



# Request for Proposals

Academy Student Portal: IT Systems

EIT Urban Mobility – Mobility for more liveable urban spaces

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4th November 2024

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# 1. Overview of EIT Urban Mobility

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

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



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



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



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

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

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

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

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





# General Objectives and Scope of Work

## 2.1. General Objectives

EIT KIC Urban Mobility S.L. hereby being referred to as "the EIT UM" or as "EIT UM" is seeking a qualified vendor to lead the migration of its Academy Student Portal from the existing platform to a customised development in NetSuite, whilst keeping the existing functionalities and adding new ones.

The existing portal has multiple functionalities which could be grouped into the following four main functional areas:

- 1. Leads Management
- 2. Admissions
- 3. Emails & Communication
- 4. Student Lifecycle Management

In addition to the functionalities described above, available in the existing portal, that are specific to the EIT UM Master School, certain new functions and configurations will be required and will be needed to be enabled in the new platform for other Academy programmes, namely the Doctoral Training Network and the Fellowship Scheme in the new platform.

It is expected that the selected vendor will work very closely with EIT UM's internal IT department and the Academy Thematic area, to ensure a service that is fully aligned with the company's strategic roadmap.

Finally, the RFP includes an additional Work Package (WP2) with budget for external expert support related to NetSuite developments and/or upgrades. This budget will also be used in case of unforeseen issues after the main project of the EIT UM Master School is completed.

# 2.2. Detailed scope of work

Through this procurement process, EIT UM seeks a vendor to migrate and enhance its Academy Student Portal, currently used by the EIT UM Master School. The vendor must successfully customise within NetSuite the functionalities which are available in the current platform and develop new features as outlined in this section.





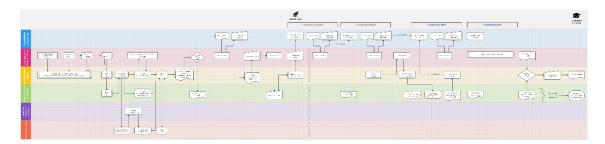
The final goal is to develop a customised Academy Student portal in NetSuite to accommodate students from various programmes within the Academy Thematic area. This includes the Master School, Doctoral Training Network and the Fellowship Scheme.

# Background

The existing Plaza platform (currently only used by our EIT UM Master School) offers a wide range of functionalities depending on the type of user, all of which need to be implemented in NetSuite. The different user roles and the estimated number of users as of July 2024 are mentioned in the table below. These numbers are expected to grow every year.

User Roles	Estimated Number of Users (as of July 2024)
EIT UM Foundation	3
Applicants	1500
Active Students	150
Alumni	120
Master School Office (MSO)	6
Partner University Administrators	20
Selection Committee Members	20
Programme Leads	4

EIT UM Master School processes, visualised chronologically by different role groups, are shown in the picture below. A full-resolution image of the same can be accessed here: EIT Urban Mobility Master School Flow Chart.



Even though the number of users and user roles varies slightly between the Master School, the Fellowship Scheme, and the Doctoral Training Network, the core functionalities required for all can be grouped into the following **four main functional areas**:

- 1. Leads Management
- 2. Admissions
- 3. Emails & Communication





#### 4. Student Lifecycle Management

The subsequent sections provide a general summary of functionalities required to be customised in NetSuite, categorised by their respective functional areas.

A comprehensive list of these functionality requirements is attached in <u>Annex 1.1</u> for Master School, and <u>Annex 1.2</u> for the Fellowship Scheme & Doctoral Training Network.

## Leads Management System

The Academy Student Portal in the NetSuite (herein called "new platform") should have a dedicated leads management system to track all prospective students of the different Academic programmes such as the Master School, Fellowship Scheme, Doctoral Training Network etc. The tool should include features such as lead capture and tracking, consent collection, communication management, integration with other instances of the platform, email tracking, and analytics.

#### Admissions

The Admissions section of the new platform is designed for use by the applicants, the Master School Office, the Partner Universities Administrators, the Selection Committee members, the Program Leads etc.

The following is a summary of the specific functional requirements for the Admissions section:

- Account Creation: Email-based registration with email verification and GDPR compliance.
- New Application: Data collection, user-friendly interface, and editable applications.
- Educational Background: University selection, degree input, university list management, and university ranking integration.
- English Language Proficiency: Options to demonstrate English proficiency, including IELTS, TOEFL, or degree verification.
- Program and University Selection: Program list and choice, preference order for universities, university restrictions, and preference flexibility.
- Scholarship Support: Checkbox for applicants to indicate whether they would like their application to be considered for scholarship opportunities.
- Documentation: Specific upload fields for various documents, including bachelor's degree, transcript, curriculum vitae, letter of motivation, video pitch, and additional supporting documents.
- English Test Validation: External portal integration and score transfer.
- Pre-Screening: Pre-screening process, new university ranking, and English proficiency finalization.
- Application Release/Distribution: Release to Program Leads, Selection Committee assignment, and ad hoc allocations.
- General Requirements Check: Resubmission, simultaneous check, document verification, document access, missing document handling, comment tracking, application modification, and pass/fail assessment.





- Specific Requirements Check: Simultaneous check, document access, application grading, and redistribution.
- Sanity Check: Review oversight and review adjustments.
- Post-Review Actions: Template management, dynamic data population, email communication, and document generation.
- Permission Management: User roles and role-based access.
- Programs and Universities Management: Partner addition flexibility, university role designation, and cost centre assignment.
- University Ranking: Database upload, criterion integration, and database updates.
- Scheduling Application Period: Scheduling and automated closure.
- Archiving of Data: Automatic archiving of previous year's applications.
- Historical Data Migration: Migration of all student and application data from 2020 to 2024.
- Data Visualization & Export: Data visualization capabilities and data export to Excel.
- Customizable Notes: System for adding custom notes to applications.
- Instructive Text: Contextual information and editability.

#### **Fmails & Communications**

The new platform should have the following Email functionalities:

- **Email Template:** Template library, unique identifiers, customizable email components, and dynamic content integration.
- **Email Management:** Status-based grouping, targeted lists, template library & customization, email scheduling, and bulk emailing.
- Communication History: Centralized communication tab and email record.

# Student Lifecycle Management

The new platform should have the following functionalities for managing the Student Lifecycle:

- Student Agreement and Scholarship Agreement: Agreement template, dynamic data population, automated notification & signature request, bank details request, and confirmation.
- Applicant Status Updates: Status changes, bulk enrolment, and student status & tracking.
- **Tuition Fee Invoicing:** Flexible payment plan option, justification upload, payment visibility, payment confirmation, flexible payment plan review, invoice issuance, bulk processing, payment updates, reminders, and flexible payment plan indicator.
- Scholarship Payment: Payment tracking, scholarship categorization, scholarship disbursal, bulk processing, and notification to student.
- Study Progress: Transcript upload & categorization and credit tracking.
- Summer School: Summer school listing and summer school allocations.
- **Eligibility for Graduation:** Transcript analysis, credit requirement, and notification for incomplete credits.





- **EIT Label Certificate:** EIT Label Certificate template, dynamic data population, and certificate generation.
- Surveys: Enable the creation and distribution of surveys tailored to specific user groups.
- Alumni: Alumni tracking and Hive Brite integration.

# 2.3. Location, timing, planning and reporting

#### 2.3.1 Start date & period of implementation

The intended start date is, at the latest, 29/11/2024 and is expected to last, at the latest, until 31/12/2025.

EIT Urban Mobility intends to use the direct award procedure with the winner of the present procedure for covering the needs of an additional 12 months in the course of 2026 once the budget is known and all resources of the present contract are used up.

#### 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 UM or its Innovation Hubs or to its partners or any other project site designated by EIT UM. All costs borne for such travels shall be subject to reimbursement detailed later by EIT UM if justified.

## 2.3.3 Payment terms

Available maximum fund for the requested services:

Lot 1: Academy Student Portal Transition 95,000 EUR (VAT excluded).

Lot 2: NetSuite Expert Support Extension: 50,000 EUR (VAT excluded)

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

# 2.4. Methodology of work

While there is no specific requirement of the methodology of work to be used, EIT UM will encourage and value the practice of Agile methodologies throughout the project.





The following stages will be required for a proper management of the project:

#### 1. Project Initiation and Planning

- Kick-off Meeting: Conduct an initial meeting with all stakeholders to define project scope, objectives, and deliverables.
- Project Plan: Develop a detailed project plan outlining timelines, milestones, and resource allocation.
- Risk Management: Identify potential risks and develop mitigation strategies.

#### 2. Requirement Analysis

- Requirement Gathering: Work closely with the EIT UM team to gather detailed requirements for the custom IT tool.
- Documentation: Document all requirements and get them approved by the EIT UM team to ensure alignment.

#### 3. Design and Architecture

- System Design: Create detailed design documents including system architecture, data flow diagrams, and integration points with NetSuite.
- Review and Approval: Present the design to the client for feedback and approval.

#### 4. Development

- Coding: Develop the custom IT tool based on the approved design documents.
- Integration: Ensure seamless integration with NetSuite, including data synchronization and process automation.
- Unit Testing: Perform unit testing to ensure each component functions correctly.

#### 5. Testing

- System Testing: Conduct comprehensive system testing to validate the functionality of the integrated tool.
- User Acceptance Testing (UAT): Facilitate UAT sessions with the EIT UM team to ensure the tool meets their requirements.
- Bug Fixing: Address any issues identified during testing.

#### 6. Deployment

- Deployment Plan: Develop a detailed deployment plan including steps for data migration, system configuration, and go-live activities.
- Go-Live: Execute the deployment plan and transition the tool to the production environment.
- Post-Go-Live Support: Provide immediate support post-deployment to address any issues that arise.

#### 7. Training and Documentation





- User Training: Conduct training sessions for end-users to ensure they are comfortable using the new tool.
- Documentation: Provide comprehensive user manuals and technical documentation.

#### 8. Maintenance and Support

- Ongoing Support: Offer ongoing support and maintenance services to ensure the tool continues to function optimally.
- Updates and Enhancements: Implement updates and enhancements based on user feedback and changing business needs.

#### 2.5. Deliverables

EIT Urban Mobility expects the vendor to establish a fully functional platform for the Academy Student Portal in NetSuite, which meets the process requirements and needs.

The following main deliverables are expected:

#### • DEL01: Implementation Plan:

A detailed plan outlining the configuration, phases, and dates for setting up the platform based on the understanding of requirements and priorities.

#### DEL02: Final scope document:

A detailed project scope document resulted from the analysis phase in which all key business requirements are included.

#### DEL03: Customised platform Beta Version

A customised platform Beta Version containing the set of features specified in this RfP and any others identified in the understanding the requirements phase and that are part of the implementation plan.

#### DEL04: Fully functioning and customised platform

A fully functioning and customised platform containing the set of features specified in this RfP and any others identified in the understanding the requirements phase and that are part of the implementation plan, as well adjustments that emerge during testing, troubleshooting and validation. This platform must be fully compliant with the requirements and process needs of the EIT UM Master School, Fellowship & Doctoral Training Network.

#### • DEL05: Functional Configuration Report:

A report detailing the specific configuration settings, covering elements such as questionnaire structures, file management and storage information, user roles and permissions, branding requirements, UX/UI considerations, email notifications, site policies, and any other relevant points identified during the understanding of requirements. The testing, troubleshooting and validation steps must be fully described, as well as any technical adjustments deemed necessary when performing the testing and troubleshooting phase. The information included in this document should ultimately contribute to effective knowledge transfer.





# 3. Proposal Process

# 3.1. Proposal Schedule

	DATE
Sending of invitation to proposal to the potential supplier	4 <sup>th</sup> November, 2024
Deadline for submitting proposal	15 <sup>th</sup> November, 2024
Intended date of notification of award	22 <sup>nd</sup> November, 2024
Stand still period	5 days
Intended date of contract signature	29 <sup>th</sup> November, 2024
Intended start date of the contract implementation	29 <sup>th</sup> November, 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 15th November 2024, 16:00 Central European Time, to:

Contact name: For the attention of Ms. Daniel Moix, Head of IT, at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

#### The proposal shall contain:

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





The email including the proposal from the bidder should be sent and delivered by 15th November 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 1.4 and 1.5) together with supporting documents evidencing the legal name of the Tenderer (copy of the official documents showing the name of the natural person or legal person, the address of its head office, and the registration number given to it by the national authorities);
- An administrative part including all the information and documents required by the EIT UM for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Bidders must provide their comments in writing to the contract agreement terms of EIT UM
   (Annex 1) and in case they are proposing any amendments to the terms and conditions, they have
   to submit their proposal in their offer. Any amendment requests after the tender submission
   deadline and the notification of award shall not be accepted or discussed. EIT UM is not obliged
   to accept any amendment requests, proposed modifications nor contract templates.

# 3.5. Validity of the proposal

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

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

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





# 3.6. Additional information before the deadline for submitting proposals

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

Contact name: for the attention of Mr. Daniel Moix, Head of IT at EIT URBAN MOBILITY.

E-mail: procurement@eiturbanmobility.eu

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

## 3.7. Cost for preparing proposals

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

## 3.8. Ownership and confidentiality of proposals

EIT Urban Mobility retains ownership of all proposals received under this tendering procedure. Proprietary information identified as such, which is submitted by tenderer in 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 for the purposes of safeguarding its financial interests that the proposal and the contract of the supplier may be transferred to internal as well as external audit services.

# 3.9. Clarification related proposals

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

# 3.10. Negotiation about the submitted proposal

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





# 4. Evaluation of proposals

#### 4.1. Exclusion criteria

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

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

#### 4.2. Award criteria

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





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

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

DESCRIPTION	SCORE	
Professional Qualifications and Experience;		
Number of years of experience, as evidence please provide CV and a short description of the successful NetSuite tailoring and deployment conducted projects sorted by execution date	Max. 20 points	
Based on this evidence the tenderer will be scored as follows  10 or more years of experience: 20 points  8-9 years of experience will receive 15 points  6-7 years of experience will receive 10 points  3-5 years of experience will receive 5 points		
Project Experience		
Evidence of former experience (minimum of 3 years) working on similar projects (Student Lifecycle Management), and experience working with European entities;		
As evidence please provide links and a short description of previous projects with Academic entities like universities developing tools for Student Lifecycle Management, and also the description of previous projects with European entities.		
Based on this evidence the tenderer will be scored as follows  • Experience with Academic entities/Student Lifecycle  Management tools:  Max. 40 points		
10 or more years of experience: 20 points		
<ul> <li>8-9 years of experience will receive 15 points</li> <li>6-7 years of experience will receive 10 points</li> </ul>		
<ul> <li>6-7 years of experience will receive 10 points</li> <li>3-5 years of experience will receive 5 points</li> </ul>		
Experience working with European entities:		
Over 5 projects: 20 points		
➤ Between 3-4 projects: 15 points		
<ul><li>Between 2-3 projects: 10 points</li><li>At least 1 project: 5 points</li></ul>		
, Actions I project a points		



Methodology		
Quality of the methodology proposed and the alignment with the technical requirements and specifications mentioned in the RfP that will be used to deliver on the tasks mentioned;		
A. Description of how you plan to organize the platform and service to meet set requirements and process, and the quality of the proposed workplan.		
B. Overview of the core tasks/service packages and timeframe needed to fulfil the contract, the resources planned to be utilized for each core task/service package.	Max. 20 points	
EIT Urban Mobility will rank the bids based on the received information based on the level of detail, harmony with section 2 and based on international practices.		
<ul> <li>The highest ranking will receive 20 points</li> <li>2nd will receive 10 points</li> <li>3rd will receive 5 points</li> <li>4th will receive 1 point</li> </ul>		
Platform Support		
Description of the capacity to support additional services and developments as needed.		
The capacity to propose and support additional functionalities and requirements that might be needed to guarantee the overall functionality and implementation of the platform based on the general objectives stated earlier in the RfP.	Max. 10 points	
Teams involved in the project will be evaluated according to their profiles and CVs.		
The CVs should be provided as evidence to be evaluated and will be scored as follows.		
<ul> <li>5+ years of experience will receive 10 points</li> <li>3-5 years of experience will receive 7 points</li> <li>2-3 years of experience will receive 4 points</li> <li>0-2 years of experience will receive 1 point</li> </ul>		

The applicable award criteria will be weighted as follows:

A. Technical content:60%





B. Financial offer: 40%

#### Aggregate evaluation and scoring:

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

Evaluation of the technical content will be carried out following the below subcriteria:

- I. Technical capacity of the Tenderer (maximum score: 90)
- B. Financial offer (maximum weighted score: 40%)

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

The lowest offered price shall receive the highest score (40), others shall be calculated in relation to that in a linear equation.

## 4.3. Selection of the suppliers

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

Total technical score: max. 90 (weight: 60%)

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

Total score: max. 70 (total technical score x 0,6 + total financial score x 0,4)

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

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

# 4.4. Signature of contract(s)

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

For the contract, the template in Annex 1.3 shall apply.

Within 3 days of receipt of the contract from EIT Urban Mobility, the selected tenderer shall sign and date the contract and return it to EIT Urban Mobility.

# 4.5. Cancellation of the proposal procedure

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





# 4.6. Appeals / Complains

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

# 4.7. Ethics clauses / Corruptive practices

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

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

## 4.8. Safeguarding of EU's financial interest

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





# **Annexes**

#### 1.1 Master School Student Portal Transition

The existing Master School Student Portal in Plaza has multiple functionalities which could be grouped into four main functional areas:

- 1. Leads Management
- 2. Admissions
- 3. Emails & Communication
- 4. Student Lifecycle Management

The subsequent sections provide a comprehensive list of needed NetSuite functionalities, categorised by their respective functional areas.

# 1. Leads Management System

The new platform should have a dedicated leads management system to track all the prospective students of the Master School programmes.

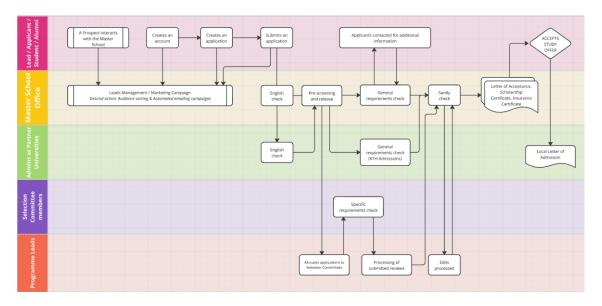
Category	Functional Requirements
1.1 Lead Management System/CRM Tool	A dedicated CRM tool to be integrated with the platform for managing all the leads associated with Master School. The tool should include features such as, but not limited to:
	<ul> <li>Lead Capture &amp; Tracking: Enable the collection, tracking and centralisation of leads from various sources, including the website, web forms, social networks, and email.</li> <li>Consent Collection: Ensure proper consent is obtained from prospective students.</li> <li>Communication Management: E-mail marketing with templates and automation.</li> <li>Integration: Integration with the student application instance &amp; student life-cycle instance of the platform.</li> <li>Email Tracking: Track email engagement, including who opened the email, created an account, and initiated an application.</li> <li>Analytics: Ability to create customisable dashboards and reports.</li> </ul>





# 2. Admissions

The Admissions section of the new platform is to be designed for use by the Applicants, the MSO, Partner Universities Administrators, Selection Committee members and the Programme Leads. The following flowchart illustrates the admissions process for the Master School.



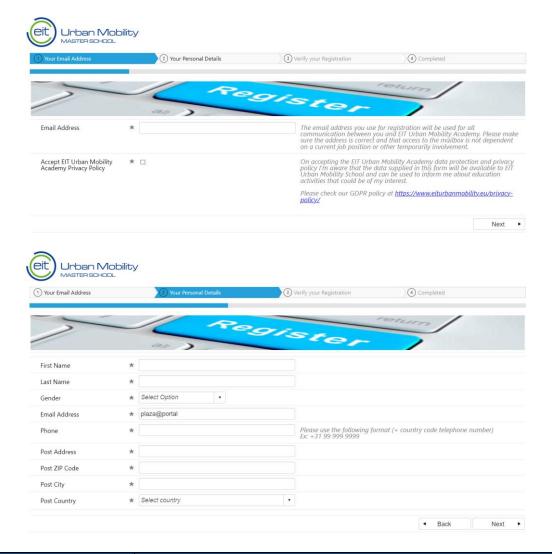
The following sections outline the specific functional requirements for the Admissions section of the portal, covering both front-end user interactions and back-end administrative tasks.

Category	Functional Requirements
2.1 Account Creation (Front end)	<ul> <li>Email-Based Registration: Users should be able to create accounts using their email addresses.</li> <li>Email Verification: A one-time password (OTP) should be sent to the provided email address for verification purposes.</li> <li>GDPR Compliance: Ensure GDPR consent is obtained during account creation.</li> </ul>





A sample of the existing Master School Portal registration page is shown below.



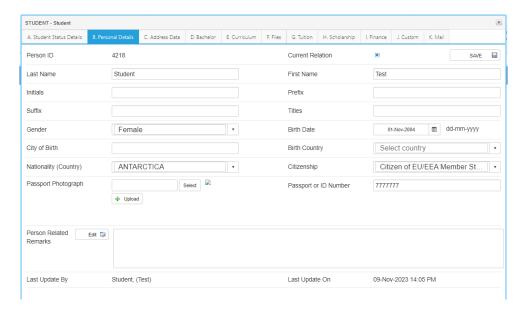
Category	Functional Requirements
2.2 New Application (Front end)	Data Collection: Allow applicants to input details including but not limited to the following:





Category	Functional Requirements
	<ul> <li>Checkboxes for binary choices</li> <li>Radio buttons for single-select options</li> <li>Dropdown menus for predefined lists</li> <li>File upload fields for document submissions</li> <li>Editable Applications: Allow applicants to modify their submitted applications up until the application deadline.</li> </ul>

A sample of the existing Applicant/user page from the current portal is shown below.



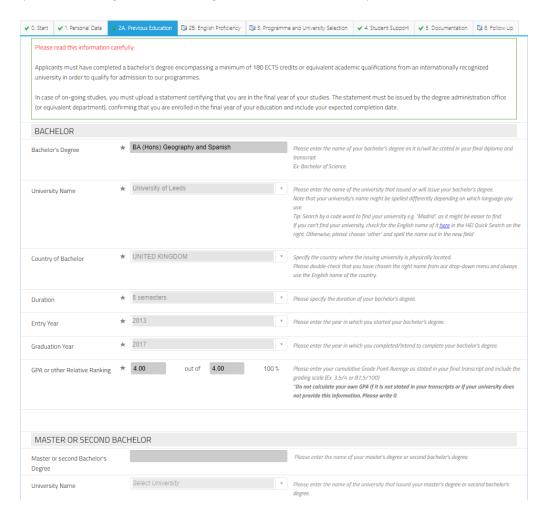
Category	Functional Requirements
2.3 Educational Background	<ul> <li>Front-end:         <ul> <li>University Selection: Applicants should have the option to choose previously attended universities from a dropdown menu.</li> <li>Degree Input: Provide a field for applicants to enter details about completed bachelor's, master's, or other degrees.</li> </ul> </li> </ul>
	Back-end:     University List Management: The MSO should be able to update the list of universities available for selection in the dropdown menu.     University Ranking Integration: The selected university should be automatically assigned a ranking based on a pre-existing database. New





Category	Functional Requirements
	universities should initially be assigned a ranking of 0 and manually ranked at a later stage.

A sample of the existing Educational Background tab from the current portal is shown below.



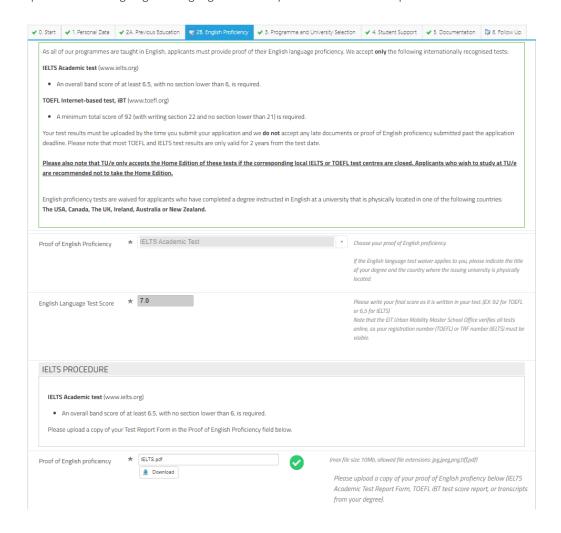
Category	Functional Requirements
2.4 English Language Proficiency (Front-end)	Applicants should be able to select one of the following options to demonstrate English proficiency:  • IELTS: If chosen, provide fields for entering individual scores in Listening, Reading, Writing, Speaking, and an overall score.





Category	Functional Requirements
	<ul> <li>TOEFL: If chosen, provide fields for entering individual scores in Listening, Reading, Writing, Speaking, and an overall score.</li> <li>Degree Verification: Applicants can also choose to verify their English proficiency by providing a transcript from a degree programme completed in one of these countries: USA, Canada, UK, Ireland, Australia, or New Zealand.</li> <li>All the options should be provided with a file upload field to upload the scorecard (for IELTS &amp; TOEFL), or transcript (for Degree Verification).</li> </ul>

A sample of the existing English Language Proficiency tab from the current portal is shown below.

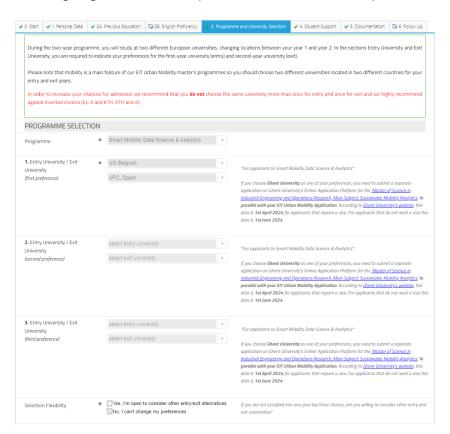






Category	Functional Requirements
2.5 Programme and University Selection	<ul> <li>Programme List &amp; Choice: Provide applicants with a list of available programmes and allow applicants to select one preferred programme.</li> <li>Preference Order for Universities: Allow applicants to choose their top three choices for the entry university. Similarly, applicants should choose their preferred exit university.</li> <li>University Restrictions: Prevent duplicate selections of universities when applicants choose their three preferences for entry or exit university pairings. Also, the system should prevent applicants from choosing the same university as both an entry and exit university.</li> <li>Preference Flexibility: Provide applicants with the option to indicate whether their application can be considered for universities outside their preferred combination.</li> <li>Back-end:</li> <li>The MSO should be able to implement rules to define which universities can serve only as entry or exit universities.</li> </ul>

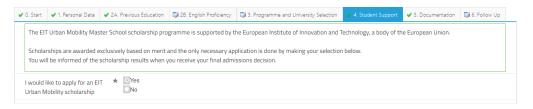
A sample of the existing Programme & University Selection tab from the current portal is shown below.



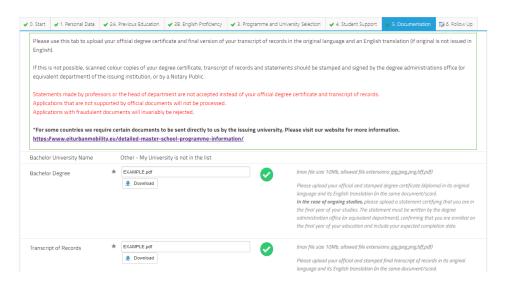




Category	Functional Requirements
2.6 Scholarship Support	Provide a checkbox for applicants to indicate whether they would like their application to be considered for scholarship opportunities.



Category	Functional Requirements
2.7 Documentation	Front-end: Provide specific upload fields for the following documents:







The following sections outline the specific back-end requirements for the Admissions section of the portal, which will be used to review applications.

Category	Functional Requirements
2.8 English Test Validation (Back-end)	<ul> <li>External Portal Integration: The system should allow the Admissions Coordinator to download supporting documents uploaded by applicants (Admissions 2.4) and validate English proficiency test scores through external online portals.</li> <li>Score Transfer: Once validated, the Admissions Coordinator should be able to copy and paste the verified scores directly into the application review process.</li> </ul>
2.9 Pre-Screening (Back-end)	<ul> <li>Pre-Screening Process: The universities must be ranked and processed during the Pre-Screening stage, as outlined in Admissions 2.17.</li> <li>New University Ranking: Universities that are new to the system should be assigned an initial ranking of "0."</li> <li>English Proficiency Finalization: English proficiency should be confirmed at this stage, and applicants should be categorised as either "passed" or "not passed."</li> </ul>
2.10 Application Release/Distribution (Back-end)	<ul> <li>Release to Programme Leads: After the pre-screening process, applications that have "passed" should be assigned automatically to the respective Programme Leads.</li> <li>Selection Committee Assignment: Programme Leads should be able to allocate applicants to Selection Committee Members (professors at entry/exit universities) for review in batches based on the applicants' preferred universities.</li> <li>Ad Hoc Allocations: If no suitable match is found within the applicant's preferred universities, Programme Leads should have the flexibility to assign applicants to universities on an ad hoc basis.</li> </ul>
2.11 General Requirements Check (Back-end)	Front-end:  • Resubmission: Applicants should be able to resubmit their applications with the necessary documents.
	<ul> <li>Simultaneous Check: After passing pre-screening, applications must undergo a general requirements check, concurrently with the specific requirements check (Admissions 2.12).</li> <li>Document Verification: The Admissions Coordinator and KTH Admissions Office should collaborate to verify applicants' IDs, bachelor's degrees and transcripts.</li> </ul>



Category	Functional Requirements
	<ul> <li>Document Access: Administrators should have access to the documents uploaded by applicants.</li> <li>Missing Document Handling: If documents are missing, administrators should be able to mark the application as "Request Modification" and send an automated email to the applicant using a pre-defined template (Emails 3.1).</li> <li>Comment Tracking: Administrators should be able to add comments visible to all reviewers.</li> <li>Application Modification: If modifications are required, administrators should be able to unlock specific sections of the editing application.</li> <li>Pass/Fail Assessment: The application will be evaluated and either passed or failed based on the general requirements check.</li> </ul>
2.12 Specific Requirements Check (Back-end)	<ul> <li>Simultaneous Check: After passing pre-screening, applications must undergo a specific requirements check, concurrently with the general requirements check (Admissions 2.11).</li> <li>Document Access: Reviewers should have access to the documents uploaded by applicants.</li> <li>Application Grading: Reviewers should be able to grade applications on a scale of 1 to 5, based on five pre-defined evaluation criteria. They should be able to add comments visible to all the other reviewers. Also, they should be able to mark the application as "recommended" or "not recommended".</li> <li>Redistribution: For applications marked "not recommended" in their first preferred university combination, Programme Leads should be able to redistribute them to the applicant's next preferred choice. This process should continue until all three choices are exhausted. If an applicant successfully passes the review in any one of their 3 choices, their application will be marked as "recommended," otherwise their application will be marked as "not recommended."</li> </ul>
2.13 Sanity Check (Back-end)	<ul> <li>Review Oversight: The Admissions Coordinator should be able to view all completed reviews and coordinate with Programme Leads to address any discrepancies or inconsistencies that arise.</li> <li>Review Adjustments: If necessary, the Programme Leads should be able to intervene by allocating applications to different reviewers or by requesting modifications to existing reviews.</li> </ul>
2.14 Post-Review Actions (Back-end)	Template Management: The MSO should be able to upload default templates for the acceptance letters, scholarship certificates and insurance certificates.





Category	Functional Requirements
	<ul> <li>Dynamic Data Population: Personal details specific to each student should be automatically populated into these documents based on their previously submitted application information.</li> <li>E-mail Communication: The MSO should be able to send notifications to applicants regarding the results of the application review process using the portal's email tools (Emails 3.1).</li> <li>Document Generation: The MSO should be able to generate the acceptance letter, scholarship certificate and insurance certificate for the admitted applicants. These documents should be attached to the notification e-mail sent to the successful applicants.</li> </ul>

A list of miscellaneous back-end administrative functionalities required in the new platform for the Admissions section is described below.

Category	Functional Requirements
2.15 Permission Management (Backend)	User Roles: The portal should allow for the creation of various user roles and the assignment of corresponding permissions. The following user roles are essential, but not exclusive:
2.16 Programmes and Universities	Partner Addition Flexibility: The MSO should have the ability to add new partner universities to existing programs.



Category	Functional Requirements
Management (Back- end)	<ul> <li>University Role Designation: The MSO should be able to mark each university as either an entry or exit university (or both) for cost centre management purposes.</li> <li>Cost Center Assignment: The MSO should be able to assign reviewers and administrators to specific cost centres, ensuring alignment with program and university affiliations.</li> </ul>
2.17 University Ranking (Back-end)	<ul> <li>Database Upload: It should be possible for the Admissions Coordinator to upload a database of universities ranked on a scale of 1-5 into the portal.</li> <li>Criterion Integration: The university ranking should be integrated into the portal as part of the "Quality of Home University" assessment criterion. This is one of the 5 pre-defined criteria for the Specific Requirements Check (Admissions 2.12).</li> <li>Database Updates: It should be possible for the Admissions Coordinator to update the university ranking database as and when it is required.</li> </ul>
2.18 Scheduling Application Period (Back-end)	<ul> <li>Scheduling: Admins should be able to schedule automated opening and closing of the application portal for each application period.</li> <li>Automated Closure: All applications should be automatically locked once the application period ends to prevent further submissions.</li> </ul>
2.19 Archiving of Data (Back-end)	Upon the opening of a new application year, the system should automatically archive all applications from the previous year under a designated label, such as "Application 202x."
2.20 Historical Data Migration (Back-end)	All student and application data from 2020 to 2024 must be migrated from the existing platform to the new system without any data loss.
2.21 Data Visualisation & Export (Back-end)	<ul> <li>Data Visualization: The system should provide robust data visualisation capabilities, including the ability to generate pivot tables, charts, and graphs to facilitate quick analysis and understanding of key statistics.</li> <li>Data Export: Users should be able to export various data views to Excel for further analysis or reporting purposes.</li> </ul>
2.22 Customizable Notes (Back-end)	Customizable Notes: Implement a system for adding custom notes to applications to track specific criteria or events. Examples of notes include "Direct Documents Received" for applicants required to send





Category	Functional Requirements
	documents directly and "Citizenship Confirmed" for scholarship allocation purposes.
2.23 Instructive Text (Back-end)	<ul> <li>Contextual Information: The system should dynamically display certain key information alongside specific entry fields throughout the application process.</li> <li>Editability: Allow for editing of this contextual information as needed.</li> </ul>



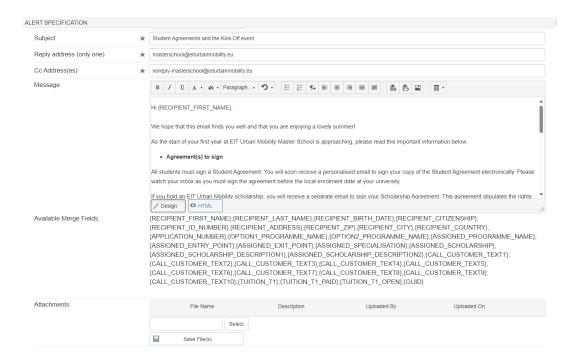


#### 3. Emails & Communications

A list of e-mail functionalities required in the new platform is described below.

Category	Functional Requirements
3.1 Email Template (Back-end)	<ul> <li>Template Library: The system should allow administrators to create and manage a centralised library of customisable email templates.</li> <li>Unique Identifiers: Each template should be assigned a unique identifier for easy reference and retrieval throughout the year.</li> <li>Customizable Email Components: Each template should allow for the customisation of various fields including but not limited to:         <ul> <li>Subject Line</li> <li>From/Reply address (masterschool@eiturbanmobility.eu)</li> <li>CC address (noreply-masterschool@eiturbanmobility.eu)</li> <li>E-mail Body</li> </ul> </li> <li>Email Body Customisation: A user-friendly interface to customise the message content. This should include pre-defined layout options for consistent branding, along with the ability to insert links and attach images or files.</li> <li>Dynamic Content Integration: Integrate the system with applicant and student databases to automatically populate relevant details within email templates.</li> </ul>

A sample of the e-mail template from the current Plaza platform is shown below.





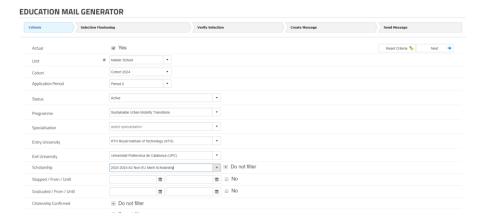


Category	Functional Requirements
3.2 Email Management (Back-end)	Status-Based Grouping: The system should automatically create general recipient groups based on the applicant's status. These recipient groups should be categorised as Students, Current Applicants, Past Applicant, Alumni  Targeted Lists: Enable admins to create customised recipient lists using a variety of filters, including:  Application Year  Application Period  Programme Applied  Application Submission Status  Application Locked Status  Citizenship Confirmation  Application Withdrawal Status  Direct Documents Received  Pre-Screening Result  General Requirement Result  Study Offer Sent  Study Offer Status (Accepted, Rejected, Expired)  Student Agreement Status  Scholarship Agreement Status  Scholarship Agreement Status  Scholarship Agreement Status  Cohort Year  Tuition Fees Status  Enrolment Status  Cohort Year  Entry or Exit University  Programme Assigned  Student Status (Active, Dropped Out, Leave of Study, Graduated, Unknown)  Webinar Attendance  Assigned Summer School  Exit University Changes  Communication Preferences  List Review and Modification: Provide a mechanism for users to review the generated recipient list and make necessary adjustments.  Individual Exclusion: Allow users to remove specific recipients from the list if needed.  Template Library & Customisation: Ability to choose from a list of customised email templates from 3.1, with the possibility of editing and writing a custom email.  Email Scheduling: Allow admins to schedule emails to be sent automatically at a specified time.  Bulk Emailing: Enable users to create recipient groups for efficient bulk email delivery.



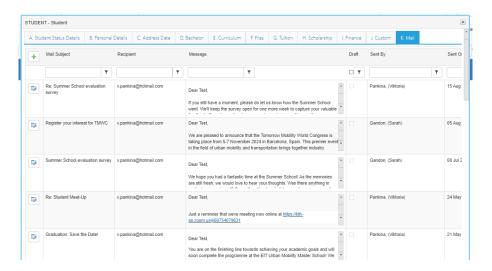


A sample of the e-mail generator from the current Plaza platform is shown below.



Category	Functional Requirements
3.3 Communication History (Front-end)	<ul> <li>Centralised Communication Tab: A dedicated "Communication" tab should be included within each applicant and student profile. All incoming and outgoing emails should be stored within this tab, ensuring a seamless transition from applicant to student status.</li> <li>Email Record: Each email record should include, but not limited to, the following:         <ul> <li>Message body</li> <li>Subject line</li> <li>Recipient's email address</li> <li>Sender information (e.g., name, role)</li> <li>Date and time of sending</li> </ul> </li> </ul>

A sample of the Communications History tab from the current Plaza platform is shown below.

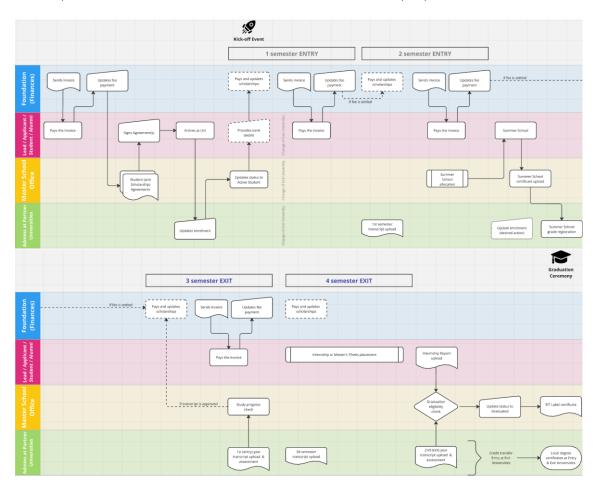






# 4. Student Lifecycle Management

The following sections detail the specific functionalities needed for managing the student lifecycle within the new platform. The flowchart below illustrates the entire student lifecycle process for the Master School



Category	Functional Requirements
4.1 Student Agreement and Scholarship Agreement (Back-end)	<ul> <li>Agreement Template: The MSO should be able to upload default templates for student and scholarship agreements into the portal.</li> <li>Dynamic Data Population: Personal details unique to each student should be automatically populated into the agreements based on the information previously entered during the application process.</li> <li>Automated Notification &amp; Signature Request: Once the MSO generates the Student/Scholarship agreements, the system should notify the applicant. The notification should include a request for the applicant to digitally sign the agreement(s).</li> </ul>



Category	Functional Requirements
	<ul> <li>Bank Details Request: The system should send automated notifications to students with scholarships requesting bank details. The notification should prompt them to enter their bank details into the portal.</li> <li>Confirmation: Once both parties (applicant and EIT UM Foundation) have signed the agreement, the applicant should receive a confirmation notification.</li> </ul>
4.2 Applicant Status Updates (Back-end)	<ul> <li>Status Changes: The MSO should have the ability to modify applicant statuses to Enrolled, Withdrawn with Notification, Withdrawn without Notification.</li> <li>Bulk Enrolment: Enable bulk enrolment of students to streamline the process for large groups</li> <li>Student Status &amp; Tracking: The MSO should be able to change the status from Applicant to Student upon enrolment. Various student statuses to be updated are Active, Leave of Study, Graduated, and Unknown.</li> </ul>
4.3 Tuition Fee Invoicing	<ul> <li>Front-end:         <ul> <li>Flexible Payment Plan Option: Students should have the option to choose a flexible payment plan before the first-semester tuition fee invoice is due.</li> <li>Justification Upload: If a flexible payment plan is chosen, students should be able to upload supporting documentation as justification.</li> <li>Payment Visibility: Students should be able to view their payment history within their portal profiles.</li> <li>Payment Confirmation: Students should receive a notification e-mail once their tuition fee has been fully paid. System should be able to attach a payment confirmation letter from the Foundation along with the e-mail.</li> </ul> </li> <li>Back-end:         <ul> <li>Flexible Payment Plan Review: The EIT UM Foundation should have the ability to review and approve or deny requests for flexible payment plans.</li> <li>Invoice Issuance: The EIT UM Foundation should be able to generate tuition invoices for each semester.</li> <li>Bulk Processing: The portal should allow for processing the tuition fee invoices in bulk.</li> <li>Payment Updates: The payment status of the invoices should be updated automatically as invoices are processed. The invoices should</li> </ul> </li> </ul>
	Bulk Processing: The portal should allow for processing the tuition fee invoices in bulk.



Category	Functional Requirements	
	<ul> <li>deadline. This process needs to be facilitated both individually and in bulk.</li> <li>Payment Confirmation Letter: The Foundation should be able to generate the Payment confirmation letters using pre-defined templates automatically for students upon request.</li> <li>Flexible Payment Plan Indicator: Students with approved flexible payment plans should be marked as such within the portal.</li> </ul>	
4.4 Scholarship Payment	<ul> <li>Front-end:</li> <li>Payment Tracking: Students should be able to monitor their scholarship payment history within their portal profiles.</li> </ul> Back-end:	
	<ul> <li>Scholarship Categorisation: The EIT UM Foundation should be able to categorise students into different groups based on their scholarship status (e.g., Non-EU Excellence, Non-EU Merit, EU Excellence, EU Merit, Special).</li> <li>Scholarship Disbursal: Based on each student's respective scholarship category, the Foundation should be able to disburse the scholarship payment for each semester through the portal.</li> <li>Bulk Processing: The system should allow for bulk processing of scholarship payments.</li> <li>Notification to Student: Students should receive email notifications once their scholarship payments have been disbursed.</li> </ul>	
4.5 Study Progress (Back-end)	<ul> <li>Transcript Upload &amp; Categorisation: Administrators at each university or the MSO should be able to upload student transcripts. Transcripts are then categorised as "Complete," "Satisfactory," or "Unsatisfactory" using a colour-coded system.</li> <li>Credit Tracking: Each transcript should be assigned a specific credit weight. The MSO should be able to view a cumulative total of all credits earned by a student.</li> </ul>	
4.6 Summer School	Front-end:  Summer School Listing: The portal should provide a section where active students can view and apply for available summer schools.  Back-end:	
	Summer School Allocations: The MSO should be able to allocate specific summer schools to the students.	



Category	Functional Requirements	
4.7 Eligibility for Graduation (Back-end)	<ul> <li>Transcript Analysis: The MSO should be able to automatically assess a student's eligibility for graduation based on the uploaded transcripts.</li> <li>Credit Requirement: If the student has completed 120 credits, the system should automatically mark them as eligible for graduation.</li> <li>Notification for Incomplete Credits: If the student has not completed 120 credits, the MSO should be able to notify the student and follow up.</li> </ul>	
4.8 EIT Label Certificate (Back-end)	<ul> <li>EIT Label Certificate Template: The MSO should be able to upload default templates for the EIT Label Certificate into the portal.</li> <li>Dynamic Data Population: Personal details unique to each student should be automatically populated into the EIT Label Certificate.</li> <li>Certificate Generation: The MSO should be able to generate the EIT Label certificates automatically for all students who are marked "Eligib for Graduation."</li> </ul>	
4.9 Surveys (Back-end)	The portal should enable the creation and distribution of surveys tailored to specific user groups.	
4.10 Alumni (Back-end)	<ul> <li>Alumni Tracking: The MSO should have the ability to track and follow up with graduated alumni.</li> <li>Hive Brite Integration: The portal should be able to integrate with the new Hive Brite community platform for students and alumni.</li> </ul>	





# 1.2 Fellowship

This section outlines the functionality requirements related to the fellowship student lifecycle management.

# Application and Admissions

The Admissions section is to be designed to be used by the Applicants, EIT Urban Mobility, Partner Universities Administrators, and Selection Committee members.

The following sections outline the specific functional requirements for the Admissions section of the portal, covering both front-end user interactions and back-end administrative tasks.

Category	Functional Requirements	
2.1 Account Creation	Email-Based Registration: Users should be able to create accounts using	
(Front end)	their email addresses.	
	• Email Verification: A one-time password (OTP) should be sent to the	
	provided email address for verification purposes.	
	GDPR Compliance: Ensure GDPR consent is obtained during account	
	creation.	
2.2 New Application	Data Collection: Allow applicants to input details including but not	
(Front end)	limited to the following:	
	<ul> <li>Personal information</li> </ul>	
	<ul> <li>Educational background</li> </ul>	
	<ul> <li>English language proficiency</li> </ul>	
	• Interface: Organise the profile information into user-friendly tabs using	
	a variety of field types, such as:	
	<ul> <li>Free text entry for open-ended questions</li> </ul>	
	<ul> <li>Checkboxes for binary choices</li> </ul>	
	<ul> <li>Radio buttons for single-select options</li> </ul>	
	<ul> <li>Dropdown menus for predefined lists</li> </ul>	
	<ul> <li>File upload fields for document submissions</li> </ul>	
	Editable Applications: Allow applicants to save and edit their	
	applications up until the application deadline.	
2.3 Educational	Front-end:	
Background	• University Selection: Applicants select their current university from a	
	dropdown list.	
	Programme Details: Applicants provide details about their current	
	Master Programme, enrolment year, and expected graduation date.	
	Back-end:	
	• University List Management: Ability to update the list of universities	
	available for selection in the dropdown menu.	



Category	Functional Requirements	
2.4 English Language Proficiency (Front-end)	<ul> <li>Applicants should be able to select one of the following options to demonstrate English proficiency:         <ul> <li>IELTS: If chosen, provide fields for entering individual scores in Listening, Reading, Writing, Speaking, and an overall score.</li> <li>TOEFL: If chosen, provide fields for entering individual scores in Listening, Reading, Writing, Speaking, and an overall score.</li> <li>Other tests: If chosen, provide blank field for applicants to include the tests they have and the score they got.</li> <li>Degree Verification: Applicants can also choose to verify their English proficiency by providing a transcript from a degree programme completed in one of these countries: USA, Canada, UK, Ireland, Australia, or New Zealand.</li> </ul> </li> <li>All the options should be provided with a file upload field to upload the scorecard (for English tests), or transcript (for Degree Verification).</li> </ul>	
2.5 Programme	Front-end:	
validation	Partner University Verification: Ensure that the applicant's current	
	Master Programme is part of the eligible partner universities for the	
	Fellowship.	
2.6 Documentation	Front-end:	
	Provide specific upload fields for the following documents:	
	Bachelor's degree	
	Curriculum Vitae	
	Letter of motivation	
	Back-end:	
	Ensure that reviewers can easily access and view uploaded documents	
	during all stages of the application review process.	
2.7 Review Process	Pre-screening: Applications are pre-screened for eligibility based on the	
	partner university and general requirements.	
	Review & Selection: Applications are reviewed by the selection	
	committee, with evaluations based on predefined criteria.	
	Grading: Reviewers grade and provide recommendations based on the	
	applicant's fit for the Fellowship.	
2.8 Post-Review	Communication: Applicants are notified of their selection status via	
Actions (Back-end)	email.	
	Document Generation: Acceptance documents are generated automatically and sent to successful applicants.	





A list of miscellaneous back-end administrative functionalities required in the new platform for the Admissions section is described below.

Category	Functional Requirements	
2.9 Permission Management (Backend)	User Roles: The portal should allow for the creation of various user roles and the assignment of corresponding permissions. The following user roles are essential, but not exclusive:  EIT Urban Mobility Academic Programmes (full access)  Selection Committee member  Partner University administrator  Auditor  Summer School organiser  Registered user  Applicant  Active student  Alumni  Role-Based Access: It should be able to assign appropriate permissions based on the user roles to restrict their visibility to only the information necessary for their tasks.  Relationship Management: Establish a system for managing relationships between users and the data they can access safeguarding data security and privacy.	
2.10 Scheduling Application Period (Back-end)  2.11 Archiving of Data (Back-end)	Scheduling: Admins should be able to schedule automated opening and closing of the application portal for each application period.  Automated Closure: All applications should be automatically locked once the application period ends to prevent further submissions.  Upon the opening of a new application year, the system should automatically archive all applications from the previous year under a	
2.12 Data Visualisation & Export (Back-end)	<ul> <li>designated label, such as "Application 202x."</li> <li>Data Visualization: The system should provide robust data visualisation capabilities, including the ability to generate pivot tables, charts, and graphs to facilitate quick analysis and understanding of key statistics.</li> <li>Data Export: Users should be able to export various data views to Excel for further analysis or reporting purposes.</li> </ul>	





# Student Lifecycle Management

The following sections detail the specific functionalities needed for managing the student lifecycle within the new platform.

Category	Functional Requirements
4.1 Fellowship Agreement (Back-end)	<ul> <li>Agreement Template: The system should allow EIT UM to upload Fellowship agreement templates.</li> <li>Dynamic Data Population: Personal details unique to each student should be automatically populated into the agreements based on the information previously entered during the application process.</li> <li>Automated Notification &amp; Signature Request: Once we generate the Fellowship agreements, the system should notify the applicant. The notification should include a request for the applicant to digitally sign the agreement(s).</li> <li>Confirmation: Once both parties have signed the agreement, the applicant should receive a confirmation notification.</li> </ul>
4.2 Applicant Status Updates (Back-end)	<ul> <li>Status Changes: EIT UM should have the ability to modify applicant statuses to Active, Withdrawn, Unknown, and Graduated.</li> <li>Bulk Enrolment: Enable bulk enrolment of students to streamline the process for large groups</li> <li>Student Status &amp; Tracking: EIT UM should be able to change the status from Applicant to Student upon enrolment. Various student statuses to be updated are Active, Graduated, Withdrawn and Unknown.</li> </ul>
4.5 Study Progress	<ul> <li>Enable students to select EIT UM activities and track their progress toward the EIT Label requirements. This includes both crossorganizational and international mobility options, as well as non-academic activities urban mobility-related projects.</li> <li>Allow students to monitor their progress against individual plans, to ensure they meet certification criteria.</li> <li>Back-end</li> <li>Transcript Upload &amp; Categorisation: Students should be able to upload their transcripts. EIT UM can categorised as "Complete," "Satisfactory," or "Unsatisfactory" using a colour-coded system.</li> <li>Progress Monitoring: EIT UM tracks student progress and verifies eligibility for the EIT Label.</li> </ul>



Category	Functional Requirements	
4.6 Summer School	Summer School Listing: The portal should provide a section where active students can view and apply for available summer schools.      Back-end:     Summer School Allocations: EIT UM should be able to allocate specific summer schools to the students.	
4.7 Report Submission and Evaluation (Backend)  4.8 EIT Label Certificate (Backend)	<ul> <li>Report submission date: Track the date when students submit their required reports.</li> <li>Report evaluation: Allow EIT UM to evaluate reports and store the outcome (e.g., pass/fail or feedback).</li> <li>EIT Label Certificate Template: EIT UM should be able to upload default templates for the EIT Label Certificate into the portal.</li> </ul>	
	<ul> <li>Dynamic Data Population: Personal details unique to each student should be automatically populated into the EIT Label Certificate.</li> <li>Certificate Generation: EIT UM should be able to generate the EIT Label certificates automatically for all students who are marked "Eligible for Graduation."</li> </ul>	
4.9 Completion scholarship	<ul> <li>Eligibility and application process:         <ul> <li>Once students have completed their Fellowship, they are eligible to apply for the completion scholarship.</li> <li>The system should allow students to apply for the completion scholarship through their portal after graduation. The application should require:</li></ul></li></ul>	
4.10 Surveys (Back- end)	<ul> <li>Survey distribution: Surveys should be designed and distributed to collect feedback from Fellowship students and alumni at different stages</li> </ul>	
4.11 Alumni (Back-end)	<ul> <li>Follow-up tracking: EIT UM should track alumni for milestones, such as:</li> <li>12 months follow-up</li> <li>3 years follow-up</li> <li>5 years follow-up</li> </ul>	





### 1.3 Service Agreement

#### **SERVICE AGREEMENT**

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

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

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

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

#### WHEREAS:

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

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:





#### Structure of the Agreement and precedence

This Agreement consists of the body of this Agreement and <u>Annex 1</u> 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.

<u>Annex 1</u> 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 <u>Annex 1</u> 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  $\underline{\text{Annex 1}}$  for EIT UM under this Agreement, within the time schedule specified under  $\underline{\text{Annex 1}}$ .

Supplier agrees to perform the Services by exercising due skill, speed, and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement





and shall make every effort to the best of Supplier's abilities to serve the interests of EIT UM as much as possible.

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

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

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

In order for EIT UM and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 0 below), Supplier shall report to EIT UM progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT UM with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by EIT UM separately.

If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in <u>Annex 1</u>, 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:
ivallie.	ivallie.
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 <u>Annex 1</u>, the compensation specified in <u>Annex 1</u> per Service.

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

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

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

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

the price per piece or unit, excluding VAT

any reductions that are not included in the price

the VAT tariff that has been applied

the cost (the price excluding VAT)

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

the amount of VAT

By deviation to Article 0, Supplier may charge the amounts under Article 0, at the beginning of each (quarterly, monthly, or other) period specified in <u>Annex 1</u>, if such alternative is





- specifically agreed by EIT UM in <u>Annex 1</u>. In such a case, requirements of Article 0 shall apply to each regular invoice.
- The payment term applying to Supplier invoices fulfilling the requirements of this 0 is fixed in Annex 1.
- All amounts corresponding to the compensation per Service, as fixed in <u>Annex 1</u>, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 0 below), unless specifically provided otherwise in <u>Annex 1</u> (and within the limits of the price revision mechanisms authorised under the procurement procedure).
- Supplier may charge expenses to EIT UM, to the extent <u>Annex 1</u> provides for such possibility. Expenses shall only be paid if EIT UM has given its written approval prior to Supplier incurring said costs.
- If Supplier fails to fulfil any of its obligations under the Agreement, EIT UM may suspend payment to Supplier, upon notice to Supplier.
- Supplier hereby unconditionally accepts that EIT UM has the right to set off any amount that EIT UM owes to Supplier under this Agreement, with any amount Supplier owes to EIT UM under this Agreement or any other agreement.

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

- All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax ("Taxes").
- If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT UM, which taxes shall be paid by EIT UM in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.
- In addition to Articles 0 and 0, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called "Contributions").





- Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT UM and nothing contained in the Agreement is intended to create a partnership, joint venture, or employment relationship between the Parties irrespective of the extent of economic dependency of Supplier on EIT UM.
- Supplier shall indemnify and keep EIT UM harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

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

- "Intellectual Property Rights" or "IP" shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations, or re-issues of the foregoing.
- Unless expressly specified otherwise in <u>Annex 1</u>, should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results ("**Deliverables**"), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT UM.
- In addition to Article 0, any item provided by EIT UM (or by a third party designated by EIT UM on behalf of EIT UM) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT UM. Supplier shall have no right, title, or interest in any of these items nor any trademark or trade name from EIT UM.
- By exception to Article 0, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier ("Background IP").
- Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to EIT UM, with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.
- Supplier shall not, without EIT UM' prior written consent, publicly make any reference to EIT UM, whether in press releases, advertisements, sales literature or otherwise.

Unless expressly specified otherwise in Annex 1,





- Supplier shall indemnify and hold harmless EIT UM, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT UM, shall defend any such claim at Supplier's own expense. By "Affiliates" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT UM, directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.
- EIT UM shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT UM may reasonably require.
- If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT UM, but at its own expense: either 1) procure for EIT UM or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non- infringing equivalent.
- If Supplier is unable either to procure for EIT UM the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT UM may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT UM the price paid, without prejudice to Supplier's obligation to indemnify EIT UM as set forth herein.

#### Confidentiality, documents

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





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

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

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

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

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





#### Personal data

For the purpose of this Agreement,

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

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

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

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

To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this 0.





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

Supplier shall indemnify and hold harmless EIT UM, their officers, agents and personnel from any damages, fines, losses, and claims arising out of a breach of this 0.

#### Liability, indemnification, insurance

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

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

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

Subject to Article 0, in no event shall EIT UM be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if EIT UM has been advised of the possibility of such damages and in no event shall EIT UM be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by EIT UM.





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

#### Suspension, termination of the Agreement

The Agreement is entered into as from the Effective Date (as specified in <u>Annex 1</u>) 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 0 or





- (b) Consistently fails to meet its material obligations after repeated reminders; or
- (c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

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

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

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

#### Miscellaneous

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

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





- Supplier shall not transfer, pledge, or assign any of its rights or obligations under the Agreement without the prior written consent of EIT UM. Any such pre-approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.
- The rights and remedies reserved to EIT UM are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.
- Neither the failure nor the delay of EIT UM to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of EIT UM to enforce each and every provision of the Agreement.
- No course or prior dealings between the Parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.
- No waiver, consent, modification, or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT UM and Supplier.
- In the event that any provision(s) of this Agreement shall be held invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding, or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful, or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.
- All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.
- The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the EIT UM ordering entity is located, as applicable.
- Supplier and EIT UM each consents to the exclusive jurisdiction of the competent courts in (i) the city in which the EIT UM ordering entity is located; or (ii), at the option of EIT UM, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of EIT UM, for arbitration in which case Article 0 applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.
- If so chosen by EIT UM in accordance with Article 0, any dispute, controversy, or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be





finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT UM declare to be known to them. Supplier and EIT UM agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the EIT UM entity mentioned in the recitals or, at the option of EIT UM, the jurisdiction of Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Article 0.

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

Drawn up on [DATE]

EIT KIC URBAN MOBILITY, S.L.

Francisco Ibáñez

**CFO** 

[company name]

[name of representative]

[position of representative]





#### Annex 1 to the Services Agreement

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

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

- Task 1
- Task 2

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

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

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

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

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

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

Payment term (expressed in calendar days)	30 days

Term of the Agreement (as per Article 10 of the Agreement):

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

Effective Date (start of the	Termination Date (i.e. date on which the last
agreement)	service is expected to be delivered and paid)
[Starting date of the contract]	[End date of the contract]





#### Annex 2 to the Services Agreement

#### **Data Processing Agreement**

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

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

#### 1. Purpose of the Processing Engagement.

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

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

- 2.1 EIT UM instructs the Data Processor to process EIT UM's Personal Data.
- 2.2 The Data Processor shall:





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





- The process of regular verification, evaluation, and valuation of the effectiveness of technical and organisational measures to guarantee the security of the treatment.
- **2.2.6** Not to communicate the Personal Data to third parties, except with the express authorisation of the Data EIT UM, in the legally admissible cases.

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

#### 3. Data Processor Personnel

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

#### 4. Security

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





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

#### 5. Outsourcing

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

#### 6. Data Subject Rights

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





- Data portability
- Not to be subject to automated individualized decisions (including profiling).
- 6.2 When the data subjects exercise their rights, the Data Processor must communicate this by e-mail to the address indicated by EIT UM. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant for resolving the request.

#### 7. Personal Data Breach

- 7.1 The Data Processor shall notify EIT UM without undue delay upon becoming aware of a Personal Data breach affecting EIT UM's Personal Data, providing EIT UM with sufficient information to allow EIT UM to meet any obligations to report or inform data subjects of the Personal Data breach under the data protection laws.
- 7.2 The Data Processor shall co-operate with EIT UM and take reasonable commercial steps as are directed by EIT UM to assist in the investigation, mitigation and remediation of each such Personal Data breach.
- 7.3 If available, the following information, as a minimum, shall be provided:
  - a) Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;
  - b) The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;
  - c) Description of the possible consequences of the Personal Data breach;
  - Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

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





#### 8. Data Protection Impact Assessment and Prior Consultation

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

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

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

#### 10. Audit rights

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

#### 11. Data Transfer

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



clauses for the transfer of Personal Data.

#### 12. General Terms

- 12.1 Confidentiality. Each Party must keep this Data Processing Agreement and the information it receives about the other Party and its business in connection with this Data Processing Agreement confidential and must not use or disclose that confidential information without the prior written consent of the other Party except to the extent that:
  - (a) disclosure is required by law;
  - (b) the relevant information is already in the public domain.
- 12.2 Notices. All notices and communications given under this Data Processing Agreement must be in writing and will be delivered personally, sent by email to the email address set out in the Agreement.

#### Exhibit A

#### 1. Description of Personal Data processing

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

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

- 1.3. Specification of the processing to be carried out: (*Please mark with a cross where applicable*)
  - Collection
  - Recording
  - Structuring
  - Modification
  - Conservation
  - Extraction
  - Consultation
  - Communication by transmission
  - Dissemination





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

Other:	

#### 2. Identification of the affected information

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

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

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

#### 3. Duration

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

#### 4. Subcontracting

The Data Processor is authorized to subcontract the following processing:

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







#### 1.4 Tenders submission form

#### **Tender Submission Form**

#### for the procedure of ".....[title of the procurement procedure]"

Name of legal entity	
Registered address	
Tax registration number	

#### 2. Contact person

1. Tender submitted by

Name	
Address	
Telephone	
E-mail address	

#### 3. Statement

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

Award criteria	Tenderer's Offer



Financial offer:	net X EUR	
<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>	net X Lon	
<technical (if="" applicable)="" offer:=""></technical>	e.g.:	
<e.g. experience="" in="" number="" of="" presented="" years=""></e.g.>	<ul><li>Expert 1:</li><li>XY - X years of experience</li></ul>	
<ul> <li>e.g.:</li> <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>	<ul> <li>Expert N:</li> <li>XY - X years of experience</li> </ul>	

Signed:

[Signature of representative]

[Position of representative]





#### 1.5 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>