requested to propose specific support in English for the current system and its maintenance to support the needs and strategy of EIT UM and OST during the validity period of the OS (ending on the 31/12/2025).

## **2.3. Location, timing, planning and reporting**

### **2.3.1 Start date & period of implementation**

The intended start date is, at the latest, 11/04/2024 and is expected to last, at the latest, until 31/12/2025, time during which the services set out above will be provided.



## 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

The available maximum fund for the requested services is 75,000 EUR (VAT included). This amount of money should cover the validity period of the Onboarding Services and should include all the goods and services described in WP1 and WP2.

The services should be invoiced in arrears including specific timesheets, according to the actions achieved, which are for WP 1, Deliverables 1, 2, and 3; and, for WP 2 Annual Licence of Adobe Sign, Deliverable 4.

WP1: 50,000 EUR (VAT included)

WP2: 5,000 EUR (VAT included)

WP3: 20,000 EUR (VAT included)

## 3. Methodology of work

To understand the needs of the PIO tool we must provide some information about the onboarding process. *(See below figure 1. Onboarding Service flow)*

Proposals presented by Entities are differentiated, after a first check, among those that comply with the eligibility check and those that do not comply. For those that have been selected the signature and the validation of legal and financial requirements must be done; therefore, the onboarding service process starts at this time.

Overall, the system will be based on the ongoing contribution of the KICs, the work of the OST and the IT system, the supervision of EITUM and the monitoring of EIT and externals users, such as auditors.

The updated PIO will allow KICs to sign in and access their specific page (front-office) where they will provide an initial set of information (name, PIC, etc) of entities to be validated. The Onboarding Team (OT) will work on a back-office by performing the due diligence in line with REA and EIT requirements. The results of the checks (with the attached declarations/documents) will feed the front office of the related KIC and will be stored in the database.

The Onboarding Service will only perform checks on the entities informed by the KICs and each KIC will only be able to review the status and general information of the entities requested by them.



## Overview of the process – Onboarding Service

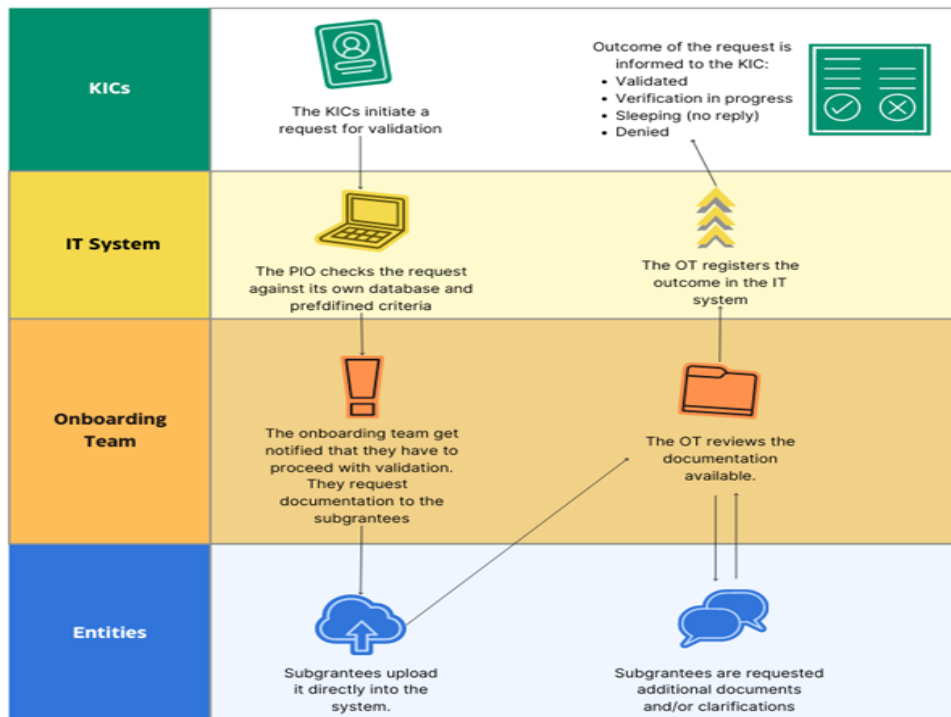


Figure 1. Onboarding Service flow

The key components of the OS are the KICs, the Onboarding Service Team, the subgrantees, and external roles. Each participant plays a different role in the PIO tool. Those roles will define different rights and views of each user according to their role. Those participants are:

- **KICs** will start any specific interaction with the Onboarding Service. They may request a validation after a competition of a call for proposals or simply request information on a specific entity (e.g., in case of a direct award). In any case, each KIC can log in to the system, fill out the requested information depending on the type of request, and will receive an outcome.
- **The Onboarding Team** The team will review the documentation available in the system (if any) and contact the subgrantees in order to request further documents. Once this verification is completed, they will update the information of the entity in the system.
- **The subgrantees (entities)** include all entities being validated by this service. They might be contacted by the Onboarding Team or not (if they have already been validated). Their information is available in the database.
- **EIT, external roles (audit) EIT UM:** The EIT will be allowed a full-access role to the information available in the PIO, to facilitate its monitoring tasks. Similar read-only access could be provided to external users, such as auditors, if needed.
- **The IT system (PIO)** will be composed of a database with automated processes. It has been designed by EIT and includes the legal and financial information of the entities validated by the Onboarding Service. The upgrades developed in the system allow to offer an automatic verification of the need to validate a specific entity and also provide guarantees in terms of privacy, as each KIC will only be able to request information about the entities listed in previous or ongoing requests.

Functionalities of the process and the description of the PIO tool are presented using different cases:



**Use case 1: Validation of an entity:** After the selection of entities awarded in a call for proposals and before the contracting phase or in other specific situations, KICs will be able to check with the Onboarding Service the status of the entities being awarded public funding.

In the updated PIO, the KICs' interface will allow them to "Request a validation". To initiate this process, KICs will be requested to provide the following information for each entity:

- **Identification\*:** Full official name, Registration Country, VAT number, PIC number.
- **Organization data\*:** Address, Postal code, City, Country, Phone, and SPOC and LRO contacts
- **Additional checks to be performed\*:** Type of Validation, FCA (YES/NO), Creditworthiness check (YES/NO), Declaration of Honour (DoH).

\*Mandatory fields

The system will then proceed to check this request against its database and predefined criteria and will assign a colour code depending on the status:

- o If the subgrantee is already validated > GREEN
- o If the subgrantee does need to go through verification > YELLOW
- o If the subgrantee cannot receive any funding > RED
- o If the subgrantee is not listed in the database > GREY

The onboarding team (OT) will get then notified that they must proceed with the validation of partner/s. They will access the PIO, review the documentation available, and request additional information from subgrantees.

Entities will then upload the requested documentation into the PIO and the Onboarding Team (OT) will receive a notification. The OT will verify the consistency and correctness of the information, completeness, and correctness of the data (in all documents), legal personality, and reliability of the financial information by spotting e.g., challenging situations, possible overexposure, qualification for EIT funding, etc. In case of any doubt, further documents or clarifications may be requested. They may have several interactions with the subgrantees before updating the status of the documents in the PIO.

Once the check is completed, the onboarding officers finalize the validation in the PIO. The system will then inform the KIC who submitted the request on the outcome of the check.

**Use case 2: Search function:** KICs have also the possibility to use a "search function" where they can insert a PIC number of a partner to check whether the partner is validated or any other validation is missing (LRO, DoH, FCA or Creditworthiness, if requested). The partner legal documentation will be guarded by the Onboarding Service and provided upon request.

KICs may also request an additional validation (FCA check or DOH update, for instance) for a specific entity.

**Use case 3: Register of an entity:** If an entity has never been validated by REA or by the Onboarding Service, the request for validation from the KIC will generate a new register in the PIO. The KIC will provide all the necessary information (mainly legal data, and contact details of their SPOC and their LRO, for instance), and the updated PIO will generate a notification to the Onboarding Service.

The Onboarding Service will contact then the corresponding entity SPOC and request the uploading of the corresponding documents in the PIO. The Onboarding Team will then proceed to verify the documentation following the validation process (see use case 1: validation process). After the verification has been completed, the outcome is registered in the PIO and the KIC who submitted the request is informed.

**Use case 4: Signature of documents – DoH:** The Onboarding Team will verify the signature of Declarations of Honours (DoH) or similar documents (Affiliated entities, etc) as part of their routine verification process. The PIO will automatically inform the OT of the need for the signature of these documents in case there is no document saved in the database or the informed date is no longer valid.

The OT will then be responsible for notifying the LRO of the need to proceed with its signature. The current process is envisaged through electronic signature technologies such as Adobe Sign. This functionality may be updated over time.

**Use case 5: Change in SPOC:** When first registering an entity, the email provided as a contact person will be requested to inform of the roles in the organization. At least two main roles must be included:

- SPOC (Single-point-of-contact): contact person for the organization. Updates all the required information in the PIO and can initiate any process required by the OS.
- LRO (Legal Representative of the Organization). The person legally empowered to represent the entity and to sign on their behalf.

Following the registration, the Onboarding Service will also validate the designation of LRO, which requires a separate process of validation of documents.

There can be only one SPOC per entity, and s/he has read and write access to all the forms of his/her organization. If the SPOC of the entity has changed, the LRO of the organization must provide the Onboarding Service with the first name, last name, and email address of the new SPOC.

**Use case 6: Validation of LRO:** The LRO corresponds to the participant's legal representative (i.e. a person duly authorized to act on behalf of the organization and to commit it vis-à-vis third parties). The LRO must be someone employed in the organization (most commonly in the central administrative services of the entity), in order to ensure maximum stability in the role.

Each participant can only appoint one LRO. The process for the appointment of the LRO can run in parallel to the validation of the legal entity but can only be finalized once the participant is validated. LRO appointment must be completed before the signature of the legal package (FSA, DoH, etc).

For LRO validation, the Onboarding Service will require the entities to upload some documents (declarations, copies of the delegation as legal representative, among others) to the PIO. Upon receipt of the requested documents and once verified by the Onboarding Service, the appointment of the LRO will be finalized in the PIO.

In case the LRO role needs to be updated, the SPOC should contact the Onboarding Service to initiate the validation of the new LRO.

**Use case 7: Monitoring and audit:** As part of a monitoring process, EIT will be assigned a specific role in the PIO which will allow full access to the information and documentation available in the database.

The Onboarding Service activity will be closely monitored by the EITUM coordination team. During the initial phase, a PMO officer will review all the validations performed to guarantee quality compliance. Periodic meetings will be held with the team to provide ongoing feedback on performance and to take corrective action, if necessary.

Additionally, the Onboarding Service will be actively monitored by being required to send a periodic activity report, initially after six months and afterward every year. In this report, they will explain the development of ongoing processes in a set period and inform on the compliance of performance indicators, such as the number of files processed per day, or the number of days required to complete a verification.

Moreover, the Onboarding Service will be audited at least once a year. This audit will be performed by an external company and will verify that the checks and procedures are applied and in line with the established methodology. The outcome of the audit will be shared among KICs and EITUM will take into consideration the recommendations and suggestions of the auditors to improve the implementation of the service.

## 2.5. Deliverables

Work Package 1:

- *Deliverable 1*: Updated PIO Tool, based on the information available in Annex 2, page 38. Implementation must be done, at the latest, 31/05/2024.
- *Deliverable 2*: List of the current Onboarding Service validated entities transferred into the updated PIO tool, see Annex 2, page 48. Implementation must be done, at the latest, 31/05/2024.
- *Deliverable 3*: Documentation and source code of the performed development if needed. Implementation date: Before ending the contract (31/12/2025).

Work Package 2:

- *Deliverable 4*: Access to Licence Adobe Sign. Implementation must be done, at the latest, 31/05/2024.

Work Package 3:

- *To be determined (on demand)*.

# Proposal Process

## 3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	22nd March, 2024
Deadline for submitting proposal	2nd April, 2024
Intended date of notification of award	8th April, 2024
Stand still period	3 days



Intended date of contract signature	11th April, 2024
Intended start date of the contract implementation	11th April, 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 2nd April, 2024, 16:00 Central European Time**, to:

**Contact name:** For the attention of Ms. Judith Estol, Programme Officer, at EIT URBAN MOBILITY.

**E-mail:** [procurement@eiturbanmobility.eu](mailto: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 2nd April, 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 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.
- WP3 is expected to be quoted as hourly price.
- 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 must 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 Ms. Judith Estol, Programme Officer at EIT URBAN MOBILITY.

**E-mail:** [procurement@eiturbanmobility.eu](mailto: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 the tenderer in connection 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 to safeguard 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.

## 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:







Reference letters in delivering similar projects. Each contractor with 4 letters will get 30 points, 2-3 letters will get 10 points, and 1 letter will get 5 points.	30
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### 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 the price on a 60%/40% basis, i.e.

*Total technical score: max. 100*

*Total financial score: max. 40*

*Total score: max. 140.*

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. 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 CFO of the company (hereinafter referred to as “EIT UM”)

and

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

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

#### WHEREAS:

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

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

## **NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

### **Structure of the Agreement and precedence**

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

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

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

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

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

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

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

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

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

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

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

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

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

In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article **Error! Reference source not found.** below), Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by EIT UM separately.

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

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

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

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

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

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

### Compensation, invoicing and payment, expenses

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

Supplier may only charge the amounts under Article **Error! Reference source not found.** corresponding to the delivered Services, after acceptance of such Services by EIT UM.

Further, Supplier may only charge the amounts under Article **Error! Reference source not found.** subject to (i) EIT UM having received a correct invoice bearing the essential elements below, (ii) all

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

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

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

By deviation to Article **Error! Reference source not found.**, Supplier may charge the amounts under Article **Error! Reference source not found.**, 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 **Error! Reference source not found.** shall apply to each regular invoice.

The payment term applying to Supplier invoices fulfilling the requirements of this **Error! Reference source not found.** 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 **Error! Reference source not found.** below), unless specifically provided otherwise in [Annex 1](#) (and within the limits of the price revision mechanisms authorised under the procurement procedure).

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

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

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

### Taxes, other contributions, no employment agreement and related indemnification

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

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

In addition to Articles **Error! Reference source not found.** and **Error! Reference source not found.**, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called “**Contributions**”).

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

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

### Intellectual property, ownership and licensing, IP infringement indemnification

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

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

In addition to Article **Error! Reference source not found.**, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or



embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title, or interest in any of these items nor any trademark or trade name from EIT UM.

By exception to Article **Error! Reference source not found.**, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier (“**Background IP**”).

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

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

Unless expressly specified otherwise in Annex 1,

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

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

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

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

## Confidentiality, documents

“**Confidential Information**” means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT UM, its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as “confidential” or “proprietary” or words of similar import when disclosed, and (b) is orally disclosed and is summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

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

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

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

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

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

## Personal data

For the purpose of this Agreement,

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

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

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

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this **Error! Reference source not found.**

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

Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses, and claims arising out of a breach of this **Error! Reference source not found.**

### Liability, indemnification, insurance

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

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

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

Subject to Article **Error! Reference source not found.**, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.

Subject always to Article **Error! Reference source not found.**, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

### Suspension, termination of the Agreement

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

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

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

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

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

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

### **Safeguarding of EU's financial interest and conflict of interest**

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



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

## Miscellaneous

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

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

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

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

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

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

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

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

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

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

Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Article **Error! Reference source not found.** applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.

If so chosen by EIT UM in accordance with Article **Error! Reference source not found.**, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Article **Error! Reference source not found.**

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

Drawn up on [DATE].

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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:

Description and timing of the Services subject to the procurement procedure (as per Article **Error! Reference source not found.** of the Agreement) and detailed description of the types of Services and Deliverables (as per Article **Error! Reference source not found.** of the Agreement) covered by the Agreement:

- Task 1
- Task 2

Price of the Services (as per **Error! Reference source not found.** of the Agreement):

In application of Article **Error! Reference source not found.** 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 **Error! Reference source not found.** of the Agreement)

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

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

Payment term applying to Supplier invoices (as per **Error! Reference source not found.** of the Agreement):

Payment term (expressed in calendar days)	30 days
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Term of the Agreement (as per **Error! Reference source not found.** of the Agreement):

In application of Article **Error! Reference source not found.** 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]



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



## 1.2 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>



## 2. Annex 2 – PIO Specifications

### PIO Specifications

This document aims to set out the business specifications required for the correct use of the tool between EIT Urban Mobility (as an organization authorized by EIT), EIT Community Share Services (as coordinator of the “Partners Onboarding Service”), and the EIT Community Onboarding Service.

The PIO tool, established as a SharePoint, which will serve as a document store, database of creation of new entities, Customer Profile Portal, Search for entities, validation request, and reminders the users shall be composed of a *front office* and a *back office* that serves the needs of the different users involved in its functioning. As a database and a data store, it will be possible for the users (according to their role) to extract data from them, to create summaries and reports.

These users of the updated PIO tool are: The different EIT KICs (*front-office view*); The Onboarding Service Team (*front- and back-office needs*); the EIT, ‘external auditors’ and EIT UM – Administrator (*only read access*); the Entities to be validated (*only upload view – kind of a front office view*). These users will each have a different view that will be following their needs.

According to the functionalities of the process and the description of the PIO tool presented above through different cases, this document would like to define the needs and role of each user.

#### 1. EIT KICs (*front office view*)

Each KIC will have individual access separate from other KICS with whom they will not share their organization’s data. According to the onboarding service procedure, each KIC will check whether their Entities are validated or not. KICs will have a *front office view connected* to the data and the main database which will contain the working file of the Onboarding Service and the Entity’s Profile (i.e. the Entity’s Information Form). In case the organization has not been registered it will be the KICs who will provide the information to the PIO tool by creating a new Organization. Thus, the primary information in the Entities Profile will be provided by the KIC.

Each KIC will **submit the validation request** filling a pre-defined data about the Entity. In this step, KIC’s SPOC (liaison between entity and OS) could set up automatic communication with OS when the OS has

completed a validation, when OS overwrites submitted data, or per access management (giving or taking away). All KICs would have visibility about general validation status, however, requests would be only visible to the KIC's SPOC who initiates the onboarding service.

## 2. ENTITIES (*only upload rights*)

Due to practical and operational considerations in the use of the PIO tool, entities that must be validated or that must provide some documentation - by prior request of the KIC - will not have direct access to the tool. However, since entities must provide supporting documents to the Onboarding Service so that they can carry out the relevant validation or review, they must have the possibility of uploading the relevant documentation to the PIO. This action will be carried out as a consequence of the requests made by the Onboarding Service through the automatic communications pre-established in the tool. Although communication with the entity will be via workflows (let's say, through formal emails to the mailbox *onboarding.service@eiturbanmobility.eu*), the provision of documentation will be carried out through the PIO. These documents may be updated and re-uploaded and the way for the entity and, consequently, the entity's contact person to be associated with their PIO profile will be through their PIC number. Likewise, the system will recognize the PIC number and automatically associate it with the folder of the entity in question.

## 3. THE ONBOARDING SERVICE TEAM (*front & back-office view and needs*)

The Onboarding Service Team will work independently of KICs. The Onboarding Service must have at its disposal two types of functionalities in the PIO tool: the back office, to be able to make all the relevant changes in the working document or database, and the front office, where it can manage all the registered entities and deposit the information it receives from them. The visibility of the IT system must be full visibility of all data managed, proceeded, and received by all members of the KICs. When first registering an entity, the email provided as a contact person will be requested to inform of the roles in the organization. At least two main roles must be included:

- SPOC (Single-point-of-contact): The contact person for the organization. Provides all the required information.
- LRO (Legal Representative of the Organization). The person is legally empowered to represent the entity and to sign on their behalf.

Following the registration, the Onboarding Service will also validate the designation of LRO, which requires a separate process of validation of documents. If the SPOC of the entity has changed, the LRO



of the organization must provide the Onboarding Service with the first name, last name, and email address of the new SPOC – This information may also come from the KICs.

For the LRO's validation, the Onboarding Service will require the entities to upload some documents (declarations, copies of the delegation as the legal representative, among others) to the PIO. Upon receipt of the requested documents and once verified by the Onboarding Service, the appointment of the LRO will be finalized in the PIO. In case the LRO role needs to be updated, the SPOC should contact the Onboarding Service to initiate the validation of the new LRO.

At the same time, the team will be able to automatically generate the relevant declarations and send them to the organization's LRO for signature, making a copy to the SPOC. These documents, once signed using Adobe Sign, must be saved in the relevant folder, being visible only to the Onboarding Service and to the KIC that has requested their validation.

#### **4. EIT, EXTERNAL USERS, AND EIT URBAN MOBILITY (*only read access*)**

The EIT, the EIT Urban Mobility's coordinator, and the potential auditors will have a read-only view, meaning full visibility of data and folders (front and back view if needed).

If EIT is requesting it, we can share though I think the regular reports should provide appropriate information. Thus, it is equally interesting as it is necessary that the updated PIO can generate periodic reports for those who request them.

The needs and roles are explained in the use cases that can be found below:

## USE CASE 1

Each KIC will have individual access separate from other KICS with whom they will not share their customer data. According to the onboarding service procedure, each KIC will check whether their Entities are validated or not. An Entity might be engaged in more than one KIC if they are involved in more than one project across the KICs.

As a database and a data store, it will be possible for the KICS to extract data from them, to create summaries and reports. These may be for the benefit of the KICs as well as for the EIT Community Share Services, and the EIT.

KICs will have a *front office* view connected to the data and to the main database which will contain the working file of the Onboarding Service and the Entity's Profile (i.e. the Entity Information Form). In case the partner has not been registered it will be the KICs who will provide the information to the PIO tool by creating a new Organization. Therefore, the primary information in the Entities Profile will be provided by the KIC.

The view will comprise two sections: one for processes and one for results.

The **process** section will refer to the search for PIC numbers and/or a Legal Entity Name related to Entities that are registered and, also to check the status of those entities that have been asked to validate. It will also contain the application/form to perform the validation request – relating to Entities that are not registered and need to be validated, or who are registered but need to update the Declaration of Honour/Declaration of Joint Liability, or that require a Financial Capacity Assessment. The **results** section will show the results of all the entities related to the KIC, where those that have been validated by the Onboarding Service will appear, those that are pending validation, as well as the entities that must carry out some type of additional check (they are validated by the Onboarding Service or that have been previously validated by REA)



### ***A Process (Validation Performance Section)***

The PIO tool should have different sections which will be overlapping and linked to each other, and to the Customer Profile and the Database:

- **Searcher:** The search engine should allow searching in bulk by PIC number or Legal Entity Name for those Entities that have checked into the Funding and Tender Portal (REA) and consequently have been given the status of Declared or Sleeping. The idea is that the search engine allows the KIC to know if these entities have already been validated by the Onboarding Service or if, consequently, the KIC must request their validation through the validation form (next step). This information will be extracted from the Database and will be displayed in the results section. Furthermore, the Entity, whether validated or not, will be able to visualize this information in its Entity Profile (Customer Information Form).



- **Application or Form:** The form will be a multi-functional tool and will allow a request from more than one Entity at a time (i.e., bulk). It should have three options, one for each type of request: 1) Validation Request, 2) DOH/DOJL Update Request, and 3) CFA/Creditworthiness Request. Clicking on each option will open a form as shown below with a series of fields that will allow the user to ‘add’ another customer – or, to upload an Excel file with the following fields:



- Validation Request: The KIC must provide the following information which will constitute part of the primary information of the Entity’s Profile: The PIC code, its status on REA, the legal name, address, and country, the name, e-mail address, and the title of the “main point of contact” (SPOC), the name email address and title of the “Legal Representative” (LRO), the type of validation and the status of the DOH.

	REQUEST			ENTITY			SPOC			LRO			Start-Up	VAT	VALIDATION / REVIEW		
KIC name	Submission DATE	PIC number	PIC status by REA	LEGAL NAME	COUNTRY	ADDRESS	NAME	TITLE	E-MAIL	NAME	TITLE	E-MAIL	Yes/No	Number	Type of validation/service	DoH current status of DoH	Comments (optional)

Figure 2. Primary Information. Basis of the organizational scheme of the Entity's profile in the PIO tool.

- *PIC statuses:* It must be a drop-down list that contains three different options:
  - Validated
  - Declared
  - Sleeping
- *Start-Up:* It must be a drop drop-down list (YES/NO)
- *VAT number:* An open field to fill it in
- *Type of Validation:* It must be a drop-down list that contains three different options depending on the EIT-Funding:
  - Basic (Less than 60K)
  - Regular (Between 60K and 500K)
  - Financial (Regular + FCA = more than 500K)
  - Validation - FCA only, for a validated Lead Partner ONLY
- *DOH status:* A drop-down checklist should contain the following statements:
  - YES, attached, it is valid and signed.
  - NO, please prepare it, and have it signed by the Partner.
  - N/A

- DOH/DOJL Update Request: Validated Entities might come from different KICs and, therefore, these Entities might have signed the DOH or the DOJL several times at different stages. If they participate in new projects during the Business Plan, they are obliged to re-sign the document. As a consequence, this field should contain the following features\*:

- *Searcher*: The KICs should be able to search for Entities who need to update the DOH/DOJL (the signature date should appear in the Entity's information form so they can know whether it is necessary to request the signature or not).
- *Request*: Once a customer has been validated, it should be possible to select a field entitled a DoH update (only for validated partners)

\*Entities who need to update DOH or DOJL, even though they have a validated PIC number will have to be registered (the KIC will have to fill in the form with the primary information), taking into consideration that they might not be in the database.

- FCA/Creditworthiness Request: When the KIC sees that an Entity is approaching receipt of 500K or more EIT funding during the current Business Plan, it should be able to request two types of check\*:
  - *Searcher*: The KICs can search for the Entity for whom such a request is needed.
  - *Request*: Once the Entity falling into this category is identified it should be possible to select two types of review:
    - Optional FCA check – outside of validation scope
    - Optional Creditworthiness check – outside of validation scope

\*This check must be included in the validation part within “Financial Validation” or “Validation - FCA only, for a validated Lead Partner ONLY” and the KICs are responsible for its request.

Performing any of these actions will automatically launch two notifications, one to the Onboarding Service – which should work to organize the tasks – and the other to the KIC confirming the request.

**A. Results (Customer Validation Section)**

As stated above, the so-called 'Process' contains two different performances (searching actions and request forms); in consequence, there should be two types of results. On the one hand, the search action should redirect the KIC to another page which would show the list of searched Entities and their statuses retrieved from the database:

Legal Entity Name	Date of Request	PIC number	PIC Status by REA	Address and Country	Type of Validation	DOH/DoJL Status (signature date)	Onboarding Service Validation Status	Date of Validation
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Figure 3. KICs view of the Entity's profile.

Each of these fields must retrieve data from the records, previously submitted through any fulfilled request form. Regarding the Onboarding Service Validation Status, this field should be added by the Onboarding Service to the working file and consequently exported to the Results field with the following options:

***Pending, Validated, Non-responsive, or Not Validated.***



On the other hand, in responding to the request action, there should be a field in the *front office* that would record all the requested partners in a list, showing the above-mentioned columns and data (being the status the most important one). There should also be a field that would contain all the entities related to each KIC. The KIC should have the possibility to generate summaries of all the requested Entities, with all the validations and pending validations. Monthly, the PIO could also automatically send this from a newsletter.

## USE CASE 2

The entities, whether validated or not, have the function of providing the Onboarding Service with a series of documentation so that it can supervise it and make the pertinent decision based on the request made by the KIC. In turn, the legal representatives of the organizations will likely have to sign documents, such as the DOH or the DOJL. Since several people may be involved in the entities' projects, there will only be two points of contact, which will be provided by the KICs: the Single Point Of Contact (SPOC) and the Legal Representative of the Organization (LRO).

These people - mainly the SPOC - will be in charge of providing the supporting documents to the Onboarding Service. They will do it in a way that they do not have to access the PIO tool so that in the event of a change of contacts, the platform developers do not have to provide new licenses to new users. Likewise, the view of the entities will be carried out in SharePoint form mode, where the user is detected through the email provided by the KIC. In turn, the contact of the entity, to upload the necessary documentation, must be accredited using the PIC number of your organization. If the PIC number is correct and matches the Entity that has been registered in the PIO, the form should be able to open a window where the documents can be uploaded.

When the documentation is uploaded, the system should send an automatic confirmation message to the person who has acted and, in turn, should notify the Onboarding Service that the entity has committed an action related to the request.

This documentation should be saved in the folder or profile of the corresponding entity and be visible and editable for the onboarding service and only visible to the EIT, the external auditors, and the EIT UM coordinator; the KICs should not have access to this documentation.

## USE CASE 3

The Onboarding Service must have at its disposal two types of functionalities in the PIO tool: the back office, to be able to make all the relevant changes in the working document or database and deposit the information it receives from the Entities, and the front office, where they can list and manage all the registered Entities.



## **A) Front Office**

The front office shall be comprised of all the registered entities across all the KICs, which will be created by them after requesting any of the above-mentioned requests (validation request; DOH/DOJL update, or FCA/Creditworthiness check). The Entities will be listed by PIC number, obtained from the Funding and Tender Portal, accompanied by the Entity's Legal Name. Clicking on the number would drive the Onboarding Service (as well as the EIT, the EIT UM coordinator, and the external Auditors – but in only read view) to each Entity's profile. The profile will be comprised of different fields, each one related to the primary data given by the KICs, together with the relevant folder that will store the documents provided by the Entities (See Figure 2 above).

## **B) Back Office**

The back office is how the Onboarding Service will be able to edit the fields and carry out the functions entrusted to them. Notifications coming from the automatic messages that will inform the Onboarding Service about any request of any KIC should pop out in the back office and should allow the team to organize themselves so that they can carry out the requests, check the documents, and generate the documents to be sent to sign. From the back office, they should be able to enter the profile of each entity (as mentioned above, by clicking on the PIC number) and edit those fields that are necessary, either to add information or to update it. Additional fields could be added by them, such as the Date of Signature of any missing document, which should at the same time be visible for the relevant KICs.

In the back office, the Onboarding Service should have the templates of the documents that must be signed by the Entities: Declaration of Honour and Declaration of Joint Liability. They should be able to generate the template for each entity automatically and send it out for signature through the signing tool (Adobe Sign) which should be linked to the contact points of the Entities. Once signed, the team should add the signature date to the relevant field in the back office (or be automatically filled in by the system), so any entity looking at whether they are validated or not can know that it is not necessary to request the DOH/DOJL update.

The current worksheet of the Onboarding Service should be transferred to the updated PIO tool with all the information as part of the second Deliverable. The Onboarding Team is working on an Excel spreadsheet whose data is filled out and organized in columns; see below figures 4. and 5.

Figure 4. Primary Information coming from the KIC.

KIC	UPON REQUEST				Entity						SPOC			LRO				VALIDATION		Comments	
Name	Submission DATE	PIC number	PIC status by REA	PIC status by OS Team	LEGAL NAME	LEGAL ADDRESS	COUNTRY	VAT number	Start-up YES / NO	Affiliate YES / NO	NAME	E-MAIL	Title	NAME	E-MAIL	Title	Authorization: SINGLE / JOINT	TYPE of validation	DoH Attached?	TA / HUB Contact e-mail	Optional

Figure 5. Information added by the Onboarding Service (which should comprise the back office)

COMMENTS / STATUS TRACK	REQUESTED Doc. / Clarification	DoH/DoJL Signature Date	REMINDER 1.	REMINDER 2.	Financial Validation Need	Financial Documents	Financial Validation	OS Team's track STATUS	Date of Validation	Validator	Notes of OS to correct by KIC
OS Team											

\*These fields should be opened for them to fill in.