

REQUEST FOR PROPOSALS

EIT Community Officer of the EIT Community Hub in Kosovo 2026-2028

Procedure timeline	Type of procedure	Maximum 3-yearly budget
10/09-15/11/2026	Request for Proposal	60,500 EUR

All proposals must be shared via form:

<https://forms.monday.com/forms/022bace116334e333569c224529af1b8?r=eu1>

<https://eit-culture-creativity.eu/>

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1. About EIT Culture & Creativity

EIT Culture & Creativity is an initiative of the European Institute of Innovation and Technology (EIT). As a Knowledge & Innovation Community (KIC), EIT Culture & Creativity has been designed to strengthen and transform Europe's Cultural and Creative Sectors and Industries (CCSI) by connecting creatives and organisations to Europe's largest innovation network. During the 2023-2027 period, EIT Culture & Creativity will:

- Empower and connect creatives and innovators across Europe and contribute to a more resilient, more sustainable, and transformational sector.
- Unlock value from a multitude of stakeholders through technology transfer, improved cross-sectoral collaboration and their effective integration in production value networks.
- Strengthen artistic driven innovation as an indispensable part of the European Innovation Ecosystem.
- Reinforce the appreciation and anchoring of European values, and identities.
- Harness the unique position of the CCSI to facilitate Europe's Green, Digital and Social transitions.

EIT Culture & Creativity is the EIT's newest Knowledge & Innovation Community (KIC), bringing together 50 partners from 20 countries across Europe, enhancing the 'Knowledge Triangle' of research, education and business with civil society, to create a sustainable ecosystem for European Cultural and Creative Sectors and Industries (CCSI). Leveraging the sectors' diversity as a European way of innovation, the KIC will turn diversity into a strategy to strengthen CCSI's innovation transfer capabilities, simultaneously creating space to become more competitive and attractive globally.

Driving systemic changes, across and within key sectors, EIT Culture & Creativity focuses on CCSI's role as an enabler of delivery to cornerstone EU objectives set out in the Triple Transitions. While the KIC will support cross-sectoral innovations, it focuses on catalysing the transformative power of specific sub sectors with the highest impact for the Green Transition: Architecture; Culture Heritage and Crafts; Product, Process and Service Design; Fashion; Media, Audio-visual and Gaming.

By enhancing the 'knowledge triangle' of research, education and business creation, EIT Culture & Creativity connects leading organisations along the entire value chain from individual artist and designers to SMEs (small-to-medium enterprise) to established industry, academic and research institutions, as well as the public sector to promote entrepreneurship, innovation, education and cooperation in Cultural & Creative Sectors & Industries across Europe.

EIT Culture & Creativity is referred to as 'EIT CC'.

2. About the EIT Community RI&I Cluster

EIT Culture & Creativity (hereinafter referred as [EIT CC]) is pleased to announce this Request for Proposals (RfP) aimed at identifying a qualified supplier (hereinafter referred as “provider” or “supplier”) to carry out the EIT Community Officer role in Kosovo¹. This RfP is issued on behalf of the EIT Community RI&I Cluster, a collaboration between all nine EIT Knowledge and Innovation Communities (KICs), with the possibility of changes in participating KICs over time.

The selected provider will act as the central operational and coordination point for EIT Community activities in Kosovo, strengthening the visibility and impact of the EIT Community at local, regional, and national levels. The EIT Community Officer (ECO) will be responsible for implementing joint activities, engaging diverse stakeholder groups, and fostering synergies between the EIT KICs to maximise community outreach and innovation uptake, acting as the one-stop shop for EIT Community activities in Kosovo.

This RfP covers the intended period starting on November 15th 2026 until December 31st 2027. Pending evaluation and funding availability, it may be extended for an additional period of 12 months (2028).

Applicants’ proposed expert should demonstrate proven experience in innovation ecosystem engagement, project coordination, and stakeholder mobilisation, particularly in the Kosovo’s context. The successful applicant is expected to propose a dynamic, collaborative, and impact-oriented activity plan that leverages the strengths of all KICs, and of the EIT Community while remaining responsive to local innovation needs.

With regards to the eligibility requirements, applicants must have physical presence in Kosovo as a legally registered entity within the country.

The KICs that actively take part in the EIT Community are:

- Climate-KIC: Working to accelerate the transition to a zero-carbon economy;
- 28Digital: Driving Europe’s digital transformation;
- InnoEnergy: Achieving a sustainable energy future for Europe;
- EIT Food: Leading a global revolution in food innovation and production;
- EIT Health: Giving EU citizens greater opportunities to enjoy a healthy life;
- EIT RawMaterials: Developing raw materials into a major strength for Europe;
- EIT Urban Mobility: Smart, green and integrated transport;
- EIT Culture and Creativity: Creatives without borders, innovation without limits.

¹ *This designation is without prejudice to positions on status, and is in line with UNSCR 1244/1999 and the ICJ Opinion on the Kosovo declaration of independence.

In this context, on behalf of the EIT Community RI&I Cluster, EIT Culture & Creativity is aiming to conclude one contract for the period stated above (15th November 2026 until December 31st 2027) with a possibility to extend it in 2028 (January – December). The specifications of the present RfP will become an integral part of the contract. Non-compliance during the implementation phase may lead to early termination by EIT CC.

3. The objectives

3.1. General objectives

By the present procurement procedure, EIT Culture & Creativity, hereinafter being referred to as “EIT CC”, on behalf of the EIT Community RI&I Cluster is seeking professional support for the coordination and implementation of the EIT Community Hub activities in Kosovo by appointing a qualified supplier to fulfil the role of the EIT Community Officer (hereinafter being referred to as “ECO”). This document, along with its annexes, constitute a Request for Proposal (RFP) issued by EIT CC for a potential procurement of services in the field of innovation ecosystem engagement, stakeholder mobilisation and support for the EIT Community Hub in Kosovo.

Applicants **must** be a legally registered entity or a consortium of legal entities, with a physical presence in Kosovo, for at least one year before the publication of this RfP. Proposals submitted by natural persons will **not** be accepted. Each applicant must provide evidence of official registration (e.g. company registration certificate, NGO license, or equivalent documentation demonstrating legal status in Kosovo).

Applicants must meet the following eligibility conditions:

- Single Legal Entity: If the applicant is applying as a single entity, it must be registered in Kosovo and must operate as a recognized legal entity for at least one year.
- Consortium: Proposals may alternatively be submitted by a consortium of legal entities. In such cases, one legal entity must be designated as the lead coordinator and contracting party, and all consortium entities must be registered in Kosovo for at least one year. A consortium agreement outlining roles and responsibilities must be submitted with the application.
- Physical Presence: All the applicants should have a physical presence in Kosovo. If the applicant is a consortium, the different entities that are part of the application should have physical presence in Kosovo as well, such as a registered office or permanent operational base for at least one year.

Please note that proposals submitted by individuals (natural persons) are **not eligible**. Moreover, only one proposal per applicant (individual entity or consortium) is allowed. Submitting multiple proposals under different consortia configurations may result in disqualification.

The candidates have to propose one potential EIT Community Officer (proposed expert), who will be assessed and take part in the selection process, including the interview phase. If the candidate is awarded, the entity will have to nominate that same proposed expert as ECO.

3.2. Detailed scope of work

The overall objective of this Request for Proposals (RfP) is to identify a qualified supplier (individual legal entity or consortium) to act as the **EIT Community Officer (ECO)** in **Kosovo**, serving as the operational and coordination focal point for EIT Community activities at the national, regional, and local levels. The proposed ECO must be holder of Kosovo's citizenship or must hold a legal right to work in Kosovo, local presence and demonstrated knowledge of the Kosovo innovation ecosystem.

The selected supplier will:

- Enhance the visibility and impact of the EIT Community in Kosovo.
- Facilitate stakeholder engagement, foster collaboration among EIT Knowledge and Innovation Communities (KICs) and support innovation uptake.
- Act as the single contact point for EIT Community activities, offering tailored support to local stakeholders and facilitating access to EIT opportunities.
- Implement a coordinated set of actions aligned with the EIT RIS Implementation Framework and the EIT Community Officer Performance Monitoring and Evaluation Guidelines.

The contract will cover the intended period of 15th November 2026 to 31st December 2027, with a possible extension in 2028 subject to performance and funding availability.

The appointed ECO will be responsible for implementing activities across the following four work packages, as defined in this RfP:

Work Package 0: Administration and Coordination

- Set up and maintain a branded physical presence in Kosovo.
- Establish and maintain coordination mechanisms among EIT Community Hub members.
- Contribute to strategic alignment with national authorities, innovation stakeholders, and other EU-supported networks.
- Collect and share intelligence about the local innovation ecosystem, including needs, opportunities and challenges.
- Coordinate local EIT Community branding, internal communication and information exchange.

Work Package 1: Local Community Development

- Serve as the primary entry point for local stakeholders interested in EIT activities.
- Support applications to RI&I (Regional Innovations and Internationalisation) Cluster and individual KIC calls in innovation, education, business creation and training programmes.
- Implement outreach and communication activities.
- Engage local intermediaries such as universities, incubators, or innovation agencies.

Work Package 2: Business Development for Financial Sustainability

- Generate leads to support the financial sustainability of both the RI&I Cluster and individual KICs.
- Identify opportunities for KIC partnership memberships, funding and service sales.
- Facilitate investment and funding access for KIC-supported startups and scaleups.

Work Package 3: External Fundraising

- Identify and propose joint projects involving EIT KICs and national/regional authorities, aligned with RIS3 priorities.
- Scout and support co-funding opportunities through EU, national, or regional programmes such as ESIF (European Structural and Investment Fund) and IPA (Instrument for Pre-Accession).
- Support the implementation of collaborative, cross-KIC initiatives to amplify local impact.

3.3. Location, timing, planning and reporting

The intended start date is, at the latest, 15/11/2026 and is expected to last, at the latest, until 31/12/2028.

Location

The provider must have a **physical presence in Kosovo**, either through a registered office or permanent operational base. This applies to all entities in the case of a consortium.

Timing

- Contract #1: 15th November 2026 to 31st December 2027 (approximately 13 months in total).

- Optional extension of Contract #1: 1st January 2028 to 31st December 2028, subject to performance evaluation and budget availability.

Planning

The proposal must include a detailed **Activity Plan** covering the months of November 2026 – December 2027, aligned with the performance framework (Annex 5). The ECO will be asked after the contract signature to split the activity plan into two, one for the remaining part of 2026 and another one for 2027.

Annual activities should be planned and reported using a predefined template (Annex 4).

Reporting

- The contractor is required to submit:
 - **Yearly Activity Plan**
 - **Quarterly review reports**
 - **Monthly briefings**
- Additionally, all KPIs and deliverables must be tracked and reported as specified in the Performance Monitoring Guidelines (annex 5), including any subsequent updates.

Payment terms

The available maximum yearly funding for the requested services is outlined below (VAT is excluded from the figures provided) applicable to years 2026, 2027, and 2028.

2026 = 12,100.00 € (VAT excluded).

2027 = 24,200.00 € (VAT excluded).

2028 = 24,200.00 € (VAT excluded).

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

For the year 2026 (depending on budget availability), the estimated maximum budget is 12,100 € (VAT excluded) and it will be paid as follows:

1. Advance Payment 2026: 60% of the contracted amount for 2026.
2. Final payment 2026: 40% of the contracted amount for 2026, disbursed upon successful completion of the year's activities and approval of all deliverables.

For the year 2027-2028, the estimated maximum budget is 24,200.00€ (VAT excluded) / year and it will be paid as follows:

3. Advance payment: 60% of the contacted amount for 2027-2028.
4. Final payment 40% of the contracted amount for 2027-2028, disbursed upon successful completion of the year's activities and approval of all deliverables.

On a yearly basis, a reduction of up to 1,000€ in payments will be applied for each KPI strand unit not achieved in the proposed plan (Annex 4. and Annex 5. contain KPIs list).

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

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

3.4. Methodology of work

The supplier must adopt a collaborative, impact-oriented methodology that:

- Leverages the strengths of all EIT KICs.
- Responds effectively to local innovation needs.
- Aligns with the **EIT RIS Implementation Framework (2025–2027)** and the **EIT Community Officer Performance Monitoring and Evaluation Guidelines, and any subsequent update**.
- Incorporates cross-cutting coordination, outreach, stakeholder engagement, and knowledge sharing.
- Ensures active collaboration with the broader EIT Community Officer network and participation in joint initiatives

3.5. Deliverables

The expected deliverables include, but are not limited to:

- **Administrative Deliverables:**
 - Branded physical office setup.
 - Memorandum of Understanding signed by all local EIT Community Hub members.
 - Participation in monthly and annual ECO coordination meetings.

- Activity plans, reports, and internal updates.
- **Operational Deliverables:**
 - Supported applications and participants referred to the calls.
 - Generated leads contributing to the financial sustainability of KICs and the Cluster.
 - External funding secured for additional EIT Community Hub activities.
 - Event organisation, stakeholder engagement metrics, and communication analytics.
- **Communication Deliverables:**
 - Country webpage (in local language and English), with regular updates.
 - Management of social media channels.
 - Regular posts and engagement statistics.
 - Press releases, testimonials, and media mentions (optional).

Each deliverable is tied to **quantitative KPIs**, as outlined in **Annex 5 ECO Performance Monitoring and Evaluation Guidelines**, with minimum annual thresholds for each work package strand.

4. Timeline and process workflow

4.1. Proposal schedule

	DATE
Request for Proposals publication	10 th September 2026
Date for submitting requests for additional information	21 st September 2026 at 18:00 (CEST)
Deadline for submitting proposal	8 th October 2026 at 23:59
Interviews to potential supplier	25 th October to 5 th November 2026
Intended date of notification of award	9 th November 2026
Stand still period	3 business days
Intended date of contract signature	11 th November 2026
Intended start date of the contract implementation	15 th November 2026

4.2. Submission of proposal

Proposals are requested to be submitted in written form, **in English** via the following form link until **the deadline of 8th October 2026, at 23:59 hrs Central European Time**:

Form: <https://forms.monday.com/forms/022bace116334e333569c224529af1b8?r=euc1>

The proposal shall contain:

1. Evidence of official registration in Kosovo (e.g. company registration certificate, NGO license, or equivalent documentation demonstrating legal status in Kosovo). Optionally, the European Commission template could be used, accessible through the following URL: https://commission.europa.eu/publications/business-partners-legal-entities-and-bank-accounts_en.
2. Annex 2 correctly filled in, with the financial offer set out per year (EUR 60,500.00 or less for the three years) and the technical offer, including the name of the proposed expert.
3. Annex 6 correctly filled in, including as attachments the documents that would prove the numbers stated in the checklist.
4. The Activity Plan for the period November 2026 to December 2027 (14 months) based on the

- template in Annex 4.
5. Annex 3 correctly filled in.
 6. Annex 7: Declaration of Honour

The proposal from the bidder should be submitted and delivered by 8th October 2026, at 23:59 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 CC by the submission deadline. All risks associated with the delay or loss of the proposal shall be borne by the Tenderer only. EIT CC 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.

4.3. 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 2 and 3) together with supporting documents evidencing the legal name of the Tenderer and its physical presence in the country (copy of the official documents showing the name of legal person, the address of its head office, and the registration number given to it by the national authorities if applicable);
- Annex 4: Activity plan covering 14 months of work (from November 2026 to December 2027).
- Annex 6 correctly filled in.
- An administrative part including all the information and documents required by the EIT CC for the evaluation of the tender on the basis of the exclusion and selection criteria set out below;
- Any amendment requests after the tender submission deadline and the notification of award shall not be accepted or discussed. EIT CC is not obliged to accept any amendment requests, proposed modifications nor contract templates.

4.4. Validity of the proposal

Tenderers are bound by their proposal 90 days after the deadline for submitting the proposal or until they have been notified of non-award, whichever period is longer.

The winners must maintain its proposal for a further 90 days to close the contract.

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

4.5. 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 needs additional information, please address it to the address below. Additional information can be requested from 10th until 21st of September 2026.

Subject: Additional Information: Rfp EIT Community Officer Kosovo 2026-2028

E-mail: krzysztof.bilinski@eit-culture-creativity.eu

Contact name: Krzysztof Biliński at EIT Culture & Creativity

EIT CC has no obligation to provide clarification if decides.

During the time allocated for additional questions, the EITCC team will receive questions via email and provide an answer within an approximate time of 72 hours. Providing some answer may take longer.

4.6. 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.

4.7. Ownership and confidentiality of proposals

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

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

4.8. 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.

5. The evaluation

5.1. 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.

5.2. Award criteria

EIT CC will award a contract to the tenderer who submits 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 contract must be awarded on the basis of the Most Economically Advantageous Tender (MEAT) principle. 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 indicated in Section 3 of the document and ensure best value for money by applying the below equation. The technical score is calculated based on the following assessment rating:

DESCRIPTION	SCORE
Proposed expert previous experience	Max. 41 points
1. Proven experience of previous (up to 5 years) or current European Union funded projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert. The candidate will need to justify the previous experience in EU projects of the proposed expert in the technical proposal (see annex 2 and 6) by providing at least: - Title and scope of the EU project/tender. - Description of the EU Project/tender - Involvement/role of the proposed expert in the EU Project/tender. - Website link to the project or public tender decision (if available). Based on this evidence, the tender will be scored as follows: ➤ 3 EU funded or more projects/public tenders: 15 points ➤ 2 EU funded projects/public tenders: 10 points ➤ 1 EU funded project/public tender: 5 points ➤ 0 EU funded projects/public tenders: 0 points For each EU project/public tender, we will award extra 2 points if it's related with	21 points

➤ Business creation ➤ Innovation ➤ Entrepreneurial Education.	
2. Proven experience of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert as speaker or moderator. The candidate will need to justify the previous events organised by the proposed expert by providing at least: - Title of the event - Topic of the event - Place and date of the event - Link to the agenda of the event - Role of the supplier and the proposed expert in the project/services provided. Based on this evidence, the tender will be scored as follows: ➤ 3 or more events: 15 points ➤ 2 events: 10 points ➤ 1 event: 5 points ➤ 0 events: 0 points	15 points
3. Proven experience managing an EIT RIS Hub (or equivalent innovation ecosystem body) in Kosovo with involvement of the proposed expert. The candidate will need to justify the previous or current experience managing an EIT RIS Hub in Kosovo of the proposed expert by providing at least: - Name of the EIT KIC (or equivalent innovation ecosystem body) that was represented. - Years of operation. - Link (if online) or any other proof of the award, like a reference letter from the KIC. - Involvement/role of the proposed expert in the representation.	5 points

Based on this evidence, the tender will be scored as follows: ➤ Previous experience documented: 5 points ➤ No previous experience documented: 0 points	
Activity plan and interview phase	Max 59 points
4. For all the Key Performance Indicators (KPI's) outlined in the Performance Monitoring and Evaluation Guidelines (Annex 5), indicate the number of strands addressed in the Activity Plan, as specified in Section 3.2: ➤ More than 10 strands: 10 points ➤ 6 to 10 strands: 5 points ➤ 5 or less strands: 0 points	10 points
5. Number of optional activities included in the activity plan, based on the Guide (annex 5): ➤ 19 or more optional activities: 9 points ➤ 10 - 18 optional activities: 6 points ➤ 1 - 9 optional activities: 3 points ➤ 0 optional activities chosen: 0 points	9 points
6. Feasibility of the tenderer 's activity plan, overall methodology and scope of work.	10 points
7. Content of the activity plan, detailed description, attention to details of the submitted proposal. Quality of the offer and organization of the proposed expert's services and resources.	10 points
8. Proposed expert identified the main gaps/challenges in the local innovation ecosystem and prioritised them accordingly Number of gaps identified and prioritised: ➤ 5 gaps/challenges: 10 points ➤ 4 gaps/challenges: 8 points ➤ 3 gaps/challenges: 6 points ➤ 2 gaps/challenges : 4 points	10 points

➤ 1 gap/challenge: 2 points	
9. How easily and clearly can the proposed expert express themselves in English.	5 points
10. To what extent is the proposed expert able to understand and take part in innovation and work-related communications.	5 points

Points 6, 7, 9 and 10 of the evaluation criteria will be evaluated using a comparative ranking system, where proposals are assessed and ranked in order of merit by the evaluation committee. Points are then assigned based on the ranking, using one of the following two scales, depending on the maximum score allocated to the criterion:

	If the criterion has a maximum score of 10 points:	If the criterion has a maximum score of 5 points
Best candidate:	10 points	5 points
2 nd best candidate	7 points	4 points
3 rd best candidate	4 points	3 points
4 th best candidate	1 point	1 point
5 th best candidate and below	0 points	0 points

In both cases, only the top four proposals receive points; all others receive zero. This method ensures a relative scoring approach that rewards the strongest proposals per criterion.

The other criterion (1, 2, 3, 4, 5 and 8) does not need to follow the previous rational. Evaluators can therefore give to the different proposed expert the points that they consider for each criterion.

If only one valid application was submitted, points 6, 7, 9 and 10 will no longer use a comparative ranking system, and the evaluators will be able to provide the score that they consider, just as for the other criterion.

The applicable award criteria will be weighted as follows:

A. Technical content: 85%

B. Financial offer: 15%

Aggregate evaluation and scoring:

A. Technical content (maximum weighted score: 85%)

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

I. Technical capacity of the Tenderer (maximum score: 100)

B. Financial offer (maximum weighted score: 15%)

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

The lowest offered price shall receive the highest score (100); others shall be calculated in relation to that in linear equation.

5.3. Review procedure

1. Review committee:

- (a) A review committee will be appointed to oversee the appeal process.
- (b) The review committee will be comprised of 3 members not involved in the evaluation committee to ensure impartiality in evaluating the appeal.

2. Review procedure:

After the submission deadline, the review committee will promptly acknowledge receipt of proposal and commence the review process.

The review committee will conduct a thorough examination of the appeal, including:

- (a) Assessing compliance with EIT CC procurement rules and relevant national legislation.
- (b) Evaluating the merits of the grounds for appeal and supporting evidence provided.
- (c) The review committee may request additional information or clarification from the appellant or the contracting authority, if necessary.
- (d) The review committee will invite short-listed candidates for interview.

3. Decision making:

- (a) The review committee will render a decision on the appeal within 50 calendar days from the date of submission deadline.
- (b) The decision will be communicated in writing to the appellant and the contracting authority.

- (c) If the appeal is upheld, the review committee may recommend appropriate remedial actions, which may include re-evaluation of bids, correction of errors, or other measures to address the concerns raised in the appeal.
- 4. Confidentiality and transparency:
 - (a) The appeal process will be conducted with utmost confidentiality to protect sensitive information and ensure fairness to all parties involved.
 - (b) However, to promote transparency and accountability, the review committee's decisions may be published in anonymized form, excluding any confidential information.
- 5. Finality of decisions:
 - (a) The decisions rendered by the review committee shall be final and binding on all parties involved.
 - (b) There shall be no further recourse or appeal against the decisions of the review committee, except as provided for by applicable law.
- 6. Costs and expenses:
 - (a) Each party shall bear its own costs and expenses incurred in relation to the appeal procedure, unless otherwise determined by the review body.
- 7. Continuation of procurement procedure:
 - (a) The procurement process may continue during the pendency of any appeal, unless otherwise decided by the review committee or required by applicable law.

5.4. Selection of the suppliers

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

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

Total financial score: max.100 (weight: 15%)

The financial offer must be presented in EUR. Prices must be indicated as gross amount, excluding VAT.

The lowest offered price shall receive the highest score (100), others shall be calculated in relation to that in linear equation.

Total score: max.100 (total technical score x 0,85 + total financial score x 0,15)

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

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

5.5. Signature of contract(s)

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

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

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

5.6. Cancellation of the proposal procedure

In the event of cancellation of the proposal procedure, EIT CC will notify the tenderers of the cancellation. In no event shall EIT CC 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 CC has been advised of the possibility of damages.

5.7. 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 CC. The tenderer has 3 days to file their complaint from the receipt of the letter of notification of award.

5.8. Ethics / Corruptive practices

EIT CC 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 CC 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 CC immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

A proposed expert will be appointed for the full duration of the services as the EIT Community Officer, and the appointed expert should fulfil the eligibility requirements listed under point 3.1. With reference to expert replacement for the ECO position initiated by the sub-contractor, the newly proposed expert must also fulfil the eligibility criteria under point 3.1 of the relevant pre-qualification notice. Approval of the replacement request on the EIT Community Officer is the exclusive right of the Contracting Authority upon receiving the opinion of the Steering Committee of the RI&I cluster.

5.9. 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 CC 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

6. General terms and conditions

- All proposals will be treated in confidence. And any personal data, and data generally, is treated in accordance with applicable GDPR rules.
- The information that EIT CC will provide in the context of this procurement procedure in writing or verbally are considered confidential and should not be disclosed to any other external parties without prior written approval from EIT CC.
- Final Framework Agreement may be subject to further negotiation if so required.
- Data protection rules are followed according to GDPR.
- It is expected that the relationship between EIT CC and the selected applicant will respect the principle of fairness and loyalty in the execution of the procurement procedure and during the lifetime of the contract.

7. Conflict of Interests

The conflict of interest is defined as *all measures to prevent any situation where the impartial and objective implementation of the service could be compromised for reasons involving family, emotional life, political or national affinity, personal economic interest or any other direct or indirect interest ('conflict of interests'). They must formally notify EIT CC without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.*

The tenderers and EIT CC must ensure to collaborate and exchange information respecting fairness, transparency and equal treatment for all parties engaged. It is expected that:

1. The tenderer ensures to EIT CC that it is not engaged in a EIT CC funded project, nor engaged in the preparation of an EIT CC proposal;

2. The tenderer has no link with any of the person within the EIT CC organisation and cannot access material or information on an exclusive basis;
3. The tenderer has no unfair advantage given by a current employee of EITCC;
4. The tenderer will not contact, nor approach any member of the selection committee, nor employee of EIT CC to obtain additional information and/or exclusive information;
5. The tenderer will answer the RFP with fairness and will not

The tenderer, or employee of EIT CC must inform immediately the contact person of the RFP if any irregularity is identified.

The tenderer acknowledges the code of conduct of EIT CC, publicly available in the website :

<https://eit-culture-creativity.eu/about-us/the-library/>

8. Service agreement

The final award does not yet constitute the Contract. The Contract will be concluded at the time of signature by the tenderer and EIT CC. The winning tenderer will be sent the contract to be signed (indicating the deadline by which the signed contract should be returned to EIT CC).

The invoicing will be based on a mutually agreed schedule; it will be detailed in the contract. The contract will be awarded for 16 months of work (November 2026 – December 2027) with a possibility to extend the contract in 2028 (January – December) [The successful bidder will sign a framework contract with the EIT CC (A template of this contract is Annexed in this RfP), unless the service provision includes the use of a software; in this ultimate case, EIT CC will use the agreement of the selected tenderer.

The awarded tenderer will ensure to provide its services always being GDPR compliant and will guarantee to EIT CC, even at the tender stage, that there are the needed safeguards.

The selected tenderer shall enter into EIT Culture & Creativity's standard Service Agreement attached to this Request for Proposal as an annex and forming an integral part of the procurement documentation.

The Service Agreement shall govern the provision of the services described in this Request for Proposal and in the successful tender submitted by the selected provider.

The contractual documentation shall consist of:

- the Service Agreement;

- this Request for Proposal and its annexes;
- the successful tender submitted by the selected provider;
- any documents expressly incorporated by reference into the Service Agreement.

The Contract shall enter into force upon signature by both Parties and shall remain in force until completion of all contractual obligations by the Parties.

Tenderers are expected to review the draft Service Agreement attached to this procurement before submitting their offer.

Any requested deviation, reservation, limitation, amendment, exception or alternative contractual wording relating to the Service Agreement, the RFP conditions or any contractual provision must be expressly identified and disclosed within the submitted offer.

Such deviations shall:

- be listed in a dedicated section titled "Contractual Deviations and Assumptions";
- include the relevant article reference, proposed wording and justification;
- clearly identify whether the deviation is mandatory or negotiable.

Contractual deviations that are:

- not expressly disclosed in the submitted proposal;
- introduced after submission of the offer;
- communicated only during contract negotiations; or
- included through standard terms and conditions, hyperlinks, quotations, proposals or referenced documents,

shall be deemed rejected and shall not form part of the contractual relationship.

Unless expressly accepted in writing by EIT Culture & Creativity during the procurement process, the submitted offer shall be deemed to accept the contractual conditions included in the procurement documentation.

EIT Culture & Creativity reserves the right to:

- reject proposed contractual deviations;
- request clarification regarding reservations;
- consider material deviations when assessing the offer;
- reject offers that materially alter the legal or commercial framework of the procurement.

The final signed Service Agreement shall prevail over any supplier standard terms and conditions unless expressly agreed otherwise in writing.

Annex 1 Service Agreement

SERVICE AGREEMENT

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

EIT Culture & Creativity, having its registered office and place of business at [direction], with VAT number [tbc], legally represented herein by [tbc], acting as [role] (hereinafter referred to as “**EIT CC**”) 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 CC 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 CC 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 Annex 1 to EIT CC (the “**Services**”) under the terms and conditions set forth in this Agreement).

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Structure of the Agreement and precedence

1. This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement, as well as the Tender.
2. The body contains standard general provisions applicable to all Services purchased by EIT CC from Supplier under this Agreement.
3. Annex 1 contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT CC from Supplier under this Agreement.
4. In case of discrepancy between the description of Services and time schedule in the [EIT CC Tender and the description of Services and time schedule in Annex 1, the EIT CC 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.

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

1. Supplier does not commit to provide the Services exclusively to EIT CC, unless and to the extent provided in Annex 1 for certain specific types of Services.
2. The contractual relationship between EIT CC and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT CC 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.

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

1. With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under Annex 1 for EIT CC under this Agreement, within the time schedule specified under Annex 1.
2. 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 CC as much as possible.
3. 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 CC, (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 CC'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.

4. 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.
5. 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 CC. 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 CC. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.
6. In order for EIT CC and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 10.1 below), Supplier shall report to EIT CC progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT CC 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 CC separately.
7. If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in Annex 1, Supplier shall notify EIT CC hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT CC.
8. Services delivered are subject to the acceptance of EIT CC. EIT CC shall issue a performance certificate after completion of Services. Should EIT CC 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 CC 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 CC. 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 CC is not obliged to provide any compensation to Supplier for such Services.

9. Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the EIT CC 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.

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

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

4. Compensation, invoicing and payment, expenses

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

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

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

4. 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 CC

- d. the name and address of EIT CC
- e. the invoice number
- f. the invoice date
- g. the date on which the Services were supplied (provided EIT CC 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:
 - i. the price per piece or unit, excluding VAT
 - ii. any reductions that are not included in the price
 - iii. the VAT tariff that has been applied
 - iv. the cost (the price excluding VAT)
 - v. in case of advance payment: the date of payment, if this is different from the invoice date
 - vi. the amount of VAT

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

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

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

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

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

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

5. Taxes, other contributions, no employment agreement and related indemnification

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

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

3. In addition to Articles 5.1 and 5.2, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of 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**”).

4. Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT CC 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 CC.

5. Supplier shall indemnify and keep EIT CC 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.

6. Intellectual property, ownership and licensing, IP infringement indemnification

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

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

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

4. By exception to Article 6.1, 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**”).

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

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

7. Unless expressly specified otherwise in Annex 1,

7.1 Supplier shall indemnify and hold harmless EIT CC, 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 CC, 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 CC, 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.

7.2 EIT CC 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 CC may reasonably require.

7.3 If any Services alone or in any combination, provided under the Agreement are held to constitute an infringement or if their use is enjoined, Supplier shall, as directed by EIT CC, but at its own expense: either 1) procure for EIT CC 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.

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

7. Confidentiality, documents

1. "**Confidential Information**" means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT CC, 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.

2. During the period beginning on the Effective Date (as specified in Annex I) and continuing for a period of five (5) years thereafter (the “**Confidentiality Period**”), Supplier agrees not to: (i) use EIT CC’ Confidential Information for any purpose other than for the Service; and (ii) disclose EIT CC 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 CC’ 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.

3. 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 CC 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 CC’ 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 CC thereof to give EIT CC the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

4. 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 CC 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 CC has given its prior written permission to any such action.

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

6. Supplier shall make all property belonging to EIT CC (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 CC in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

8. Personal data

1. For the purpose of this Agreement,

- **“Personal Data”** shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT CC 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”**).

2. 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 CC, (ii) in accordance with EIT CC’ instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT CC, and (iv) insofar necessary for the Services rendered to EIT CC 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 CC 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 Annex 2.

3. 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 Article 8:.

4. 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.

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

9. Liability, indemnification, insurance

1. Supplier shall indemnify and hold harmless EIT CC, 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 CC under the Agreement.
2. 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 CC immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify EIT CC and shall pay its insurance proceeds to EIT CC 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 CC shall be entitled to take legal action against Supplier.
3. Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.
4. Subject to Article 9.3, in no event shall EIT CC 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 CC has been advised of the possibility of such damages and in no event shall EIT CC 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 CC.
5. Subject always to Article 9.3, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

10. Suspension, termination of the Agreement

1. The Agreement 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 CC (the "**Term**").
2. As an exception to the above, EIT CC 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 CC 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 CC in the notice; or

- b. EIT CC, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
- c. Supplier fails to provide EIT CC with adequate assurance of performance following request by EIT CC; 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 CC to enter into this Agreement (as the case may be).
- i. in case EIT CC does not sign a grant agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 1st May 2026. Should such lack of signature occur, EIT CC shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date included in the notice of suspension lift or (ii) 30th June 2026. If lifted, suspension will not alter the original termination date of the agreement. Should EIT CC not have assigned a Grant Agreement with EIT by 30th June 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

3. As from receipt of a termination notice from EIT CC (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.

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

- a. Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Article 4: or
- b. Consistently fails to meet its material obligations after repeated reminders; or
- c. Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

11. Safeguarding of EU's financial interest and conflict of interest

1. Supplier accepts without reservation that during the implementation of the Agreement and for four (4) years after the completion of the Agreement, EIT CC 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.

2. 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 CC immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

12. Miscellaneous

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

2. 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 CC 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.

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

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

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

6. 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.

7. 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 CC and Supplier.

8. 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.

9. 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.

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

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

12. If so chosen by EIT CC in accordance with Article 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration (ICC), which Supplier and EIT CC declare to be known to them. Supplier and EIT CC 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 CC entity mentioned in the recitals or, at the option of EIT CC, 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 12.10.

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

Drawn up on [DATE]

EIT Culture & Creativity

[name of representative]

[position of representative]

[company name]

[name of representative]

[position of representative]

Annex 1 to the Services Agreement for 2026-2028

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

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

- Task 1
- Task 2

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

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

3. Charging the compensation to EIT CC (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]

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

Payment term (expressed in calendar days)	30 days
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5. Term of the Agreement (as per Article 11 of the Agreement):

In application of Article 11.1 of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

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

*Without prejudice of other grounds of termination of the Agreement, the Agreement may be suspended or terminated, with immediate effect without incurring any penalty or compensation, in case (a) EIT CC does not sign a grant agreement with the European Institute of Innovation and Technology (EIT) for the Business Plan 2026-2028 before 1st May 2026. Should such lack of signature occur, EIT CC shall notify the Supplier and inform them about the suspension or termination of the agreement. In case of suspension, suspension shall last from notice of suspension up until the earliest of (i) the date included in the notice of suspension lift or (ii) 30th June 2026. If lifted, suspension will not alter the original termination date of the agreement. Should EIT CC not have

assigned a Grant Agreement with EIT by 30th June 2026, the Agreement shall be fully and automatically terminated with immediate effect without incurring any penalty or compensation.

Annex 2 to the Services Agreement for 2026-2028

Data Processing Agreement

- I. The processing of personal data is subject to Regulation (EU) 2016/679 of the European Parliament and Council regarding the protection of individuals in respect of the processing of their personal data and of the free circulation of such data (hereinafter referred to as “**GDPR**”) and the Spanish Organic Law 3/2018, of 5th December, on Personal Data Protection and Guarantee of Digital Rights.
- II. The Parties have determined to enter into this data processing agreement (hereinafter referred to as the “**Data Processing Agreement**”) having due regard to Article 28 of the GDPR.
- III. This Data Processing Agreement is an integral part to the service agreement agreed between the Parties (hereinafter referred to as the “**Agreement**”)
- IV. In the course of providing the services, the Supplier as “**Data Processor**” may process personal data on behalf of EIT CC (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. 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 CC 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 CC's Personal Data

1. EIT CC instructs the Data Processor to process EIT CC's Personal Data.
2. The Data Processor shall:
 1. Comply with all applicable data protection laws in the processing of EIT CC's Personal Data;

2. Not process EIT CC's Personal Data other than on the relevant EIT CC'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 CC.

3. In the event that the Data Processor needs to process Personal Data of any data subject on behalf of the EIT CC, 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 CC. Upon EIT CC requirement, the Data Processor shall use the consent form provided by EIT CC.

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**.

5. If applicable, keep a written record of all categories of processing activities carried out on behalf of EIT CC 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.

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

The Data Processor may communicate the Personal Data to other processors of the same EIT CC, in accordance with EIT CC's instructions. In this case, EIT CC 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**

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 CC's Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant EIT CC'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**

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 CC's Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

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.

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 CC, where appropriate.

5. **Outsourcing**

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.

2. When it is necessary to outsource any processing, EIT CC 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 CC approves it.

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 CC. It is the Data Processor's responsibility to regulate the new relationship so that the subcontractor may be subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the Data Processor regarding the proper processing of Personal Data and the safeguarding of the rights of data subjects. In the event of non-compliance on the part of the subcontractor, the Data Processor will remain fully liable to the EIT CC.

6. Data Subject Rights

1. Taking into account the nature of the processing, the Data Processor shall assist EIT CC by implementing appropriate technical and organizational measures, in so far as this is possible, for the fulfilment of EIT CC's obligations, as reasonably understood by EIT CC, 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).

2. When the data subjects exercise their rights, the Data Processor must communicate this by e-mail to the address indicated by EIT CC. 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

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

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

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

- a. Description of the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects affected;
- b. The name and contact details of the data protection officer or other point of contact from whom further information may be obtained;
- c. Description of the possible consequences of the Personal Data breach;
- d. Description of the measures taken or proposed to be taken to remedy the Personal Data breach, including, where appropriate, the measures to mitigate the possible negative effects;

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

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

1. The Data Processor shall provide reasonable assistance to EIT CC with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which EIT CC 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 CC'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 CC's Personal Data**

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 CC's Personal Data, delete and procure the deletion of all copies of those EIT CC's Personal Data.

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.

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

10. **Audit rights**

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

11. **Data Transfer**

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 CC. 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**

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.

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

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 XXXXXXXX

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)

--

Annex 2. Tenders Submission Form

Tender Submission Form

for the procedure of the EIT Community Hub in [Country]

1. Tender submitted by

Name of legal entity	< >
Registered address	< >
VAT/Tax registration number	< >
Tax registration number	< >

2. Contact person

Name	< >	
Address	< >	
Telephone	< >	
E-mail address	< >	

3. Statement

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

Award criteria	Tenderer's Offer
Financial offer: <presented in EUR (gross amount, excl. VAT)>	X EUR
Technical offer:	Name of the proposed expert to become EIT Community Officer: Citizenship of the proposed expert: Find attached the evidence of official registration in [Country] as well as the documents proposed for evaluation, based on the award criteria (article 4.2), including the Proposed activity plan (based on annex 4) and the Experience of the proposed expert checklist.

Signed:

[Signature of legal representative(s)]

[Position of legal representative (s), if applicable]

Annex 3. Tender 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 request for proposals for the above contract I, < Name and position of natural person or 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(s)>

Annex 4. Activity Plan Template

Activity Plan 2026 - 2027 (Adjust activities for remaining months of 2026 and 2027)	
--	--

Country	[Country]
Category (White Spot or Established Country)	White Spot country
EIT Community Officer Name	
Organisation(s)	

Work Package 1 Local Community Development for Innovation/Education/Business Creation						
EITECO01 - Applicants/participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls and training opportunities	KPI	Strand 1 <i>EIT Jumpstarter programme</i>	Strand 2 <i>EIT Regional Innovation Booster (Poland, Malta, Hungary)</i>	Strand 3 <i>EIT Global Outreach programmes</i>	Strand 4 <i>EIT Global Outreach training opportunities</i>	KPI Total Minimum: 5 applicants 5 participants
	<i>Number of applications</i>	Number	Number [only if a RIB project in your country]	Number	do not write	0
	<i>Number of participants</i>	do not write	do not write	do not write	Number	0
EITECO02 - Applicants, participants supported/referred to individual KIC's innovation, education, business creation calls and training programmes	KPI	Strand 1 <i>EIT KICs Innovation Calls</i>	Strand 2 <i>EIT KICs Education Calls</i>	Strand 3 <i>EIT KICs Business Creation Calls</i>	Strand 4 <i>EIT KICs training programmes</i>	KPI Total Minimum: 5 applicants 5 participants

			Number of applications	Number	Number	Number	do not write	0
			Number of participants	do not write	do not write	do not write	Number	0
ACTIVITIES M - Mandatory activities must be implemented and metrics filled in, O - Optional activities can be selected and metrics need to be given for selected All activities must be implemented or facilitated by the EIT Community Officer								Metrics
YES	M	Personalised outreach and support / Number of intermediary organisations (e.g.: universities, startup associations) engaged to support outreach (min. 10)						Number
YES	M	Programme-specific communication / Number of EIT Community Hub country page programme-specific webpage posts (min. 10)						Number
YES	M	Programme-specific communication / Average number of visitors of the EIT Community Hub country page posts/updates (min. 100)						Number
YES	M	Programme-specific communication / Number of EIT Community Hub programme-specific social media posts (min. 50)						Number
YES	M	Programme-specific communication / Average number of engagements of the related posts (min. 240)						Number
YES/NO	O	Personalised outreach and support / Number of applicants supported with 1:1 advisory services (coaching sessions)						Number
YES/NO	O	Programme-specific communication / Number of events organised by the EIT Community Officer						Number
YES/NO	O	Programme-specific communication / Number of participants at events organised by the EIT Community Officer						Number
YES/NO	O	Programme-specific communication / Number of presentations by EIT Community Officer or KIC representative at external events organised by third party						Number
YES/NO	O	Programme-specific communication / Number of participants at presentations by EIT Community Officer or KIC representative at external events organised by third party						Number
YES/NO	O	Programme-specific communication / Number of website posts by external organisation						Number
YES/NO	O	Programme-specific communication / Number of newsletter posts (EIT Community Hub or third party)						Number
YES/NO	O	Programme-specific communication / Number of programme-specific media mentions						Number
YES/NO	O	Programme-specific communication / Number of press releases published						Number
YES/NO	O	Programme-specific communication / Number of testimonials, impact stories collected						Number
YES/NO	O	Other, please specify:.....						Number
YES/NO	O	Other, please specify:.....						Number

WP1 Activity descriptions						
Please provide strategic approach, methodology and description of the activities						
[Max 1,000 words]						
Work Package 2 Business Development for Financial Sustainability						
EITECO03 - Leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster		KPI	Strand 1 EIT Jumpstarter teams, participants	Strand 2 EIT Global Outreach startups/scaleups	Strand 3 EIT Global Outreach services/modules	KPI Total Minimum: 4 qualified leads
		Number of leads	Number	Number	Number	0
EITECO04 - Leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs		KPI	Strand 1 KIC new partner with membership fee	Strand 2 Local funding to KICs or KIC start-ups	Strand 3 KIC services sold	KPI Total Minimum: 4 qualified leads
		Number of leads	Number	Number	Number	0
YES	M	Coordinate the collection of local funding, investment opportunities, potential customers / Number of funding, investment opportunities and potential customers collected				Number
YES	M	Direct engagement activities / Number of engagements with potential leads				Number
YES	M	Leads generation for the Regional Innovation Booster companies (only MT, HR, HU, PL)				N/A

YES/NO	O	Arrangement of funding opportunity by the national authorities to reimburse membership fees for KIC partners / Number of funding opportunity generated	Number
YES/NO	O	Facilitation of funding by the national authorities to pilot the EIT Regional Innovation Booster in a country (other than PL MT, HU, HR) / Number of warm introductory meetings	Number
YES/NO	O	Other, please specify:.....	Number
YES/NO	O	Other, please specify:.....	Number

WP2 Activity descriptions
Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Work Package 3
External fundraising

EITECO05 - External fundraising		KPI	External funding raised				KPI Total Minimum: 10k EUR
		Amount of funding	Number				0
YES	M	Scout for and recommend to the EIT KICs opportunities to implement joint projects, including projects involving local authorities and institutions to strengthen cooperation with EIT and EIT KICs, financed through other EU, national, regional funds (including ESIF and IPA III) / Number of projects scouted and recommended					Number
YES	M	Scout for and recommend to the EIT KICs opportunities to implement joint projects, including local talents which could be supported via the portfolio of opportunities offered by the EIT Community; / Number of projects scouted and recommended					Number

YES	M	Contribute to, support and where appropriate, with the agreements of the EIT KICs, lead any horizontal exploratory efforts towards securing co-funding opportunities, including matching KIC thematic area with the local RIS3 priorities / Number of horizontal efforts made	Number
YES	M	Secure meetings with relevant national, regional authorities and facilitate the preparation for the submission of joint proposals for national, regional funding in case of general EIT Community actions / Number of proposal submission	Number
YES	M	Suggest and support, including, where appropriate and with the agreement of the EIT KICs, lead the implementation of possible joint activities amongst the EIT KICs, to be implemented nationally and, or regionally, aligned with relevant RIS3 priorities / Number of projects, activities implemented	Number
YES/NO	O	Other, please specify:.....	Number
YES/NO	O	Other, please specify:.....	Number

WP3 Activity descriptions
Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Work Package 0
Administration and coordination

YES	M	Set up and maintain a physical space branded / Number of physical space established and maintained	Number
YES	M	Develop a good understanding of the EIT model and keep up-to-date with the KICs activities	N/A
YES	M	Collaborate closely with the wider network of EIT Community Officers including by sharing information, good practices, collaborating on joint initiatives as well as any other activities which would support the EIT Community and the local innovation ecosystem	N/A
YES	M	Form good working relations with the whole EIT Community, including the RI&I Cluster and Community Members	N/A

YES	M	Review and report to the EIT Community Officer Coordinator via the Lead KIC SPOC of the EIT Community Officer	N/A
YES	M	Any other tasks mandated by the EIT Management which, in principle, supports the EIT RIS Hubs to contribute to the achievement of the EIT's Objectives and implementation of its Strategy and Annual Work Programmes	N/A
YES			
YES	M	Local EIT Community coordination - Deploy and keep up-to-date the Governance Memorandum of Understanding of the EIT Community Hub that sets up the working relations with all Members of the EIT Community Hub, including other EIT KIC Offices present in the same ecosystem nationally;	N/A
YES	M	Local EIT Community coordination - Establish working method which limits administrative burdens, while supporting their minimum functions; Design a work method, necessary tools for information sharing/coordination so as to facilitate continuous information exchange, identify the need for, facilitating the implementation of shared services for Hub Members with a view to improve efficiency;	N/A
YES	M	Local EIT Community coordination - To the greatest extent possible, and when appropriate, ensure a coordinated approach amongst the EIT KICs, Members of the EIT Community Hub, and other EIT KIC Offices, EIT Alumni Network towards national authorities including relevant NCPs and Managing Authorities;	N/A
YES	M	Local EIT Community coordination - Facilitate and coordinate EIT Community branding efforts, sharing information and advising KICs and Community Members.	N/A
YES	M	Local Intelligence Gathering - Provide support, in close cooperation with other Hub Members and potentially other EIT Community Officers, to the EIT and the EIT KICs with navigating the local innovation landscape.	N/A
YES	M	Local Intelligence Gathering - At the request of the EIT KICs, support any necessary updating of the local Country-specific roadmap and support with its implementation, as appropriate	N/A
YES	M	Local Intelligence Gathering - Maintain a fully updated understanding of the local innovation ecosystem, including its innovation needs and gaps / Number of ecosystem map	Number
YES	M	Local Intelligence Gathering - Coordinate the collection of local funding opportunities and relevant key national events and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub Members, and other EIT KIC Offices; / Number of local funding opportunities and relevant national key events collected.	Number
YES	M	Local Relationships - Build a strong working relationship with NCP and national authorities, in order to highlight to the national authorities, the added value of the EIT, and influencing the national position in FP10 negotiations / Number of engagements with national authorities	Number
YES	M	Local Relationships - Liaise with representatives of other innovation support actions (COST, EEN, EUREKA, EIT Alumni, EPO, EUIPO, RCC, etc.) / Number of engagements with other EU support actions	Number
YES	M	Local Relationships - Build strong working relationship with key local innovation stakeholders / Number of Cooperation MoUs signed	Number
YES/NO	O	Local Relationships - Participate in national policy dialogues in relation to the knowledge triangle / Number of dialogues, meetings participated with national authorities	Number
YES/NO	O	Local Intelligence Gathering - Provide data on the local EIT-supported start-ups' development (such as new customers, external funding obtained etc.) / Number of startups for which data s provided	Number
YES/NO	O	Other, please specify.....	Number
YES/NO	O	Other, please specify.....	Number
Communication			
YES	M	General communication - Collect information to share through applicable channels related to the EIT KICs' activities, events, results and opportunities of interest to local stakeholders with a view to their dissemination internally and externally;	N/A
YES	M	General communication - Coordinate and support local joint EIT Community communication efforts, including by managing the EIT Community Hub country webpage / Number of visitors of the EIT Community Hub country webpage	Number
YES	M	General communication - Update the EIT Community Hub country webpage, in the local language, with information on EIT Community activities and opportunities / Number of EIT Community Hub country webpage updates	Number

YES	M	General communication - Manage the EIT Community Hub social media channel / Number of new LinkedIn followers	Number
YES	M	General communication - Publish posts on EIT Community Hub social media channel / Number of posts for general communication	Number
YES	M	General communication - Enhance Audience Interaction on EIT Community Hub social media channel / Number of engagements for general communication posts	Number
YES	M	General communication - Organise a kick-off event (only for newly established EIT Community Hubs) / Number of participants at kick-off event	N/A
YES/NO	O	General communication - Lead or support press announcements (in close alignment with the RI&I) / Number of press announcements	Number
YES/NO	O	General communication - Collect testimonials, impact stories / Number of testimonials, impact stories collected	Number
YES/NO	O	General communication - Other, please specify.....	Number
YES/NO	O	General communication - Other, please specify.....	Number

WPO Activity descriptions

Please provide strategic approach, methodology and description of the activities

[Max 1,000 words]

Annex 5. ECO Performance Monitoring and Evaluation Guidelines

EIT Community Officer **guide to performance monitoring and assessment** **2026-2028**

Regional Innovations and Internationalisation (RI&I)
Cross-KIC/EIT Community Cluster

August 2025

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Introduction

The European Institute of Innovation and Technology (EIT) Strategic Innovation Agenda 2021-2027 ([Decision - 2021/820 - EN - EUR-Lex](#)) designates “increasing the regional impact of the EIT KICs” through an enhanced EIT Regional Innovation Scheme (RIS), reinforced with a significantly stronger mandate and additional financial resources, as a key, EIT priority. While this recognises the Scheme’s success since its establishment, expectations on the EIT RIS to deliver increasing levels of impact in line with the EIT’s objectives remain high. To meet these expectations, the EIT RIS needs an “all hands on deck” approach, with the whole EIT Community working together towards a common goal. In particular, it must be ensured that the 27² EIT Community Hubs established by 2026 in RIS countries, the outermost regions and in a neighbouring country, with their unique, on-the-ground presence, strongly contribute to the EIT’s objectives and Key Performance Indicators (KPIs).

The “[EIT RIS Implementation Framework \(Updated 2025-2027\).pdf](#)” outlines the mission, the minimum functions, the structure of the EIT Community Hub Members and the tasks and responsibilities of the EIT Community Officers serving the EIT Community Hubs.

Scope

The scope of this document is to provide a structured set of guidelines for the EIT Community Officers in planning and implementing their annual activities, and define their monitoring and evaluation system by defining the key performance indicators (KPIs), which are meant to support and contribute to the EIT Impact Framework KPIs. The guide also defines mandatory and optional activities for the EIT Community Officers to enhance their impact on the local EIT Community. Minimally expected target values are also determined, the monitoring process, and a final evaluation score is defined. The nature of this system presents enough flexibility to implement it not only to EIT Community Officers in RIS countries, but eventually to potential EIT Community Officers established in other geographies.

This document will come into force on 1 January 2026 and will supersede the previous ECO monitoring and evaluation guidelines 2023-2025. The revision of this document is expected in the first quarter of each year, starting in 2027.

Work packages and key performance indicators

The EIT RIS Implementation Framework has defined a comprehensive list of functions that the EIT Community Officer is expected to undertake. Some tasks are administrative, while others refer to an objective explicitly, where measurable targets can be defined. The Cluster’s approach to define the **EIT Community Officers Key Performance Indicators (EITECO KPI)** is in line with the strategic objective of the EIT, and was set to measure the direct contribution of the EIT Community Officers to the broader EIT Impact Framework KPIs. The ECO indicators are focusing both on supporting the Regional Innovations and Internationalisation (RI&I) Cluster activities and on contributing to the individual KIC’s impact and financial sustainability). Each key performance indicator has a subset of strands that provides more detail for the implementation.

² Potentially involving other neighbouring countries associated to Horizon Europe

EIT Community Officers' KPIs have been developed and approved by the representatives of the RI&I Cluster, leveraging the experience of 2 years of ECO deployments, and after a series of workshops and consensus meetings conducted during June and July 2025. The EITECO KPIs are defined as SMART (specific, measurable, achievable, relevant, and time bound) indicators and represent an evolution from the previous ECO KPI list set up and used in the Business Plan 2023-2025. The ECO KPIs and tasks are organised into 4 work packages.

Work Packages	Key Performance Indicators	
WP0 Administration and Coordination	No specific KPI	
	RI&I Cluster	KICs
WP1 Local Community Development for Innovation/Education/Business Creation * only applicable in RIB pilot countries (Poland, Malta, Hungary).	EITECO01 – Number of applicants, participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls and training programmes <u>Strand 1.</u> Number of EIT Jumpstarter programme eligible applicants supported/referred by the ECO. <u>Strand 2*.</u> Number of Regional Innovation Booster applicants eligible supported/referred by the ECO. <u>Strand 3.</u> Number of Global Outreach programme applicants eligible supported/referred by the ECO <u>Strand 4.</u> Number of Global Outreach training programme participants supported/referred by the ECO	EITECO02 – Number of applicants, participants supported/referred to individual KIC's innovation, education, business creation calls and training programmes <u>Strand 1.</u> Number of EIT KIC Innovation Calls applicants eligible supported/referred by the ECO <u>Strand 2.</u> Number of EIT KIC Education Calls applicants eligible supported/referred by the ECO <u>Strand 3.</u> Number of EIT KIC Business Creation Calls applicants eligible supported/referred by the ECO <u>Strand 4.</u> Number of KIC training programme participants supported/referred by the ECO
WP2 Business Development for Financial Sustainability	EITECO03 – Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster <u>Strand 1.</u> Number of leads facilitated by the ECO for national, regional, local funding (grant or investment) raised by EIT Jumpstarter teams, participants. <u>Strand 2.</u> Number of leads facilitated by the ECO for national, regional, local funding (grant or investment) raised by Global Outreach supported startups/scaleups. <u>Strand 3.</u> Number of leads generated by the ECO converted in Global Outreach selling GO Academy modules.	EITECO04 – Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs <u>Strand 1.</u> Number of leads facilitated by the ECO for new KIC partner membership fee. <u>Strand 2.</u> Number of leads facilitated by the ECO for national, local funding secured (co-funding or co-investment) that supports the KICs financial sustainability. <u>Strand 3.</u> Number of leads facilitated by the ECO for revenue converted by the KICs with sold services.
	External funding raised for the EIT Community Hub activity	
WP3 Fundraising for the EIT Community Hub	EITECO05 Amount of non-EIT funding raised for additional activities of the EIT Community Hub (preferably together with EIT Community Hub Members) contributing to the EIT core KPIs	

3.1. The Definition of the Key Performance Indicators

The description of the KPIs is the following:

EITECO01	Applicants, participants supported/referred by the ECO to the RI&I Cluster innovation, education, business creation calls
Definition: EIT Community Officers are requested to strategically scout and secure new applicants, applications to the calls published by the RI&I Cluster initiatives: EIT Jumpstarter, Regional Innovation Booster, Global Outreach programmes and participants for the Global Outreach training sessions.	Evidence: Cross-check of the applications registry of the Cluster programmes and training programme participant list with the submitted structured data Structured data: - Name of the applicant to the Cluster programme or Name of the training participants - Title of the cluster programme or the training programme - Means of support provided by the ECO

EITECO02	Applicants, participants supported/referred by the ECO to the KIC's innovation, education, business creation calls
Definition: EIT Community Officers are requested to strategically scout and secure new applicants, applications to the calls published by the KICs in the areas of innovation, education and business creation and ensure participants at KICs education programmes.	Evidence: Cross-check of the applications registry of the KIC calls and training programme participant list with the submitted structured data Evidence or structured data: - Name of the applicant - Title of the KIC call - Means of support provided by the ECO

EITECO03	Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster
Definition: EIT Community Officers are requested to support revenue generation and secure funding to contribute to the financial sustainability of the RI&I Cluster by supporting EIT Jumpstarter, Global Outreach and Regional Innovation Booster programmes supported startups, scaleups to	Evidence: Strand 1. and 2. Signed declaration of the startup, scaleup supported by the ECO indicating the amount of investment attracted or funding raised, and the support provided by the ECO

attract investment, local funding. EIT Community Officers are also requested to contribute selling the Global Outreach services/modules.	attaching any public information, term sheet or proof of the investment closed. Strand 3. Invoice issued by Global Outreach
	Structured data:
	- Name of the startup, scaleup supported - Cluster programme - Amount of investment attracted, funding raised, revenue generated - Means of support provided

EITECO04	Number of leads for revenue, funding facilitated by the ECO to contribute to the financial sustainability of the KICs
Definition: EIT Community Officers are requested to support revenue generation and secure funding to contribute to the financial sustainability of the KICs by introducing leads for new membership fee paying entities (or potential shareholders to KICs), co-investment/revenues to KICs portfolio startups or selling KICs services locally.	Evidence:
	Strand 1. Warm introductory meetings with the participation of KIC or filling out dedicated form as per the Cluster assignment Strand 2. Signed declaration of the startup/scaleup supported by the ECO indicating the amount of investment or revenue attracted, and the support provided by the ECO, attaching any public information, term sheet or proof of the investment/revenue closed. Strand 3. Invoice issued by the KIC for the service, or proof of service acceptance.
	Structured data: - Representative and organisation of the lead - KIC - Amount of investment/revenue attracted, funding raised, revenue generated

EITECO05	External funding raised for additional EIT Community Hub activity
Definition: EIT Community Officers are requested to raise external funding for additional EIT Community Hub activities (including its Members signatories of the governance MoU)	Evidence:
	Copy of the funding (grant, sponsorship, etc.) agreement, including project/activity description to the

via submitting proposals and implement projects through other (non-EIT) EU / national / regional funds. These projects shall (1) involve local authorities and institutions to strengthen synergies with EIT/EIT KICs or (2) target local talents which could be supported via the EIT Community opportunities or (3) support general EIT Community actions or (4) joint activities amongst the KICs to implement locally. These projects preferably shall align with local RIS3 priorities. The scope of the project should be defined by the EIT Community Hub based on the ecosystem needs and the competence of the EIT Community Officer.	secured funding with the description of the activities clearly in line with the EIT core KPIs
	Structured data: • Amount of funding raised • Funding organisation • EIT CH members involved, if any (at least 1 except white spot countries) • Type of funding • EIT relevance of the project/activity • Activity(ies) funded

3.2. Responsibility areas of EIT Community Officers

The responsibility areas of the EIT Community Officers depend on the EIT KICs representation in the country.

There are countries where the EIT KICs on the ground representation can be very broad, and there are different stakeholders representing the knowledge triangle of the KICs, EIT local KIC representatives (former RIS Hubs) and Co-Location Centers, thematic experts established. In these countries and territories (**“well established countries”**), the EIT Community is well populated, there is potential for cross-KIC activities but less for individual-KIC support, and the EIT Community Officer has a more coordinative role, avoiding overlap with existing KIC experts (the “EIT Community Hub members”).

There is another set of countries and territories where there is no or little on-the-ground EIT KIC representation; however, stakeholders relevant to the EIT Community are ready to be engaged and actively take part in EIT activities and the building of the local ecosystem and integrate the knowledge triangle. These countries known as **“white-spot”** countries with no significant KIC presence. In white-spot countries, the EIT Community Officer will have a deeper representative role.

These major roles are important to distinguish because both the KPI targets expectation and how to monitor activities will differ in “established” and “white-spot” countries. The tables below set the targets to be achieved on an annual basis by the ECO depending if it operates in a white-spot or a well-established country. For clarity, the countries³ that are deemed to be white-spot are: [Country], Bulgaria, Cyprus, Malta, Moldova, Montenegro, North Macedonia, Serbia, Ukraine.

Countries	EITECO1	EITCO2	EITCO3	EITCO4	EITCO5
Well established countries	Yes	Only for KICs not present in the country	Yes	Only for KICs not present in the country	Yes
		Yes	Yes	Yes	Yes

³ The list is indicative and will be updated in case of change.

White-spot countries	Yes				
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3.3. Minimum targets

EIT Community Officer minimum yearly target values			
		White Spot Countries	Established Countries
EITECO01	Number of applicants eligible supported/referred by the ECO to the RI&I Cluster innovation, education, business creation call	5 applicants (programmes) or participants (trainings)	10 applicants (programmes) or participants (trainings)
EITECO02	Applicants eligible supported/referred by the ECO to the KIC's innovation, education, business creation call	5 applicants (programmes) or participants (trainings)	10 applicants (programmes) or participants (trainings)
EITECO03	Number of leads facilitated by the ECO to contribute to the financial sustainability of the RI&I Cluster	4 qualified leads	6 qualified leads
EITECO04	Number of leads facilitated by the ECO to contribute to the financial sustainability of the KIC	4 qualified leads	6 qualified leads
EITECO05	External funding raised	10k EUR	20k EUR

The above KPI targets are established for the EIT Community Officers operating on the country level and yearly basis. **The target values are established as minimums and can be subject to change defined by the Lead KIC depending on the needs of the programme, the previous years' baseline data or the size of the country.**

Activities per Work Packages

The activities mandated to the EIT Community Officers in the [EIT RIS Implementation Framework \(Updated 2025-2027\)](#) document are also integrated in a way that they serve the purpose to contribute to the impact framework rather than being a task on its own. Tasks outputs are measured with **EIT Community Officer metrics** and support the achievement of EIT Community Officers key performance indicators.

The EIT Community Officer activities are integrated into 4 work packages, each of them including mandatory and optional activities contributing to the achievement of the EITECO KPIs.

Mandatory activities are defined as per the RIS Implementation Framework (Updated 2025-2027) document and contribute to the KPI achievement.

4.1. Mandatory activities

Work package 1 – Administration/Coordination/Communication

Administration activities:

- Develop a good understanding of the EIT model and keep up-to-date with the KICs activities;
- Set up and maintain a physical space, in a city accepted by the Cross-KIC Strategic Regional Innovations Cluster and the EIT, after having consulted with or at least informed the national authorities in advance, where local stakeholders, including NCPs, can physically, walk-in to obtain information on, as well as gain access to the EIT Community, while additionally, aiding with the EIT's on-the-ground visibility and branding;
- Collaborate closely with the wider network of EIT Community Officers including by sharing information, good practices, collaborating on joint initiatives as well as any other activities which would support the EIT Community and the local innovation ecosystem
- Any other tasks mandated by the EIT Management which, in principle, supports the EIT RIS Hubs to contribute to the achievement of the EIT's Objectives and implementation of its Strategy and Annual Work Programmes.
- Form good working relations with the whole EIT Community, including the SRI Cluster.
- Review and report to the EIT Community Officer Coordinator via the Lead KIC SPOC of the EIT Community Officer.

Expected deliverables

- 5 photos of the 1 EIT Community Hub Office with relevant branding
- Attendance at 10 monthly ECO/SPOC meetings yearly (attendance list) and 1 ECO Annual Meeting or informal gathering
- Presentation of at least 1 good practice, joint opportunities (ppt slide deck, good practice case studies shared, templates to be used by other ECOs)
- 1 yearly Activity Plan, 4 quarterly review reports and 12 monthly briefing sessions, per year, with Lead KIC SPOCs
- Flash reports to EIT in case of events for which participation is mandated by EIT or with the participation of high-level EU, national government representative.

Coordination activities:

Local EIT Community coordination:

- Deploy and keep up-to-date the governance Memorandum of Understanding of the EIT Community Hub that sets up the working relations with all Members of the EIT Community Hub, including other EIT KIC Offices present in the same ecosystem nationally;

- In consultation with the Members of the EIT Community Hub, and other EIT KIC Offices present in the same ecosystem, establish a smooth and efficient working method which limits administrative burdens, while supporting their minimum functions;
- Design an appropriate work method and necessary tools for information sharing / coordination so as to facilitate continuous information exchange between the Members of the EIT Community Hub, and other EIT KIC Offices present in the same ecosystem nationally;
- To the greatest extent possible, and when appropriate, ensure a coordinated approach amongst the EIT KICs, Members of the EIT Community Hub, and other EIT KIC Offices, EIT Alumni Network towards national authorities including relevant NCPs and Managing Authorities;
- Identify the need for and facilitating the implementation of shared services for Hub Members with a view to improve efficiency;
- Facilitate and coordinate EIT Community branding efforts, sharing information and advising KICs and Community Members.

Local intelligence gathering:

- Maintain a fully updated understanding of the local innovation ecosystem, including its innovation needs and gaps;
- Build a strong working relationship with the key local innovation stakeholders, including relevant NCPs and other national authorities, in order to highlight to the national authorities, the added value of the EIT, and influencing the national position in FP10 negotiations. Also, liaise with representatives of other innovation support actions present in the local innovation ecosystem, including the local COST National Coordinators and the Enterprise Europe Network representatives, or the local EIT Alumni network amongst others;
- In cases where EIT Community support is not possible, refer local stakeholders to other support networks such those run by the national and regional authorities, Enterprise Europe Network, COST, or other support networks, such as those run by national and regional authorities, as well as those with which EIT has a Memorandum of Understanding (e.g. EPO, EUIPO, RCC);
- Provide support, in close cooperation with other Hub Members and potentially other EIT Community Officers, to the EIT and the EIT KICs with navigating the local innovation landscape, including by:
 - contributing to the development of EIT maps / ecosystem mapping;
 - identifying and regularly reporting (potentially based on a template to be provided by the Regional Innovations & Internationalisation Cross-KIC/EIT Community Cluster) on the most pertinent challenges observed in delivering EIT activities and achieving results on a national and / or regional level, including observed political climate shifts, important regulatory changes, or other factors seen as potentially impacting the execution of EIT activities and outcomes.
 - identifying and regularly reporting (potentially based on a template to be provided by the Regional Innovations & Internationalisation Cross-KIC/EIT Community Cluster) on identified unexplored potential opportunities and promising areas of growth, including shifts in policies or regulations, which encourage specific areas of promising development in terms of innovation.

- Coordinate the collection of local funding opportunities and relevant key national events and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub Members, and other EIT KIC Offices;
- At the request of the EIT KICs, support any necessary updating of the local Country-specific roadmap and support with its implementation, as appropriate;

Expected deliverables

Local EIT Community Coordination:

- 1 Memorandum of Understanding signed by all EIT Community Hub Members and updated, if needed
- Local intelligence gathering:
- 1 description document of the local innovation ecosystem, including needs and gaps, challenges observed in delivering EIT activities, unexplored opportunities (yearly updates)
- Report the engagement with National Authorities (including Ministries, NCP, etc) and the results of highlighting the EIT added value in the National and European innovation ecosystem.
- 1 database of key local innovation stakeholders (including EIT Community Members, NCP, local EIT Alumni Community and other innovation support actions (organisation, contact details, and engagement, including referrals to other innovation support actions) to be considered as the EIT/local ecosystem map
- Upon request, support to the KICs' update of the local Country-Specific Roadmap

Communication activities:

- Collect information to share through applicable channels related the EIT KICs' activities, events, results and opportunities of interest to local stakeholders with a view to their dissemination internally and externally;
- Coordinate and support local joint EIT Community communication efforts, including by managing and updating the EIT Community Hub website, in the local language, with information on EIT Community activities and opportunities, including dedicated sections targeted towards specific stakeholders, including, students, start-ups, national authorities and so on, as well as the EIT Community Hub social media channel;
- Organise a kick-off event (for newly established EIT Community Hubs)

Expected deliverables

- Country page in English and in the local language at the eit-ris.eu website, maintained by the RI&I Cluster and attracted 100 visitors yearly
- Social media analytics showing that the EIT Community Hub LinkedIn page increased the followers at least by 25% yearly; weekly 1 post in addition to the below mandatory posts linked to the KPIs and an average of 10 engagements per post

Work package 2 – Local Community Development for Innovation, Education, Business Creation

- Serve as a centralised contact gateway for local stakeholders to the EIT Community as a whole, and refer stakeholders to contact persons within other relevant EIT KICs, best suited to support their

needs and, and support applicants to RI&I Cluster or KIC calls, or when EIT Community offer is not available refer to other EU innovation support actions, such as COST, EUREKA, EEN, EPO, EUIPO, etc.

Expected deliverables

- Reports on submitted applications supported/facilitated by the ECO
- Personalised outreach monitoring excel filled in
 - Social media analytics showing 5 LinkedIn posts per RI&I strands with an average 10 engagements generated

Work package 3 – Business Development for Financial sustainability

- Coordinate the collection of local funding opportunities (public, private grants, sponsorship, investments, etc.) and bring these to the attention to the EIT KICs, the Members of the EIT Community Hub, and other EIT KIC Offices;
- Support the fundraising (public, private funding, investment, service sold) for Jumpstarter, Global Outreach and Regional Innovation Booster⁴ supported startups/scaleups
- Facilitate the purchase of Global Outreach Academy module or KIC innovation services, education programmes by local stakeholders
- Refer membership fee paying partners for KICs
- Facilitate the co-funding to, co-investment with KIC programmes

Expected deliverables

- 1 funding map as excel table with local funding opportunities (source of funding, target group of the local funding and contribution to the Financial Sustainability) and yearly update

Work package 4 – External fundraising for additional activities of the EIT Community Hub contributing to EIT KPIs

- Scout for and recommend to the EIT KICs opportunities to implement joint projects, including projects involving local authorities and institutions, financed through other EU / national / regional funds (including ESIF and IPA III) as well as local talent which could be supported via the portfolio of opportunities offered by the EIT Community;
- Contribute to, support and where appropriate, with the agreements of the EIT KICs, lead any horizontal exploratory efforts towards securing co-funding opportunities, including matching KIC thematic area with the local RIS3 priorities, securing meetings with relevant national / regional authorities and facilitate the preparation for the submission of joint proposals for national / regional funding in case of general EIT Community actions;

⁴ only applies to the RIB pilot countries

- Suggest and support, including, where appropriate and with the agreement of the EIT KICs, lead, the implementation of possible joint activities amongst the EIT KICs, to be implemented nationally and / or regionally, aligned with relevant RIS3 priorities;

Expected deliverables

- 1 copy of the joint project proposal submitted for ESIF or IPA III funding with value of at least 10K€
- 1 copy of the submitted proposal in relation to RIS3 priorities for national / regional funding with value of at least 10K€
-

4.2. Optional activities

Work package 1 – Administration/Coordination/Communication

- Participate in national policy dialogues in relation to the knowledge triangle
- Lead or support press announcements (in close alignment with the RI&I)
- Collect testimonials/impact stories
- Provide data on the local EIT-supported start-ups' development (such as new customers, external funding obtained etc.)

Work package 2 – Local Community Development for Innovation, Education, Business Creation

- Facilitating the organisation of EIT Community awareness-raising events
- Presentation of RI&I and KIC opportunities at external events by the EIT Community Officer or by the KIC or Cluster representative
- Website posts at external organisations facilitated by the ECO
- Personalised support with 1:1 advisory service (e.g.: coaching sessions)
- Promotion via newsletter posts (EIT Community Hub or third party)
- Public communication through programme-specific media mentions

Work package 3 – Business Development for Financial sustainability

- Arrangement of funding by the national authorities to reimburse membership fees for KIC partners
- Contacts for funding by the national authorities to pilot the EIT Regional Innovation Booster in a country (other than Poland, Malta, Hungary, Croatia)

Performance monitoring and assessment

The EIT Community Officers will be overall monitored and evaluated by the EIT Community Regional Innovation and Internationalisation (RI&I) EIT Community Cluster, although they will be supported by one lead KIC in each country, which will be responsible for contracting and monitoring the EIT Community Officer.

The performance of EIT Community Officers is measured through a unified and simplified evaluation and reporting system. The EIT Community Officer prepares yearly activity plans with quarterly planning of the activities, KPIs, metrics and insert the approved activities, metrics, KPIs to the online platform provided by the RI&I Cluster.

Monthly, the ECO updates its progress within the online platform of the RI&I Cluster and briefs the status of the implementation of the Activity Plan to the lead KIC SPOC in the monthly monitoring meeting.

Quarterly, the ECO reports are collected in the format of an appealing presentation and shared with lead KIC SPOCs. The lead KIC SPOC presents the quarterly results with traffic light assessment to the SRI Cluster Steering Committee and to EIT.

Assessment of the performance of the EIT Community Hub is both quantitative and qualitative and done quarterly, accumulating to a yearly final assessment.

Quantitative assessment:

Green light – Very Good (Score 3) - The KPIs and metrics are overperformed and **above** the minimum targets.

Yellow light – Fair (Score 2)- The KPIs and metrics are **equal to** the minimum targets.

Red light – Weak (Score 1)– The KPIs and metrics are **below** the minimum targets, and the deviation is not justified and there was no mitigation plan provided.

The quantitative assessment with the traffic light evaluation is done for each KPIs and metrics. And the average traffic light scores will provide a quantitative traffic light assessment.

Qualitative assessment:

For each KPI and for the Administration/Coordination/Communication activities, a qualitative assessment is performed as well.

Green light – Very Good (Score 3) - The implementation of the activities to reach KPIs and metrics in a very good quality, convincingly and successfully. Optional activities were also carried out. The deliverables and reports provided all the information and evidence needed, and there are no concerns or areas of weakness.

Yellow light – Fair (Score 2) – The activities were carried out in line with the objectives per target, although some small improvements could be still made. No optional activity was carried out. The report gives clear information on all or nearly all of the activities carried out.

Red light – Weak (Score 1) – The activities failed to reach the objectives of the KPIs or cannot be judged due to missing or incomplete information. No optional activity was carried out. The content of the report does not address the questions asked or gives very little relevant information.

A red light in the annual performance review in either the quantitative or qualitative assessments will need to be corrected during the following year. Two consecutive red light annual assessments will be evaluated by the Steering Committee of the KIC Cluster and might lead to cancellation of the contract.

Approved annual EIT Community Officer reports are to be added as annexes to the EIT Community Hub Annual report by the Lead KIC to provide an up-to-date description of the existing distribution and role of Community Hubs to the EIT.

Appendix 1. Glossary

Local EIT Community Stakeholder– All stakeholders having a connection to EIT (partners, supported organisations, student Alumni, local authorities, etc.) in the country.

EIT Community Hub Member – Signatory entities of the governance MoU among KIC CLCs, EIT KIC local representatives and EIT national contact point (NCP).

EIT KIC partner – Official partner of an EIT KIC

Lead – An individual or organization that has shown interest in a programme, product or service who can be considered a potential customer (paying member, service purchaser for KICs or Global Outreach, investors or funding agency for startups/scaleups). The lead is not yet a confirmed customer, but a promising prospect due to their initial engagement with a meeting between relevant representatives (warm introduction) or by filling out dedicated form expressing interest.

Key Performance Indicators (KPIs) – The measurable indicators tied to strategic objectives of the EIT Community Officer

Metrics – Measurable value that indicates the performance of the activities leading to reaching KPIs or executing mandatory activities.

Deliverable – Concrete evidence produced to prove that an activity has been carried out as required (document, log, lists, etc.).

Appendix 2. EIT Core KPIs

The [EIT Simplified Impact Framework | EIT](#) lists the EIT Key Performance Indicators. There are 37 EIT KPIs relevant to all KICs and 61 specific societal impact KPIs to be achieved by all 9 KICs in their thematic areas. EIT Community Officers are expected to raise non-EIT funds for local activities in the country directly or indirectly contributing to the EIT core KPIs listed⁵ below and not overlapping with activities in WP1 and WP2:

[EITHE02] Innovations launched on the market with sales revenue of at least 10 000 EUR documented.

The list is for reference only, and the EIT Impact Framework in effect shall supersede in the event of any inconsistency.

[EITHE04] Start-ups created for the purpose of an innovation project to organise and support the development of an asset having financial transactions of at least 10 000 EUR.

[EITHE05] Start-ups created by students enrolled and graduates from EIT-labelled programmes

[EITHE06] Investment attracted by KIC-supported start-ups and scale-ups

[EITHE07] Graduates from EIT-labelled programmes

[EITHE11] Financial Sustainability (FS)

[EITHE22] Number of new and established KIC Partners from RIS countries

Annex 6. Proven experience of the proposed expert

Proven experience	Number of experiences	
1. Proven experience of previous or current awarded European Union projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert.	Number of awarded projects/tenders:	Out of them, how many are related with business creation, innovation or education?
2. Number of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert as speaker or moderator.		
3. Proven experience managing an EIT RIS Hub (or equivalent innovation body) in [Country] with involvement of the proposed expert.		

Please provide the required information for all experiences

1. Proven experience of previous or current European Union projects/tenders (like Horizon Europe, Digital Europe, or Interreg) including ESIF and IPA programmes with involvement of the proposed expert. (please copy-paste the table):

Project/Tender title:	
Funding/procuring organisation:	
Type of funding/procuring organisation (please underline):	European, national, regional or local
Topic (please underline)	business creation, innovation, education or others

Funding programme, in case of grant (please underline)	Horizon Europe, Digital Europe, Erasmus, ESIF, IPA or others (if others, please specify:)
If available, project/tender award decision webpage link (showing the supplier name):	
Role of the supplier and the proposed expert in the project/services provided (max. 1000 characters):	

2. Number of prior events organised with the involvement of EIT KICs (or comparable European innovation bodies) participated by the proposed expert as speaker or moderator. (please copy-paste the table):

Title of the event:	
Topic:	
Place and date:	
Link to the agenda (if online) or copy paste it here:	
Role of the supplier and the proposed expert in the project/services provided (max. 1000 characters):	

3. Proven experience managing an EIT RIS Hub (or equivalent innovation body) in [Country] with involvement of the proposed expert. (please copy-paste the table)

Name of the EIT KIC (or equivalent innovation body) that was represented	
Years of operation:	
Link (if online) or any other proof of the award, like a reference letter from the KIC.	
Involvement/role of the proposed expert in the representation (max. 1000 characters)	

Annex 7. Declaration of Honour

Declaration on honour on exclusion criteria and selection criteria

A. Declaration on honour on exclusion criteria

The undersigned _____ representing the following legal person:

Full official name: _____

Official legal form: _____

Statutory registration number: _____

Full official address: _____

VAT registration number: _____

Referred to below as **‘the person’**

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority⁶,

⁶ The same EU institution, agency, body or office.

provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – Situations of exclusion concerning the person

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	☐	☐
(b) it has been established by a final judgement or a final administrative decision that the person 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 judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes 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 eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
(ii) entering into agreement with other persons or entities 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 award procedure;	☐	☐
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	☐	☐
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	☐	☐
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	☐	☐
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	☐	☐
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or	☐	☐

investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;		
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	☐	☐
(h) <i>(only for legal persons)</i> it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g).	☐	☐
(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ⁷ :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	☐	☐
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	☐	☐
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
iv. subject to information transmitted by Member States implementing Union funds;	☐	☐
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	☐	☐
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to	☐	☐

⁷ The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.		
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II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable when the tenderer/candidate is a natural person, a Member State or a local authority

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the person, or who has powers of representation, decision or control with regard to the person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	☐	☐	☐
Situation (1)(d) above (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (1)(e) above (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (1)(f) above (irregularity)	☐	☐	☐
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	☐	☐	☐

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

Not applicable when the tenderer or candidate is a natural person, a Member State, a local authority or legal persons with limited liability

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	☐	☐	☐
Situation (b) above (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – Other grounds for rejection from this procedure

(5) declares that the person:	YES	NO
was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	☐	☐

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence, which illustrates the

remedial measures taken, must be provided in annex to this declaration. This does not apply for situations referred in point (1) (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

- For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.
- For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority⁸. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

⁸ The same institution or agency.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. Declaration on honour on selection criteria

I – Selection criteria

Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors and entities on whose capacity the tenderer intends to rely if applicable:	YES	NO
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	☐	☐
(b) is not subject to conflicting interests which may negatively affect the contract performance.	☐	☐

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

Selection criteria applicable individually to the involved entities of the tenderer/candidate- individual assessment

(to be filled individually by all members in case of a joint tender/request to participate and subcontractors)

The person, being a member of a joint tender/request to participate or a subcontractor, submitting a request to participate/tender for the above procedure, declares that:

the above-mentioned person complies with the selection criteria applicable to it individually:	YES	NO	N/A
(a) has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 4.2.2. of the tender specifications;	☐	☐	☐
(b) fulfills the applicable economic and financial criteria indicated in section 4.2.3. of the tender specifications;	☐	☐	☐
(c) fulfills the applicable technical and professional criteria indicated in section 4.2.4. of the tender specifications.	☐	☐	☐
(d) is not subject to conflicting interests which may negatively affect the contract performance.	☐	☐	☐

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

II – Evidence upon request

The person must be able to provide the selection criteria supporting documents listed in the relevant sections of the tender specifications.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority⁹. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

C. Declaration on honour on established debt to the union

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including each member of the group in case of joint tender/request to participate, subcontractors,	YES	NO
does not have an established debt to the Union.	☐	☐

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

⁹ The same institution of agency.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name:

Date:

Signature:

The declaration is to be signed with:

1. *Electronic signature (recommended option);*

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- *DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.*
- *EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List:
<https://webgate.ec.europa.eu/tl-browser/#>*

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. *Handwritten signature:*

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.