



Request for proposals

**2026 Annual Partner Meeting – Vienna – Event
Services**

29.09.2026

Procedure timeline

Step	Date
Opening of the procedure / RFP sent	Tuesday 29 September 2026
Deadline for clarification questions	Friday 2 October 2026, 18:00 Brussels time
Final answers to questions shared	Tuesday 6 October 2026
Closing / submission deadline	Friday 9 October 2026, 18:00 Brussels time
Administrative + technical evaluation	12–13 October 2026
Internal approval of award decision	Wednesday 14 October 2026
Notification of Award	Thursday 15 October 2026
Appeal / standstill period	16–19 October 2026 (3 calendar days; starts the day after Notification of Award)
Award finalised	Tuesday 20 October 2026
Signature of Framework Agreement(s)	From Tuesday 20 October 2026, provided no appeal is pending
Supplier kick-off	Immediately following signature / as agreed
Event delivery	December 2026 – 9 & 10 December

Type of procedure	Maximum contract value	Contract structure
Competitive Procurement – RFP divided into lots	Up to EUR 65,000 excl. VAT in total across all lots	Framework Agreement(s); no minimum purchase commitment

Indicative budget by lot

Lot	Service	Ceiling excl. VAT
1	Catering Services	EUR 25,000
2	AV and Technical Support	EUR 18,000
3	Event Technology and Digital Event Support	EUR 7,000
4	Stage and Event Production	EUR 15,000
	TOTAL	EUR 65,000

All questions and proposals must be submitted [here](#).

Summary

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3. The objectives
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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 innovation ecosystem.

- Empower and connect creatives and innovators across Europe and contribute to a more resilient, sustainable and transformational sector.
- Unlock value through technology transfer, cross-sectoral collaboration and stronger integration across 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.

For the purposes of this Request for Proposals, EIT Culture & Creativity is referred to as "EIT CC".

2. The organisation and event context

EIT CC is organising its 2026 Annual Partner Meeting in Vienna, Austria, on 9-10 December 2026. The meeting will bring together EIT CC partners and relevant stakeholders for strategic exchange, collaboration, networking and programme-related activities.

The event venue is MuseumsQuartier, Vienna. The venue is a fixed condition for this procurement and is outside the scope of this RFP. Tenderers shall prepare their offers on the basis that the services will be delivered at MuseumsQuartier and shall coordinate all relevant operational, technical, catering, access, safety and logistics requirements with EIT CC and the venue.

Staff accommodation is outside the scope of this procurement and will be handled through the respective travel budgets and applicable travel procedures. Speaker and expert

engagements are also outside the scope of this RFP and will be handled separately where applicable.

The procurement is divided into four lots. Tenderers may submit a proposal for one lot only, for several lots, or for all lots. There is no requirement to submit a proposal for all lots. Each lot will be evaluated and awarded separately, and EIT CC may award different lots to different tenderers.

3. The objectives

The objective of this procurement is to appoint one or more qualified service providers capable of delivering high-quality, reliable and coordinated event services for the 2026 Annual Partner Meeting in Vienna within the available budget and the operational constraints of the fixed venue.

OBJECTIVE 1 – PROFESSIONAL EVENT DELIVERY

Ensure timely preparation, set-up, testing, live delivery and dismantling, supported by qualified personnel, reliable equipment and suitable back-up arrangements.

OBJECTIVE 2 – EFFECTIVE VENUE AND SUPPLIER COORDINATION

Ensure close coordination with EIT Culture & Creativity, MuseumsQuartier and suppliers appointed under other lots, with clear interfaces, responsibilities and escalation channels.

OBJECTIVE 3 – VALUE FOR MONEY

Deliver the required quality and functionality through transparent, complete and proportionate pricing within the maximum aggregate value.

OBJECTIVE 4 – SUSTAINABLE AND RESPONSIBLE DELIVERY

Apply appropriate sustainability, accessibility, waste-reduction and responsible-delivery practices, while complying with applicable legal, safety and venue requirements.

4. The services

The services are divided into four lots. Tenderers may submit a proposal for one lot only, for several lots, or for all lots. There is no requirement to bid for all lots. A separate technical

and financial proposal shall be provided for each lot bid. Each lot will be evaluated and awarded separately, and EIT CC may conclude a separate Framework Agreement with the successful tenderer for each awarded lot.

MAXIMUM VALUE: The maximum aggregate value of this procurement is EUR 65,000 excluding VAT across all lots combined. The indicative maximum budget allocated to each lot is set out below. EIT CC reserves the right not to use the full amount allocated to any lot. The indicated amounts are maximum budget ceilings and do not represent a guaranteed purchase volume or minimum commitment under any Framework Agreement.

Lot	Service	Indicative maximum budget (excl. VAT)
Lot 1	Catering Services	EUR 25,000
Lot 2	AV and Technical Support	EUR 18,000
Lot 3	Event Technology and Digital Event Support	EUR 7,000
Lot 4	Stage and Event Production	EUR 15,000
TOTAL		EUR 65,000

LOT 1 — CATERING SERVICES

- Coffee breaks, water and non-alcoholic refreshments for the agreed programme.
- Lunch service and, where requested, reception and/or dinner catering.
- Menu planning, including vegetarian, vegan and common dietary/allergen requirements.
- Clear allergen information and suitable labelling.
- Service personnel, set-up, replenishment and clearing.
- Crockery, glassware, cutlery, serving equipment, linen and related items where not supplied by the venue.
- Coordination with the venue concerning catering permissions, kitchens, delivery windows, storage, access and waste handling.
- Sustainable catering practices, including waste reduction and avoidance of unnecessary single-use items where feasible.
- Final quantities and service times to be confirmed by EIT Culture & Creativity before the event.

LOT 2 — AV AND TECHNICAL SUPPORT

- Audio systems appropriate to the final room configuration and participant numbers.
- Wireless and wired microphones as required.
- Presentation of display, projection and/or LED solutions appropriate to the venue and programme.
- Preparation of laptops, clickers, confidence monitors, cabling, adapters and signal distribution as required.
- Technical set-up, testing, rehearsals, live operation, and dismantling.
- On-site AV technicians throughout the agreed production and live programme periods.
- Playback and integration of presentation, video, and audio content.
- Technical coordination with speakers, moderators, EIT Culture & Creativity, the venue and other suppliers.
- Back-up arrangements for critical equipment and technical continuity.
- Recording, streaming, or remote-participation solutions where expressly requested in the final operational brief.

LOT 3 — EVENT TECHNOLOGY AND DIGITAL EVENT SUPPORT

- Participant-facing event technology required for programme delivery or interaction.
- Audience engagement tools such as live polling, Q&A or digital participation solutions where requested.
- Integration of digital event tools with registration outputs, presentation systems or content displays where applicable.
- On-site technical operation and troubleshooting of supplied event technology.
- Testing and integration with venue connectivity and the AV environment.
- Licences, devices, software, connectivity assumptions and third-party dependencies clearly identified in the offer.
- Appropriate data-protection and information-security measures for participant-facing digital tools.
- Technical support and contingency arrangements throughout the agreed event period.
- Pos-event video production – Recording of the event & interviews

LOT 4 — STAGE AND EVENT PRODUCTION

- Stage, risers, lectern and related stage infrastructure where required and not supplied by the venue.
- Stage/set concept, production and installation consistent with EIT Culture & Creativity branding and venue conditions.
- Furniture and event-production elements not supplied by the venue.
- Event signage & materials printing
- Production planning, technical drawings, schedules and run-of-show support where relevant.
- Production manager or equivalent on-site coordination role.
- Installation, build, strike and removal of supplied production elements.
- Coordination of load-in/load-out, access, safety and interfaces with the venue and suppliers under other lots.
- Compliance of all supplied structures, equipment and materials with applicable safety requirements and venue rules.

CONTRACT DURATION

Each Framework Agreement is expected to have an initial duration of twelve (12) months from signature. The principal operational requirement under this procurement is delivery of the 2026 Annual Partner Meeting in Vienna. No extension option is included unless expressly introduced by EIT Culture & Creativity before the submission deadline.

SERVICE MODEL

- one Contract Lead / authorised commercial contact;
- one Operational or Production Lead appropriate to the lot;
- identified on-site personnel with relevant experience;
- an escalation contact;
- back-up personnel and continuity arrangements appropriate to the services.

OUT OF SCOPE

- event venue rental/procurement;
- staff hotel accommodation and individual travel costs;
- speaker/expert fees and expert engagements;

- services or quantities not expressly requested by EIT Culture & Creativity under the relevant Framework Agreement.

5. The process workflow

The selected provider(s) shall deliver the services through a structured event-delivery workflow designed to ensure readiness, coordination, accountability and reliable execution. The phases below reflect EIT Culture & Creativity expected operating model and minimum service expectations.

Phase 1 — Contract Award and Mobilisation

Establish governance, contacts, event dates, venue interfaces and the initial implementation plan.

Phase 2 — Operational and Technical Planning

Confirm quantities, equipment, staffing, logistics, venue dependencies, risks and contingency arrangements.

Phase 3 — Final Production Preparation

Confirm run-of-show, service timings, content/equipment/menu requirements, access and load-in schedules, and final readiness.

Phase 4 — On-site Build, Testing and Rehearsal

Complete installation, set-up, systems testing, rehearsals and resolution of issues before live delivery.

Phase 5 — Live Event Delivery

Deliver the contracted services, maintain on-site coordination, manage incidents and implement only changes authorised by EIT CC.

Phase 6 — Dismantling and Closure

Complete strike/load-out, restore venue areas, reconcile authorised quantities and provide final invoicing and closure information.

Supplier-Proposed Delivery Methodology

Tenderers may propose an alternative delivery methodology where it improves service quality, efficiency, sustainability or risk management, provided that all mandatory requirements and deliverables remain fully covered. Any proposed enhancement or alternative shall be clearly distinguished from the mandatory requirements.

6. Timeline

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Framework Agreement signature	From Tuesday 20 October 2026, provided no appeal is pending
Event delivery	December 2026 – 9 & 10 December

Questions may be submitted by email until Friday 2 October 2026 at 18:00 Brussels time. Final answers will be shared by Tuesday 6 October 2026 and, where the RFP is published on the EIT Culture & Creativity website, the questions and answers shall also be published there so that all potential bidders have access to the same information.

7. The evaluation

Proposals received before the submission deadline will be evaluated by the Evaluation Committee. Each lot will be evaluated separately. Evaluation will follow the Most

Economically Advantageous Tender (MEAT) principle, considering both quality and price. Scoring shall be performed on a 0–10 scale for each criterion and weighted as follows.

Criterion	Description	Weight
1. Technical methodology, delivery model and workflow	Quality and feasibility of the proposed solution, planning, venue/supplier coordination, risk management and contingency arrangements.	35%
2. Relevant experience and expertise	Comparable event experience, capacity, equipment/resources and service continuity.	20%
3. Proposed team and qualifications	Suitability of key personnel, team structure, on-site staffing, availability and back-up arrangements.	15%
4. Service management, sustainability and added value	Responsiveness, quality assurance, sustainability, accessibility and useful added value.	10%
5. Financial proposal (price)	Total evaluated price, completeness and transparency of pricing and overall value for money.	20%

Total: 100%

Minimum technical quality threshold: Tenderers must obtain a minimum weighted score of 70/100 across criteria 1–4 before financial evaluation is applied. Proposals below this threshold may be excluded from further consideration for the relevant lot.

Clarification and negotiations: EIT CC reserves the right to request clarifications or enter negotiations in accordance with the applicable procurement procedure. No clarification may modify the fundamental elements of the proposal.

Award: Each lot shall be evaluated and awarded separately. A tenderer may be awarded one, several or all lots. EIT CC may award different lots to different tenderers. Award

remains subject to compliance with all mandatory requirements, the applicable lot ceiling and the EUR 65,000 aggregate maximum procurement value.

8. The offer from the tenderer

Tenderers shall submit a complete proposal in English and in electronic format (PDF). Tenderers bidding for multiple lots shall clearly separate the technical and financial information applicable to each lot.

A. Administrative Documents

- full legal name, registered address, company registration number and VAT number;
- authorised representative and proposal contact details;
- signed Tenderer's Declaration / Declaration of Honour;
- conflict-of-interest declaration;
- identification of subcontractors, if any;
- confirmation of the lot(s) bid;
- confirmation that the tenderer has reviewed the Framework Agreement.

B. Technical Proposal

- Executive summary and understanding of EIT Culture & Creativity objectives;
- methodology and service-delivery approach;
- venue and cross-supplier coordination approach;
- team structure, key personnel, on-site staffing and back-up arrangements;
- relevant experience and at least three relevant references;
- implementation/event-preparation timeline;
- risk and contingency arrangements;
- sustainability and accessibility measures;
- assumptions and dependencies;
- optional value-added elements clearly distinguished from mandatory scope.

C. Financial Proposal

- separate pricing for each lot bid;
- prices in EUR excluding VAT, with VAT shown separately where applicable;
- all costs required for delivery, including supplier personnel travel/accommodation where necessary;

- unit rates and quantities where applicable;
- equipment, transport, installation, dismantling, logistics, licences and other delivery costs where relevant;
- optional services and third-party/pass-through costs identified separately;
- all assumptions and exclusions;
- offer validity of at least ninety (90) calendar days.

The maximum aggregate value of all Framework Agreements awarded under this RFP is EUR 65,000 excl. VAT across all lots combined. For financial evaluation, the applicable indicative maximum budget is: Lot 1 - EUR 25,000; Lot 2 - EUR 18,000; Lot 3 - EUR 7,000; Lot 4 - EUR 15,000. Tenderers may bid for one, several or all lots, but must provide separate pricing for each lot bid.

D. Proposal Format

- one administrative submission;
- one clearly structured technical proposal, with separate sections for each lot bid;
- one separate financial proposal, with separate pricing for each lot bid;
- all required declarations.

No costs incurred by tenderers in preparing, submitting, presenting, clarifying or negotiating their proposal shall be reimbursed.

9. General terms and conditions

- All proposals and supporting documentation shall be treated as confidential and processed only for the purposes of this procurement procedure.
- Personal data exchanged in connection with the procedure shall be processed in accordance with applicable data protection legislation, including GDPR.
- Tenderers shall protect confidential information received from EIT CC and shall not disclose it without prior written approval except where required by law.
- The selected tenderer(s) shall comply with applicable laws, venue rules, health and safety requirements and data-protection obligations.
- The final Framework Agreement attached to this RFP shall constitute the contractual basis for the award of the relevant lot.

- Any contractual reservation or deviation must be expressly disclosed in the offer in accordance with Section 12.
- EIT CC may suspend, amend, cancel or discontinue the procedure and/or decide not to award one or more lots in accordance with the applicable procurement procedure.
- Submission of a proposal creates no entitlement to award, compensation or reimbursement.
- The resulting Framework Agreement(s) shall be non-exclusive.

10. Appeal procedure

1. Submission of appeal: Interested parties wishing to lodge an appeal must do so in writing within the applicable standstill period following the Notification of Award.

2. Content of appeal: The appeal must identify the alleged procedural irregularity, supporting evidence where available, and the appellant's contact information.

3. Review: The appeal will be reviewed in accordance with EIT CC's applicable procurement procedure by the designated impartial reviewer(s).

4. Contract signature: Where required under the applicable procedure, signature of the affected Framework Agreement will be suspended until the appeal is concluded.

5. Decision: The outcome of the review will be communicated in writing in accordance with the applicable procedure.

11. Conflict of Interests

Tenderers must avoid any situation in which the impartial and objective implementation of the procurement or services could be compromised by a direct or indirect interest. Any actual, potential or perceived conflict of interest must be disclosed to EIT CC without delay.

- Tenderers shall not seek or obtain exclusive information creating an unfair advantage.
- Tenderers shall not contact members of the Evaluation Committee to obtain additional or exclusive information.
- Proposals shall be prepared independently and without collusion or anti-competitive practices.

- Any irregularity identified during the procedure shall be reported to the designated RFP contact.

12. Contract

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

The contract structure is expected to operate as follows:

- Framework Agreement governing the overall commercial and legal relationship for the awarded lot;
- this RFP attached as a contractual annex;
- the winning tender attached as a contractual annex;
- individual purchase orders, statements of work and/or operational service requests issued during execution where required.

Each Framework Agreement shall enter into force upon signature by both Parties and is expected to have an initial duration of twelve (12) months. The Framework Agreement does not create a minimum purchase commitment or guaranteed volume.

Maximum aggregate value: EUR 65,000 excl. VAT across all Framework Agreements concluded under this RFP, with indicative maximum lot ceilings of EUR 25,000 for Lot 1, EUR 18,000 for Lot 2, EUR 7,000 for Lot 3 and EUR 15,000 for Lot 4. These ceilings do not create any minimum purchase commitment or guaranteed volume.

Tenderers are expected to review the Framework Agreement before submitting their proposal. Any requested deviation, reservation, limitation, amendment, exception or alternative contractual wording must be expressly identified in a dedicated section titled "Contractual Deviations and Assumptions", including the relevant article/reference, proposed wording and justification.

Annexes

- Annex 1 – EIT CC Framework Agreement template
- Annex 2 – Tenderer's Declaration / Declaration of Honour

Annex I

FRAMEWORK AGREEMENT EIT CULTURE AND CREATIVITY – (insert the legal name of the services provider) _____

This Framework Agreement (the "Agreement") is entered into by and between

EIT Culture & Creativity GmbH, a private limited liability company, having its registered office and place of business at Im Mediapark 5, 50670 Cologne, Germany, registered with the commercial register of the local court of Cologne under HRB 114847 and with VAT number DE361355333, legally represented herein by [Anette Schäfer], acting as [managing director] (Hereinafter referred to as "EIT CULTURE & CREATIVITY" and/ or the Party),

And

_____. with registered address at _____,
_____ and registered under _____ and with Vat Nr:
_____ herein represented by Mr. _____, acting
as (hereinafter referred to as the "Contractor" and/or the Party)

(Hereinafter when referred collectively as to "the Parties")

WHEREAS EIT CULTURE & CREATIVITY is a European innovation community that supports collaboration between education, research, business, and the cultural and creative sectors to foster innovation, entrepreneurship, and skills development across Europe.

WHEREAS EIT CULTURE & CREATIVITY requires that Contractor provides certain services to support in _____, as further defined in the article 2 and in the attached Annexes I (RFP) and II (Tender). To obtain said services and/or products, EIT CULTURE & CREATIVITY has conducted a procurement procedure in accordance with its own procurement policy in which it launched a request for proposal (RFP) for the assignment: " _____ " (hereinafter "the Assignment")

WHEREAS Contractor has submitted its offer on _____ 20[.] - (hereafter referred to as the Tender). The Tender of the Contractor meets the requirements set by EIT CULTURE & CREATIVITY and said proposal was scored as the offer which is expected to obtain the Best Value for Money.

WHEREAS Contractor agrees to perform the Assignment, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Article 1.- DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

Agreement – This Framework agreement under which the Sub-assignments will be executed in accordance with the RFP.

Annex(es) – Integrated part(s) of this Agreement as documented in an attachment to this Agreement.

Assignment – The complete services and products that Contractor will deliver in accordance with the RFP and the Agreement. The Assignment is explicitly described in article 2 and in the Appendixes for the details.

Confidential Information - Any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms and conditions of this Agreement, including prices, are Confidential Information of both Parties.

Consortium – A group of legal entities in the capacity of Contractor who are jointly and severally liable for the performance of the Assignment.

Contractor – The legal entity (or entities in a Consortium) that submitted the winning Tender in accordance with the Assignment and corresponding requirements as formulated in the RFP.

PA (Partnership Agreement) - The agreement between EIT CULTURE & CREATIVITY and the European Institute of Innovation and Technology. The FPA lays down the conditions under which EIT CULTURE & CREATIVITY and the European Institute of Innovation and Technology work together, with respect to organizing the KIC Activities and receiving the funding from the European Institute of Innovation and Technology.

Legal representative – The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

CLCs – Co-location centres of EIT CULTURE & CREATIVITY

RFP (Request for Proposal) – Underlying document with which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

RFP documents – All documents (including the RFP) that are provided by EIT CULTURE & CREATIVITY during the procurement procedure.

Service(s) and/or Products – Requested services and/or products as defined in this Agreement and its Appendices which will lead to achieving the defined goals.

GA – (Grant Agreement) The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to EIT CULTURE & CREATIVITY.

Sub-assignment – Detailed (partial) assignments within the scope of the Assignment on which the provisions of the Agreement are applicable. The execution of Sub-assignments will always be preceded by consultation of Parties and an order confirmation and will be reflected in a Statement of Work.

Tender/ Proposal – The winning offer of the Contractor on which EIT CULTURE & CREATIVITY determined this offer to be the offer which provides the best value for money.

Third parties – All parties except: EIT CULTURE & CREATIVITY, Contractor and all their affiliated entities.

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT CULTURE & CREATIVITY.

Article 2.- SCOPE OF AGREEMENT AND SERVICES

2.1 This Agreement applies to all Services to be rendered by the Contractor to EIT CULTURE & CREATIVITY as further described in the Tender and in the Sub-assignments following from this Agreement. The main objective of the Assignment is:

Describe generally the title of the assignment

Further details on the scope of work of the current Framework Agreement can be found in Annex I (RfP).

2.2 EIT CULTURE & CREATIVITY may, based on this Agreement, provide Contractor with an order to perform Sub-assignments (additional services as described in the RFP documents and the Tender). This Agreement applies to all Services to be rendered by the Contractor to EIT CULTURE & CREATIVITY as further described in future specific contracts/statements of work, and which will form annexes to this Agreement. The statement of work template is attached as Annex III.

Any specific RFP will result in a separate specific contract (Statement of Work) for specific Services to be rendered between EIT CULTURE & CREATIVITY and Contractor. The specific Statement of Work will provide the detailed arrangements for the Services to be rendered thereunder.

2.3 The following documents (attached as Annexes to this Agreement) are an integral part of this Agreement. The Parties agree that all provisions on Contractors forms shall not apply. To the extent there is a conflict between these documents the order of precedence shall be as follows, with the first-mentioned document prevailing:

- a. The Agreement:
- b. Request for Proposals (RFP) - Annex I
- c. The Tender as submitted on – Annex II
- d. SoW Template/ First Statement of Work – Annex III

d. Declaration of honour Annex IV

2.4 Modifications or amendments to this Agreement shall only be valid if they are explicitly foreseen in the original RFP documents and do not alter the fundamental nature of the contract. Any such modifications require prior written approval from both Parties. Additionally, any modification to this Agreement exceeding ten percent (10%) of the original contract value shall require a formal contract amendment, which must be reviewed and approved by EIT CULTURE & CREATIVITY's Legal Manager. Furthermore, the cumulative value of multiple modifications shall not exceed fifty percent (50%) of the original contract value without initiating a new procurement process.

Article 3.- TERM

3.1 This Agreement has a duration of one year and starts on _____ (hereinafter: "the Effective Date").

3.2 This Agreement will be effective as of the Effective Date and shall remain in effect until _____ ("Initial Term").

3.3 This Agreement may be renewed by EIT CULTURE & CREATIVITY for two (2) consecutive twelve (12) month periods ("Renewal Term") up to a total of 3 (three) years giving Contractor written notice thirty (30) days prior to the expiration of the Initial Term or any Renewal Term..

3.4 For the avoidance of doubt, the continuation of the Agreement after its expiry, without an express written renewal according to Section 3.3, cannot be interpreted as a renewed commitment from EIT CULTURE & CREATIVITY.

Article 4.- PERFORMANCE OF THE SERVICES – REPORTING

4.1 Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.

2. Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.

3. Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment.

4. Contractor will make a tailored offer (regarding the expected number of deployment hours) for each Sub-assignment in which it will provide EIT CULTURE & CREATIVITY with multiple scenarios (at least two) regarding the level of expertise, so EIT CULTURE & CREATIVITY can make an educated choice with regard to the deployment of the experts (on junior or senior level). For the remainder Contractor will, when carrying out the Assignment,

take reasonable wishes (amongst which but not limited to wishes regarding the deployment of junior or senior employees) of EIT CULTURE & CREATIVITY into account where possible.

5. Tailored offers with regard to Sub-assignments for copy/printing/"repro" activities can be challenged by EIT CULTURE & CREATIVITY. EIT CULTURE & CREATIVITY is not obligated to assign these activities to Contractor.

6. It is the responsibility of Contractor to further adjust the execution of the Assignment to changing conditions. Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with EIT CULTURE & CREATIVITY in a timely matter.

7. Contractor shall immediately notify EIT CULTURE & CREATIVITY of the (partial) completion of a Sub-assignment if EIT CULTURE & CREATIVITY would otherwise not be aware of it.

8. Contractor reports monthly to which extent issues have occurred during the execution that influence the execution of the Assignment, and which are outside its control and responsibility.

9. EIT CULTURE & CREATIVITY may, at any time during the progress of the Services, require additions, deductions, or deviations (all hereinafter referred to as a "Change") of the Services. All Change requests must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.

10. Contractor shall comply with all guidelines provided by EIT CULTURE & CREATIVITY for the implementation of services described in the specific RFP.

11. Submissions by Contractor of all deliverables indicated in the Agreement shall be considered as Contractor's report of services rendered. The deliverables and reports on progress of deliverables shall be submitted by e-mail on a weekly basis, alongside regular update calls.

12. Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed manner and are carried out properly and completely. The Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays or other reasons for the absence of personnel engaged for the services. Contractor will immediately take the necessary measures to make the required facilities and/ or the deployment of replacement personnel, as the case may be.

13. The Contractor shall refrain from changing key personnel during the execution of this Agreement. If key personnel will have to be replaced, Contractor shall consult with EIT CULTURE & CREATIVITY regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with Contractor. Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.

Article 5.- REMUNERATION, PAYMENT AND TAXES

1. Remuneration

1. The applicable hourly rates for the services are indicated in the Tender such as submitted by Contractor on _____.
2. These rates are fixed and specified by Contractor in Euros and excluding VAT.
3. Additional services will not be paid for unless the RFP documents contain an explicit possibility to do so, EIT CULTURE & CREATIVITY gave an additional order, and Parties have given their written prior consent on the scope and price of the additional services.
4. Fees may be adjusted as indicated in the Tender for the first time at the first Renewal Term of this Agreement provided that the increases of fees can't exceed 5% from the previous term of this Agreement and provided that fee reductions are reviewed annually.
5. Contractor provides detailed statements regarding the services rendered and for the time spent by its employees. This shall only apply for change requests or additional functional support outside the scope of the current Assignment.

2. Payment

5.2.1 The remuneration mentioned in article 5.1 will be specified and invoiced at the end of every month. Contractor will render the invoices for the Services performed following the conditions in the specific Statement of Work.

5.2.2 EIT CULTURE & CREATIVITY shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the specific RFP. A "correct" invoice is an invoice that meets EIT CULTURE & CREATIVITY's invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the services ordered and provided. If the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.

5.2.3 In the event of payment default of EIT CULTURE & CREATIVITY, Contractor shall be entitled to claim interest at the statutory default interest rate.

5.2.4 EIT CULTURE & CREATIVITY is entitled to suspend payment of invoices in case of alleged material misstatement of the facts. In this case, EIT CULTURE & CREATIVITY has to object to Contractor's invoice before expiry of the payment period or within 30 days of direct debit. In that case Contractor will remain liable for the execution of the Agreement.

5.2.5 Invoices shall be paid electronically by EIT CULTURE & CREATIVITY to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the EIT CULTURE & CREATIVITY thirty (30) days prior written notice.

3. Taxes

5.3.1 Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Agreement.

5.3.2 Except as otherwise provided in this Agreement, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be solely liable for Taxes based on Contractor's net or gross income. Contractor shall indemnify and hold EIT CULTURE & CREATIVITY harmless from its failure to make payment of such Taxes.

5.3.3 The prices set forth in the Tender do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

5.3.4 EIT CULTURE & CREATIVITY shall be responsible for any applicable sales taxes ("Transfer Taxes") with respect to the prices paid for the Services and shall reimburse Contractor for any such Transfer Taxes paid by Contractor on EIT CULTURE & CREATIVITY behalf. Contractor will not charge an otherwise applicable Transfer Tax if the Services are exempt from Transfer Tax.

Article 6.- INDEMNITY LIABILITY AND INSURANCE

6.1. The Services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with EIT CULTURE & CREATIVITY on time. Contractor indemnifies, holds harmless and defends the EIT CULTURE & CREATIVITY against all claims in this regard.

6.2. The EIT CULTURE & CREATIVITY shall be liable without limitation for damages resulting from injury to life, limb, or health caused by intentional or negligent breach of duty by EIT CULTURE & CREATIVITY or its vicarious agents. EIT CULTURE & CREATIVITY shall also be liable without limitation for other damages resulting from intentional or grossly negligent breaches of duty by EIT CULTURE & CREATIVITY or its vicarious agents.

EIT CULTURE & CREATIVITY shall only be liable for damages and financial loss resulting from a simple negligent breach of essential contractual obligations (*Kardinalpflichten*) to the extent that such damage was foreseeable at the time the respective contract was concluded and is typical for this type of contract; essential contractual obligations (*Kardinalpflichten*) are those whose fulfillment characterizes the contract and on which the provider may reasonably rely. Otherwise, liability is excluded.

To the extent EIT CULTURE & CREATIVITY's liability is limited or excluded, the limitations or exclusions also apply to the personal liability of EIT CULTURE & CREATIVITY's employees, legal representatives, and vicarious agents.

The limitations and exclusions of liability pursuant to this section 6.3 shall not affect EIT CULTURE & CREATIVITY's liability due to fraudulent concealment of a defect, or due to the assumption of a guarantee for the quality of an item.

6.4. Contractor will provide EIT CULTURE & CREATIVITY, upon request, certificates or proof of insurance that are sufficient to cover the obligations of Contractor under this Agreement.

Article 7.- INTELLECTUAL PROPERTY, OWNERSHIP & EXPLOITATION

7.1. All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of Contractor's activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vested in EIT CULTURE & CREATIVITY. To that end, Contractor grants EIT CULTURE & CREATIVITY an exclusive, irrevocable, perpetual, worldwide, unlimited in terms of content, royalty-free license of use and exploitation. The license also included any types of use that are not yet known at the time of conclusion of the contract. The transfer of the rights of use and exploitation also includes, in particular, the permission to edit and sub-license to third parties. EIT CULTURE & CREATIVITY shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.

7.2 Contractor shall waive all rights relating to such results and shall not reproduce, publish or supply any such results to any third party without EIT CULTURE & CREATIVITY's prior written approval.

7.3 Contractor is not permitted to use the word / figurative mark or other intellectual property rights of EIT CULTURE & CREATIVITY in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of EIT CULTURE & CREATIVITY.

Article 8.- LEGAL REQUIREMENTS – GDPR

8.1 Contractor shall always during the term of this Agreement comply with all the legal requirements pertaining to its professional activities. EIT CULTURE & CREATIVITY may request Contractor to provide proof of such compliance.

8.2 In the event Contractor qualifies as a processor as referred to in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) while Contractor processes personal data for EIT CULTURE & CREATIVITY during the Assignment, Contractor guarantees the application of appropriate technical and organizational measures, for the processing to meet the requirements of the General Data Protection Regulation and the protection of the data

subjects is guaranteed. Contractor processes personal data exclusively on commission and based on written instructions from EIT CULTURE & CREATIVITY, except for deviating legal prescriptions.

Article 9.- TERMINATION

9.1 EIT CULTURE & CREATIVITY may terminate this Agreement in the event the Contractor breaches any material term or condition and where such breach remains uncured for more than fifteen (15) days after the breaching Contractor is provided written notice of such breach.

9.2 EIT CULTURE & CREATIVITY or Contractor may terminate this Agreement by written notice to the other Party if a proceeding is commenced against the other Party under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within thirty (30) days of its commencement.

9.3 Upon expiration or termination of this Agreement, Contractor shall cease performance of all Services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by EIT CULTURE & CREATIVITY. EIT CULTURE & CREATIVITY's liability shall be limited to payment of the amount due for Services provided up to and including the date of expiration or termination.

Article 10.- CONFIDENTIAL INFORMATION

10.1 "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. The terms and conditions of this Agreement are confidential to both Parties.

10.2 The Receiving Party shall (a) only use Confidential Information to exercise its rights and fulfil its obligations under this Agreement; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.

10.3 The Receiving Party's obligation of confidentiality and restriction on use shall not apply to information deemed Confidential Information by the Disclosing Party to the extent that the Receiving Party can reasonably demonstrate that the information was: (i) known to the Receiving Party before receipt from the Disclosing Party under this Agreement without restriction on use or disclosure or a breach of this Agreement at the time of disclosure; (ii) generally available to the public without any breach of this Agreement; or (iii) was independently developed by the Receiving Party without use of the disclosed Confidential information.

10.4 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, to comply with a court order, a verdict, an administrative act or a statutory requirement, the Receiving Party shall notify the Disclosing Party thereof without delay and in advance of such

disclosure and shall support the Disclosing Party in defending against the requirement for disclosure or seeking further protection of such Confidential Information.

10.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information, except for a copy of the Confidential Information to be kept in accordance with the Receiving Party's professional standards in order to meet legal requirements. The Disclosing Party shall only disclose its own or a third party's Confidential Information where such Disclosing Party has the right to do so.

Article 11.- SPECIAL CONDITIONS

11.1 Contractor acknowledges the obligations of EIT CULTURE & CREATIVITY under the PA and the GA, that EIT CULTURE & CREATIVITY receives grants from the European Institute of Innovation and Technology and that EIT CULTURE & CREATIVITY has the obligation to comply with controls, checks and audits and investigations (hereinafter "Audits") that may be carried out by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). Contractor shall do everything that is necessary to enable EIT CULTURE & CREATIVITY to comply with these obligations.

11.2 Contractor acknowledges and agrees that the European Institute of Innovation and Technology, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the PA and the GA also towards Contractor. Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by Contractor.

Article 12.- MISCELLANEOUS

12.1 Assignments

Neither Party will assign this Agreement, in whole or part, without prior written consent of the other Party, such consent not to be unreasonably withheld.

12.2 Waiver

A Party's failure to enforce any right or remedy available under this Agreement will not constitute a waiver of that right or remedy.

12.3 Severability

If any of the provisions of this Agreement and/or in the Annexes is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections of this Agreement, and the Annexes and the validity of this Agreement as a whole shall remain unaffected. The Parties will replace the invalid or unenforceable section with one that comes closest to the economic intent of the section. This applies mutatis mutandis to any gaps in this Agreement.

12.4 Survival

All rights and obligations of the Parties, which by their nature would continue beyond termination, cancellation or expiration of this Agreement and/or a specific RFP will survive.

12.5 English Language

The Parties acknowledge that the terms and conditions of this Agreement are written in the English language and that it is the intent of the Parties that the English translation shall always apply. Contractor confirms that Contractor understands English.

12.6 Entire Contract

This is the entire Agreement between the Parties with respect to the Services. It supersedes all prior contracts, proposals, communications, and understandings, whether written or oral. This Agreement can only be amended in writing (*Schriftform* according to Section 126 German Civil Code) by authorised representatives of both Parties. All provisions on Contractor's forms shall not apply.

12.7 Notices

_____ Any notice or demand described in this Agreement or required by law must be in writing (*Schriftform* according to Section 126 German Civil Code) and must be communicated by , mail or personal delivery to the following address:

EIT Culture & Creativity GmbH

Im Mediapark 5

50670 Cologne, Germany

The effective date of a notice will be (I) five (5) days following the date mailed for registered letters, or (II) when delivered, if in person. The above addresses may be changed at any time by giving prompt, written notice as provided above.

12.8 Force Majeure

Neither Party shall be liable for delays in performance or non-performance, in whole or in part - except for payments due - resulting from cases of force majeure. Force majeure is any unforeseeable event beyond the control of the respective contracting party that prevents it from fulfilling its obligations in whole or in part, such as fire, strikes, embargo, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other Party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.

12.9 Independent Contractors

The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.

Contractor has no authority to issue instructions to EIT CULTURE & CREATIVITY or its employees. EIT CULTURE & CREATIVITY has no authority to issue instructions to Contractor or its employees. Contractor is not involved in the EIT CULTURE & CREATIVITY's operational organization. Any employees or third parties employed by Contractor are subject exclusively to Contractor's authority and right to issue instructions. Contractor is not authorized to represent EIT CULTURE & CREATIVITY in legal transactions.

12.10 Non-Exclusive

EIT CULTURE & CREATIVITY expressly agrees that the Contractor also performs services and/or deliveries for other clients, provided that this doesn't interfere with the proper execution of the Assignment between EIT CULTURE & CREATIVITY and the Contractor and/or it doesn't harm (other) interests of EIT CULTURE & CREATIVITY.

Article 13.- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1. Settlement of Disputes

In the event of a dispute ensuing from the interpretation or the performance of this Agreement, the Parties undertake to initially seek a friendly solution. If such solution cannot be reached, the dispute will be for the exclusive competence of courts of [Cologne, Germany]

2. Choice of Law

This Agreement will be governed by the laws of Germany, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

Article 14.- ELECTRONIC SIGNATURE

Parties agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

Annex II

Declaration on honour on exclusion criteria and selection criteria

A. Declaration on honour on exclusion criteria

The undersigned [*insert name and surname of the signatory of this form*], 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 authority¹, 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.

¹ The same EU institution, agency, body or office.

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 ² :	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 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.	☐	☐

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
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² 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.

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 authority³. 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
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³ The same institution or agency.

<i>Insert as many lines as necessary.</i>	
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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 authority⁴. 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>	

⁴ The same institution of agency.

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.

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.

