REQUEST FOR PROPOSALS

RfP for Venture Assessment and Development Monitoring Services

Procedure timeline	Type of procedure	Maximum yearly budget
Opening: 9 September 2026 Closing: 18 September 2026 Communication of the results: 28 September 2026 Appeal period, 3 Days Award of the procedure: 2 October 2026 Signature of the contract: 7 October 2026		€25,000

All answers must be shared via email to procurement@eit-culture-creativity.eu

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.

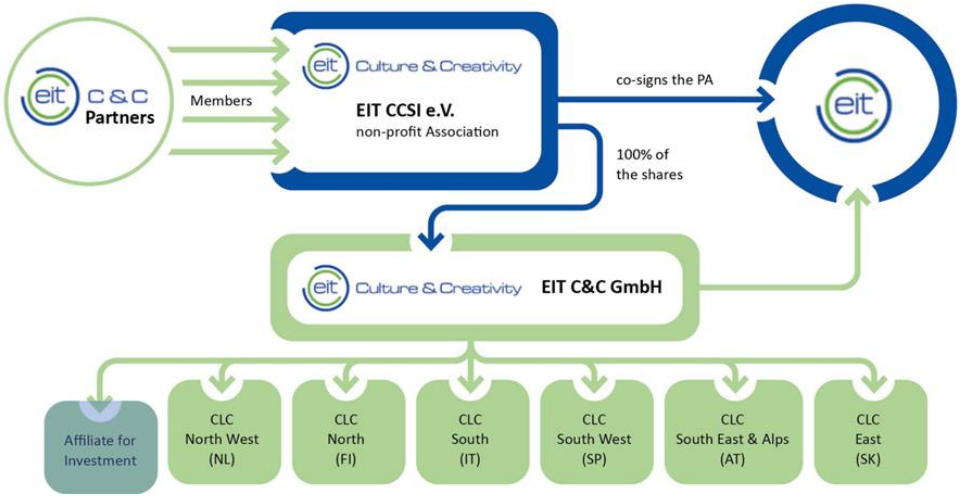
EIT Culture & Creativity is the EIT's newest Knowledge & Innovation Community (KIC), bringing together 50 partners from 20 countries across Europe, enhancing the 'Knowledge Triangle' of research, education and business with civil society, to create a sustainable ecosystem for European Cultural and Creative 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. The organisation



EIT Culture & Creativity operates in four departments; Innovation, Education, Transformation and Business Creation. The Business Creation area supports entrepreneurs and ventures in building, scaling, and internationalising sustainable, competitive businesses, while unlocking access to public and private finance. Through incubation, acceleration, and post-acceleration support, it guides companies from product development and IP strategy to market entry and expansion. With a strong focus on robust business models, investor readiness, and global positioning, Business Creation ensures that creative innovation translates into scalable ventures – driving economic resilience, long-term value creation, and measurable impact across Europe.

The Business Creation runs three creative entrepreneurship programs from idea to international expansion; Spark Incubation, Shape Acceleration, and Scale Post-Acceleration programmes — supporting early-stage and growth-stage ventures in the Cultural and Creative Sectors and Industries (CCSI). The Business Creation team manages multi-cohort programmes across Europe, working with participants across creative technology sub-sectors including fashion, architecture, audio-visual media, gaming, and cultural heritage.

3. The objectives

The Business Creation team manages three entrepreneurship programmes and currently relies on a combination of disconnected tools to manage participant assessment and progress monitoring, creating inefficiencies in reporting, coaching support, and accountability frameworks.

This RfP seeks to identify and appoint a qualified platform provider to deliver venture assessment and development monitoring services for EIT CC's business creation programmes. The three primary objectives are:

1. **Venture Assessment:** Enable flexible, structured, and transparent evaluation of participant startups and scale-ups at key programme milestones, providing founders, coaches, and programme teams with rigorous and actionable assessment insights.
2. **Progress Monitoring:** The platform must support the full programme lifecycle from participant onboarding through to programme closure, including coaching session management. Learning content delivery, and event coordination for expert meet ups is an added value.
3. **Operational Efficiency**: Consolidate venture assessment, coaching management, and progress reporting into a single integrated platform, reducing manual administrative effort and enabling data-driven decision-making across all programme stakeholders, facilitate day to day and structured communication between program managers, coaches, founders one-to-one and in batches.

Tenderers must demonstrate the following:

Compliance and data: Full GDPR compliance; data hosted within the EU or with appropriate data processing agreements in place; ability to provide a Data Processing Agreement (DPA) upon request.

Platform features (mandatory): Customisable venture assessment frameworks and scoring tools; milestone, deliverable and KPItracking per participant; coach and mentor management with session logging and reporting functionalities; data export and reporting dashboards; multi-user access with role-based permissions (programme manager, coach, founder); support for multiple concurrent cohorts.

Platform features (desirable): Learning Management System (LMS) integration or module; Zapier or API integration for connectivity with existing EIT CC tools; multilingual interface (English as minimum).

Experience: Demonstrated experience delivering similar platforms to accelerators, incubators, or innovation programmes; ideally with at least one reference from a European programme of comparable scale.

4. The services

Description	Provision of a single configurable platform that enables EIT Culture & Creativity to assess, support, monitor, and report on the development of participant startups and scale-ups throughout the full programme lifecycle. The platform shall support venture onboarding, maturity assessments, milestone reviews, coaching reporting and mentor management, KPI and deliverable tracking, progress monitoring, reporting, and communication within a unified environment. It must enable programme managers, coaches, mentors, and founders to collaborate effectively while maintaining a longitudinal record of each venture's development from programme entry through completion. Assessment frameworks, scoring methodologies, milestones, KPIs, and reporting structures must be configurable by EIT Culture & Creativity administrators without vendor intervention. The platform shall provide real-time visibility into venture performance, development needs, coaching activities, programme progress, and cohort-level insights through dashboards and exportable reports. The solution must support multiple concurrent cohorts and programme types, including incubation, acceleration, and post-acceleration programmes, and should cover all the mandatory needs listed above as an integrated solution while reducing administrative effort through integrated data management, workflow automation, and consolidated reporting.
# Users / employees / legal entity	<u>Primary users:</u> - EIT Culture & Creativity Business Creation team — approximately 3-5 internal users. - Program participant founders: ~80-90 ventures per cohort across up to 3 active cohorts simultaneously. <u>Secondary users:</u> - External coaches, mentors, topic experts — approximately 30–50 per cohort.
Features / content of the service	• Customisable venture assessment frameworks and scoring models. • Venture maturity, strengths, challenges, needs, and development priority assessments. • Coach and mentor assignment and management.

	• Coaching session scheduling, logging, notes, and action tracking. • Milestone, deliverable, objective, and KPI tracking. • Founder, coach, and programme manager dashboards. • Progress monitoring across individual ventures, cohorts, and programmes. • Communication and collaboration functionalities (individual and group). • Learning content delivery (desirable). • Automated and configurable reporting with export functionality. • Longitudinal venture development history and audit trail. • Multi-cohort and multi-programme management. • API, Zapier, Microsoft ecosystem, and Excel integration/export capabilities. • White-label platform with EIT Culture & Creativity branding. • Programme-level reporting and consolidated report generation for programme managers. • Programme planning and content delivery management. • Calendar integration and automated event invitations. • Centralised storage and on-demand access to programme content and resources. • Traceable founder journey tracking across assessments, coaching, milestones, deliverables, and programme activities. The solution should cover all the mandatory features listed above as an integrated one holistic solution. Initial contract duration: 27 months.
Point of attention	The assessment framework must be flexible enough to accommodate different programme types (incubation vs. acceleration vs. post-acceleration) and different venture maturity levels. Both for EIT Culture & Creativity staff and external coaches — must be intuitive and require minimal training. Assessment criteria and weighting must be editable by EIT Culture & Creativity program team without vendor support.

	Additional features such education content delivery features, chat options for one-to-one and/or group communication between internal and external parties.
Other related processes and tools to be taken into account	EIT Culture & Creativity currently uses Microsoft for internal and Slack for (external) program participant startup communication and coordination. The platform should support integration or data export compatible with these tools.

5. The process workflow

The typical workflow for venture assessment and monitoring within EIT Culture & Creativity Business Creation programmes starts once the participants are officially selected and invited to the kick off event. Once the participant startups and scaleups are officially program participants, the process follows these steps:

1. Programme onboarding: Participant ventures are registered on the platform at cohort start. The online venture assessment is shared with the participant founders to fill out.
2. Assessment Completion and Coach Matching: Based on the results of the assessment and the input of the startup, coaches are assigned. The report shared with the coaches.
3. Assessment cycle: Program team defines the milestones (e.g. mid-programme, end of programme) and activates the process.
4. Progress monitoring: Throughout the programme, coaches log sessions and update milestone completion. Programme managers track progress in real time via dashboards. The reports per milestones and insights from coaches feed program team for investment introductions, new connections, for more efficient resource allocation.
5. Reporting: At reporting intervals, the programme team exports consolidated progress and assessment reports for internal review and external grant reporting. Reports are developed with coach insights, goals achieved, milestones made, deliverables uploaded, and more.
6. Programme close: A final assessment is conducted. Outcome data is captured and retained for post-programme tracking. The report is used for internal KPI and impact reporting, program quality assessment, coach-startup engagement assessment, external impact and growth communication input.

6. Timeline

Opening of the procedure	9 September 2026
Closing of the procedure	18 September 2026
Communication of the results	28 September 2026
Appeal period	3 Days
Award of the procedure	2 October 2026
Signature of the contract	7 October 2026

During the time of the procedure, the EIT Culture & Creativity team will receive questions via email and provide an answer within 24 hours.

7. The evaluation

The proposals received before the submission deadline will be evaluated by the Evaluation Committee.

Each proposal will be evaluated individually by each member of the Evaluation Committee.

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 according to the percentages below.

Criteria #	Description	Weight
Criteria 1. Mandatory requirements fit	Does the proposed platform meet the mandatory feature requirements for venture assessment and progress monitoring as defined in this RfP? Evaluation is based on the platform description, feature list, and any demo or trial access provided. The platform must demonstrate capabilities across the full programme lifecycle, including cohort management, coaching tools, milestone tracking, and event management functionality. Additional non-mandatory features that are relevant to programme operations will be considered positively. Additional non-mandatory features that are relevant to programme operations will be considered positively.	50%
Criteria 2. Relevant experience and references	Does the tenderer demonstrate proven experience delivering to minimum of two similar platforms to accelerators, other EIT KICs, or comparable innovation programmes? At least one client reference must be from a comparable structured accelerator or incubator programme (not an angel investor network, corporate innovation challenge, or open call platform). The reference must include: (a) name of the programme; (b) number of cohorts managed on the platform; (c) a named contact for verification.	30%
Criteria 3. Cost-effectiveness and value for money	Is the proposed pricing transparent, competitive, and proportionate to the features and services offered? The evaluation will consider the total annual cost inclusive of onboarding, support, and all required user licences.	20%

The proposal(s) received after the set deadline will not be evaluated.

The evaluation committee will assess the proposals against the criteria above and recommend the tenderer achieving the highest weighted score.

8. The offer from the tenderer

The tenderer requested to upload one proposal deck (max 5 pages, pdf) and the document must include the following:

1. **Company profile:** Brief overview of the organisation, its experience, and relevant references (minimum two references from a comparable programme or innovation ecosystem).
2. **Platform description:** Description of the proposed platform or solution, including relevant features, modularity, and how it addresses the service expected.
3. **Platform demonstration:** A link to an official product video, recorded demo, or screen recording illustrating the proposed platform in use. The demonstration should provide sufficient visibility into the platform's key features, workflows, user interfaces, and reporting capabilities to support the evaluation process.
4. **Implementation plan:** Proposed onboarding timeline, configuration approach, and training support for EIT Culture & Creativity staff and users.
5. **GDPR and data compliance statement:** Confirmation of GDPR compliance, data hosting location, and availability of a Data Processing Agreement.
6. **Pricing proposal:** Clear breakdown of costs per building block, per user tier or cohort, and any one-off setup or onboarding fees. Pricing must be submitted in EUR. Additional features that can serve the workflow of the program should be separately listed and budgeted.
7. **References:** At least two client references from comparable European accelerators, other KICs, or innovation programmes.

Tenderers must demonstrate that the proposed platform covers all lifecycle stages of an incubation, acceleration and post-acceleration programme in a single integrated system. Proposals that rely on combining multiple tools, third-party integrations, or custom development to achieve the required functionality will be scored lower on Criteria 1 and 3.

EIT Culture & Creativity reserves the right to request clarification or additional information from tenderers during the evaluation process. Submissions that do not address all mandatory requirements may be excluded from evaluation.

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

9. 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 Culture & Creativity will provide in the context of this procurement procedure in writting or verbally are considered confidential and should not be disclosed to any other external parties without prior written approval from EIT Culture & Creativity.
- 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 Culture & Creativity 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.

10. Appeal procedure

1. Submission of appeal:
   (a) Interested parties who wish to lodge an appeal must do so in writing within five business days [5] from the date of closing.
   (b) Appeals must be submitted to the designated contact person specified in the RFP documentation.

2. Content of appeal:
   (a) Detailed description of the grounds for appeal.
   (b) Supporting evidence and documentation.
   (c) Contact information of the appellant for communication purposes.

3. 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.

4. Review procedure:

Upon receipt of an appeal, the review committee will promptly acknowledge its receipt and commence the review process.

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

(a) Assessing compliance with EIT Culture & Creativity 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.

5. Decision making:
   (a) The review committee will render a decision on the appeal within 7 calendar days from the date of receipt.
   (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.

6. 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.

7. 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.

8. 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.

9. 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.

11. 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 Culture & Creativity 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 Culture & Creativity 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 Culture & Creativity that it is not engaged in a EIT CC funded project, nor engaged in the preparation of an EIT Culture & Creativity proposal ;
2. The tenderer has no link with any of the person within the EIT Culture & Creativity organisation and cannot access material or information on an exclusive basis ;
3. The tenderer has no unfair advantage given by a current employee of EIT Culture & Creativity ;
4. The tenderer will not contact, nor approach any member of the selection committee, nor employee of EIT Culture & Creativity 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 Culture & Creativity must informed immediately the contact person of the RFP if any irregularity is identified.

The tenderer acknowledges the code of conduct of EIT Culture & Creativity, publicly available in the website : https://eit-culture-creativity.eu/about-us/the-library/

12. Contract

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

The invoicing will be based on a mutually agreed schedule; it will be detailed in the contract. The contract will be awarded for 27 Months. The successful bidder will sign a framework contract with the EIT Culture & Creativity. (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 Culture & Creativity 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 Culture & Creativity, even at the tender stage, that there are the needed safeguards.

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 authority[1], 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) (*only for legal persons*) 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

[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.

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
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 authority[3]. 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
Insert as many lines as necessary.	

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

[3] The same institution or agency.

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
Insert as many lines as necessary.	

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 authority[4]. 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
Insert as many lines as necessary.	

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
Insert as many lines as necessary.	

C. DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

[4] The same institution of agency.

(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.

SERVICE AGREEMENT

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

EIT Culture & Creativity GmbH, a private limited company, having its registered office and place of business at Im Mediapark 5, 50670 Cologne, Germany, with VAT number DE361355333, legally represented herein by Anette Schaefer, acting as legal representative (hereinafter referred to as "EIT CULTURE & CREATIVITY").

and

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

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

WHEREAS:

- EIT Culture & Creativity is [.]
- To obtain the following 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 proposals (RFP) for [.] (hereinafter "**the Assignment").**
- Contractor specializes in_____. The Contractor is in mentioned capacity, able and willing to provide services and/or deliveries according to the RFP Documents.
    - Contractor has submitted his offer on [.] (hereafter referred to as the "**Tender**" or "**Proposal**").
- The Tender of Contractor was scored as the offer which is expected to obtain the Best Value for Money.
- EIT Culture & Creativity intends to enter into the Agreement for the full duration of the initial contract durtion, it being understood that EIT Culture & Creativity only undertakes legally binding commitments for the initial contract term of the current year, due to the annual cycle of its business plan according to the PA and GA;
- Contractor agrees to perform the services all upon the terms and subject to the conditions set forth in this Agreement.
- Terms defined in the RFP shall have the same meaning in this Agreement unless otherwise provided for.
- Supplier has been awarded the Tender and therefore Supplier is willing and able to provide the services specified in Annex 1 to EIT CULTURE & CREATIVITY (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

1.1 This Agreement consists of the body of this Agreement and

- **Annex 1**

- **RFP (Annex 2)**
- **Tender (Annex 3)**
- **Declaration of honour (Annex 4)).**

1.2 The body contains standard general provisions applicable to all Services purchased by EIT CULTURE & CREATIVITY from Supplier under this Agreement.

1.3 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 CULTURE & CREATIVITY from Supplier under this Agreement.

1.4 In the event of any conflict or inconsistency: the body prevails over Annex 1, unless Annex 1 expressly states that it derogates from a specific provision of the body; Annex 1 prevails over Annexes 2–4 to the extent of any inconsistency regarding the Services, Deliverables, timeline, fees or other service-specific conditions; Annex 3 prevails over Annex 2 to the extent the Proposal clarifies or supplements the RFP and such clarification or supplement has been accepted by EIT CULTURE & CREATIVITY; Annex 4 shall not prevail over the body or Annexes 1–3, except with respect to the declarations and commitments specifically contained therein.

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

2.1 Supplier does not commit to provide the Services exclusively to EIT CULTURE & CREATIVITY unless and to the extent provided in Annex 1 for certain specific types of Services.

2.2 The contractual relationship between EIT CULTURE & CREATIVITY and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT CULTURE & CREATIVITY 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

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

3.2 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 CULTURE & CREATIVITY as much as possible.

3.3 Supplier should organise the way it provides the Services and the timing according to the Annex 1 (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 CULTURE & CREATIVITY 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.

3.4 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.

3.5 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 CULTURE & CREATIVITY. 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 CULTURE & CREATIVITY. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

3.6 In order for EIT CULTURE & CREATIVITY 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 CULTURE & CREATIVITY the progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT CULTURE & CREATIVITY with time sheets describing the tasks performed by Supplier and the completion per task, pursuant to the regularity provided under Annex 1.

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

3.8 Services delivered are subject to the acceptance of EIT CULTURE & CREATIVITY, Supplier shall issue a performance certificate after completion of Services. Should EIT CULTURE & CREATIVITY 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 CULTURE & CREATIVITY 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 CULTURE & CREATIVITY. 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 is not obliged to provide any compensation to Supplier for such Services.

3.9 Any modification to this Agreement shall be valid only if agreed in writing by the Parties. No modification shall alter the overall nature of the contract or circumvent applicable public procurement rules. A modification may be made without a new procurement procedure only if: (i) it is provided for in clear, precise and unequivocal review clauses in the original contract; or (ii) it is justified by unforeseeable circumstances which a diligent contracting authority could not foresee, provided that any increase in price does not exceed 50% of the original contract value; or (iii) it is non-substantial, including where the value of the modification is below 10% of the initial contract value for services and supplies. Where several successive modifications are made, their value shall be assessed cumulatively.

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

EIT CULTURE & CREATIVITY	**Supplier**
Contact person	
Contact email	

4. Compensation, invoicing and payment, expenses

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

4.2 Supplier may only charge the amounts under Article 4.1 corresponding to the delivered Services, after acceptance of such Services by EIT CULTURE & CREATIVITY.

4.3 Further, Supplier may only charge the amounts under Article 4.1 subject to (i)- EIT CULTURE & CREATIVITY having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services.

4.4 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 CULTURE & CREATIVITY: DE361355333,
(d) the name and address of EIT CULTURE & CREATIVITY,
(e) the invoice number,
(f) the invoice date,
(g) the date on which the Services were supplied (provided EIT CULTURE & CREATIVITY has accepted them pursuant to this Agreement),
(h) the nature and type of Services supplied,
(i) the following data for every VAT tariff or exemption: the price per piece or unit, excluding VAT, any reduction and VAT related amount,
(j) in case of advance payment: the date of payment, if this is different from the invoice date.

4.5 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 CULTURE & CREATIVITY in Annex 1. In such a case, the requirements of Article 4.4 shall apply to each regular invoice.

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

4.7 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).

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

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

4.10 Suppliers hereby unconditionally accept that EIT CULTURE & CREATIVITY has the right to set off any amount that EIT CULTURE & CREATIVITY owes to Supplier under this Agreement, with any amount Supplier owes to under this Agreement or any other agreement.

4.11 The invoice and timesheet should be sent to the contact person and finance@eit-culture-creativity.eu in cc.

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

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

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

5.3 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").

5.4 Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT CULTURE & CREATIVITY 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.

5.5 Supplier shall indemnify and keep EIT CULTURE & CREATIVITY 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

6.1 "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.

6.2 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 CULTURE & CREATIVITY.

6.3 In addition to Article 6.1, any item provided by EIT CULTURE & CREATIVITY (or by a third party designated on behalf of EIT CULTURE & CREATIVITY) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT CULTURE & CREATIVITY. Supplier

shall have no right, title or interest in any of these items nor any trademark or trade name from EIT CULTURE & CREATIVITY.

6.4 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").

6.5 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 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.

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

6.7 Unless expressly specified otherwise in Annex 1,

6.7.1 Supplier shall indemnify and hold harmless EIT CULTURE & CREATIVITY, 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 CULTURE & CREATIVITY 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 CULTURE & CREATIVITY 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.

6.7.2 EIT CULTURE & CREATIVITY 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 CULTURE & CREATIVITY may reasonably require.

6.7.3 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, at its own expense submit an alternative plan to EIT CULTURE & CREATIVITY and request its approval.

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

7. Confidentiality, documents

7.1 "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 CULTURE & CREATIVITY and 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.

7.2 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 Confidential Information for any purpose other than for the Service; and

ii. disclose 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 CULTURE & CREATIVITY 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.

7.3 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 CULTURE & CREATIVITY 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 CULTURE & CREATIVITYConfidential 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 CULTURE & CREATIVITY thereof to give the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

7.4 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 CULTURE & CREATIVITY 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 CULTURE & CREATIVITY has given its prior written permission to any such action.

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

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

8. Personal data and data protection

8.1 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 CULTURE & CREATIVITY 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").

8.2 Supplier may process EIT CULTURE & CREATIVITY information relating to identified or identifiable natural persons ("Personal Data" as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR)) in various EU jurisdictions in which they operate. EIT CULTURE & CREATIVITY agrees that EIT CULTURE & CREATIVITY data will be collected and processed by the Supplier for the needs of the Service.

8.3 The Supplier will process personal data by respecting the requirements of applicable data protection legislation and rules including GDPR. In the event that the Contractor qualifies as a processor as referred to in the General Data Protection Regulation while Supplier processes personal data for EIT CULTURE & CREATIVITY during the Assignment, Supplier 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.

8.4 EIT CULTURE & CREATIVITY warrants that they have the authority to provide personal data to Supplier in connection with the performance of the Services and that any Personal Data provided to Supplier has been processed in accordance with applicable law.

8.5 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 CULTURE & CREATIVITY (ii) in accordance with EIT CULTURE & CREATIVITY instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT CULTURE & CREATIVITY and (iv)

insofar necessary for the Services rendered to EIT CULTURE & CREATIVITY 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) anticipable 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 CULTURE & CREATIVITY of any actual or suspected security incident involving the Personal Data.

8.6 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.

8.7 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.

8.8 Supplier shall indemnify and hold harmless the EIT CULTURE & CREATIVITY officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Article 8.

9. **Liability, indemnification, insurance**

9.1 Supplier shall indemnify and hold harmless EIT CULTURE & CREATIVITY and 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 under this Agreement. Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made sufficient provision for this purpose

9.2 Supplier shall indemnify EIT CULTURE & CREATIVITY and shall pay its insurance proceeds 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.

9.3 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.

9.4 Subject to Article 9.3, in no event shall EIT CULTURE & CREATIVITY 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.

9.5 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**

10.1 This agreement starts at the date of signature (hereinafter: "the Effective Date") and terminates in [.]. The Parties may agree on an additional renewal of the contract before the termination date, upon written agreement 15 days prior to the current termination date.

10.2 As an exception to the above, 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 CULTURE & CREATIVITY 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 defined in the written notice; or

(b) EIT CULTURE & CREATIVITY in its reasonable discretion, it determines that Supplier is not able to perform the Services as required; or

(c) Supplier fails to provide EIT CULTURE & CREATIVITY with adequate assurance of performance following request by EIT CULTURE & CREATIVITY; 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 CULTURE & CREATIVITY to enter into this Agreement (as the case may be).

10.3 As from receipt of a termination notice from any of the parties (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 stop expenditure at the earliest.

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

(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**

11.1 Supplier accepts without reservation that during the implementation of the Agreement and for five (5) years after the completion of the Agreement, EIT CULTURE & CREATIVITY 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, and any other EU body or EU audit Committee that may request it for the purposes of safeguarding the EU's financial interests.

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

12. **Miscellaneous**

12.1 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.

12.2 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 CULTURE & CREATIVITY shall be entitled to immediately terminate the Agreement by written notice, 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.

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

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

12.5 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.

12.6 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 CULTURE & CREATIVITY and Supplier.

12.7 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.

12.8 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.

12.9 The Agreement shall be governed by and construed in accordance with the German law and any legal dispute should be brought to the court of Cologne.

EIT Culture & Creativity

Budget owner

SUPPLIER

Fist name, Last name

ANNEX I

DESCRIPTION OF SERVICES, DELIVERABLES, TIMELINE, FEES AND SPECIFIC CONDITIONS

This Annex I forms an integral part of the Agreement and sets out the Services to be provided by the Supplier, the Deliverables, the applicable timeline, the fees payable by EIT CULTURE & CREATIVITY and the service-specific conditions applicable to the Services.

Unless expressly stated otherwise in this Annex I, the provisions of the Agreement shall apply in full.

1. SERVICES

1.1 description of the services

The Supplier shall provide the following services to EIT CULTURE & CREATIVITY (the **"Services"**):

1.2 scope of the services

The Services shall include in particular the following activities and tasks:

- **[task / activity 1]**
- **[task / activity 2]**
- **[task / activity 3]**
- **[task / activity 4]**

1.3 exclusions

The Services do not include any activities or deliverables other than those expressly set out in this Annex I, unless otherwise agreed in writing by the Parties.

2. Deliverables

In performance of the Services, the Supplier shall provide the following deliverables (the **"Deliverables"**):

Deliverable	**Description**	**Due date**
[Deliverable 1]	[insert description]	[date]
[Deliverable 2]	[insert description]	[date]
[Deliverable 3]	[insert description]	[date]

Unless otherwise agreed in writing, all Deliverables shall be submitted in electronic editable format.

3. Timeline

The Services shall be performed in accordance with the following timeline:

- **Start date:** [date]
- **End date:** [date]

Where applicable, the following milestones shall apply:

Milestone	**Description**	**Target date**
[Milestone 1]	[insert description]	[date]
[Milestone 2]	[insert description]	[date]
[Milestone 3]	[insert description]	[date]

If no separate milestone dates are specified, the due dates of the Deliverables set out in Section 2 shall apply.

4. FEES

4.1 total fee

The total maximum amount payable by EIT CULTURE & CREATIVITY to the Supplier under the Agreement for the Services shall be **EUR [amount] [excluding / including VAT, if applicable]**.

4.2 fee structure and payment schedule

The above fee shall be payable as follows:

Payment trigger	**Amount**
[e.g. upon signature / upon kick-off]	EUR [●]
[e.g. upon delivery and acceptance of Deliverable 1]	EUR [●]
[e.g. upon delivery and acceptance of Deliverable 2]	EUR [●]
[e.g. upon completion of the Services]	EUR [●]

Invoices may only be issued in accordance with the payment triggers set out above and subject to Article 4 of the Agreement.

4.3 fee inclusiveness

Unless expressly stated otherwise in this Annex I, the fees set out above shall include all costs and expenses incurred by the Supplier in connection with the performance of the Services.

5. Reporting

For the purposes of the Agreement, the Supplier shall provide the following reporting:

- **Progress reports:** [weekly / monthly / by milestone / not applicable]
- **Timesheets:** [required / not required]
- **Additional reporting requirements (if any):** [insert]

Unless otherwise agreed, each progress report shall briefly describe:

- the Services performed during the relevant period;
- progress against the agreed timeline and Deliverables; and
- any material issues, delays or risks affecting the performance of the Services.

6. EXPENSES

No expenses shall be reimbursed. OR, if reimbursement of expenses is agreed:

The following expenses shall be reimbursable, provided that they are reasonable, necessary for the performance of the Services and approved in advance in writing by EIT CULTURE & CREATIVITY:

Expense type	**Conditions / cap**
[Travel]	[conditions]
[Accommodation]	[conditions]
[Other]	[conditions]

Any reimbursable expenses shall be invoiced in accordance with Article 4 of the Agreement and supported by the relevant receipts or other appropriate supporting documentation.

7. PERSONNEL AND SUBCONTRACTING

7.1 key personnel

The Services shall be performed by the following key personnel:

Name	**Role / function**
[Name]	[Role]

[Name] [Role]

7.2 approved subcontractors

The following subcontractors, if any, are approved for the performance of the Services:

Subcontractor	**Scope of subcontracted services**
[Name]	[description]
[Name]	[description]

No subcontracting other than as expressly set out above shall be permitted without EIT CULTURE & CREATIVITY's prior written consent in accordance with the Agreement.

8. SPECIFIC CONDITIONS

The following specific conditions shall apply to the Services:

- [e.g. the Services shall be performed remotely / partly on-site]
- [e.g. all Deliverables shall be in English]
- [e.g. monthly coordination calls shall be held with EIT CULTURE & CREATIVITY]
- [e.g. access to certain materials / systems will be provided by EIT CULTURE & CREATIVITY]

Any provision of this Annex I intended to derogate from the body of the Agreement shall expressly identify the relevant clause of the Agreement and the agreed deviation. In the absence of such express wording, this Annex I shall be deemed only to supplement, and not to amend, the Agreement.

9. MATERIAL / INFORMATION TO BE PROVIDED BY EIT CULTURE & CREATIVITY

EIT CULTURE & CREATIVITY shall provide the Supplier with the following material, information and/or access required for the performance of the Services:

- [documents / background information / data / comments / approvals]
- [access to systems / platforms / meetings]

- [other support, if any]

The Supplier shall promptly notify EIT CULTURE & CREATIVITY if any such material, information or access is not provided in a timely manner and materially affects the performance of the Services.