



Request for Proposals

*Event Venue and Venue-Managed Services
EIT Education & Skills Days 2027*

September 2026

Procedure timeline	Type of procedure	Maximum contract amount
<i>21/09/26 - Publication</i> <i>04/10/26 (5 PM CET) – Deadline</i> <i>07/10/26 – Results</i>	Open	135 000 EUR

Applications should be submitted through this [form](#). Applications received through another channel won't be accepted.

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About EIT Culture & Creativity

EIT Culture & Creativity (EIT CC), a contributing member of the **EIT Community** (more below), is the institutional partnership dedicated to transforming **European cultural and creative sectors and industries** (CCSI) to be more sustainable, resilient, and competitive. Launched in 2023 by the European Institute of Innovation and Technology (EIT), an EU body, we provide access to funding, knowledge, and tailored support. As part of the largest European innovation network, we build lasting connections between research, industry, academia, and cultural institutions. Our mission is to drive responsible growth in and beyond the CCSI through **innovation, education, business creation, and societal transformation**.

Our first focus is on five key areas: **architecture, gaming, fashion, cultural heritage, audiovisual and media**. We support innovators every step of the way to scale their ideas, translate innovation into impact, and redefine what entrepreneurship means today.

We are present across **30 countries**, with our HQ in Cologne, and Regional Hubs in Amsterdam, Barcelona, Bologna, Helsinki, Košice, and Vienna — building a powerful ecosystem that transcends silos, sectors, and localisation.

Find out more at www.eit-culture-creativity.eu.

Important Note about Procurement: To support the successful delivery of EIT Education & Skills Days 2027, the procurement has been divided into two complementary contracts reflecting the different nature of the required services. This procurement concerns the venue and venue-managed services only, and is being launched first because securing an appropriate venue is a time-critical prerequisite for event planning. A separate procurement procedure will subsequently appoint an Event Agency responsible for operational planning, programme delivery, participant management, communications, logistics, and any additional services not provided through the venue contract.

The Context

The EIT Education & Skills Days 2027 is a flagship event of the **EIT Community**, the largest innovation ecosystem in Europe supported by the European Institute of Innovation and Technology (EIT), a body of the European Union.

The EIT Community brings together a network of **Knowledge and Innovation Communities (KICs)** — pan-European partnerships that connect education institutions, research organisations, businesses, and public actors to strengthen Europe’s capacity for innovation and entrepreneurship across strategic sectors. EIT Culture & Creativity leads the organization of EIT Education & Skills Days 2027 while collaborating with all KICs in building out the content of the event.

Alongside the work of the individual KICs, the EIT Community also develops **transversal initiatives** that address common strategic priorities, particularly in the areas of education and skills development, innovation, and business creation. These initiatives operate across multiple sectors and innovation communities, enabling collaboration and knowledge exchange throughout the ecosystem.

The 2027 edition of the EIT Education & Skills Days will bring together several of these cross-community initiatives, including:

- [EIT Girls Go STEM](#), supporting girls and young women in developing digital and STEM skills and exploring innovation pathways;
- [EIT STEM Tech Talent Induction](#), aimed at attracting more students from diverse backgrounds to STEM studies and careers, supporting the advancement of the European Commission’s STEM Education Strategic Plan.
- [EIT Higher Education Institution \(HEI\) Initiative](#), strengthening the innovation and entrepreneurship capacity of higher education institutions;
- [EIT Alumni](#), a network connecting graduates and participants of EIT programmes across the innovation ecosystem.

Together, these initiatives illustrate how education and skills development contribute to building a strong European innovation ecosystem by enabling learners, educators, innovators, partners and institutions to collaborate and translate skills into real-world impact.

The **EIT Education & Skills Days 2027** serves as a platform to showcase these efforts while fostering dialogue between policymakers, educators, industry representatives, entrepreneurs, and learners. The event is designed to demonstrate how skills are applied in practice through entrepreneurship, collaboration, and innovation across sectors.

The event therefore highlights the people, partnerships, and initiatives that transform knowledge into tangible outcomes — illustrating how empowering talent ultimately contributes to Europe’s competitiveness, resilience, and sustainable growth.

Furthermore, the EIT Culture & Creativity organizing team has already created an event concept note that aligns the goals and considerations of each participating group. This includes an overarching event narrative, target audience descriptions, and an agenda skeleton. This conceptual work should inform key components of the tenderer’s proposal.

The Request

EIT Culture & Creativity (hereinafter referred to as the “Contracting Authority”) is seeking proposals from suitable venues to host **the EIT Education & Skills Days 2027**, the flagship education and skills event of the EIT Community, planned for **March 2027** in **Brussels, Belgium**.

The event is expected to bring together approximately **400–500 participants** from across Europe, including representatives from the European Commission, the European Institute of Innovation and Technology (EIT), the EIT Community, higher education institutions, industry, entrepreneurs, educators, learners, EIT Alumni, and other stakeholders contributing to Europe’s education, skills, and innovation ecosystem.

To ensure timely delivery of the event, the **procurement has been divided into two complementary contracts** reflecting the different nature of the required services. The venue procurement is being launched first because securing an appropriate venue is critical to the planning and delivery of the event. A **separate procurement procedure will subsequently appoint an Event Agency** responsible for operational planning, participant management, communications, programme delivery, and other implementation services.

To maximise flexibility while securing an appropriate venue at an early stage of planning, EIT Culture & Creativity is seeking proposals for the following preferred event dates:

- 2–3 March 2027 (preferred)
- 16–17 March 2027 (preferred)
- 17–18 March 2027 (preferred)
- 23–24 February 2027 (alternative)
- 24–25 February 2027 (alternative)

The Contracting Authority welcomes integrated venue solutions that include venue-managed services such as catering and audiovisual support. However, venues that do not provide some or all of these services may still submit proposals. Where applicable, tenderers should clearly identify which services are included within their proposal and which would need to be procured separately by the Contracting Authority through the appointed Event Agency. While detailed requirements are provided in the Scope of Services, proposals are expected to include, as a minimum:

- Exclusive use of suitable conference facilities for a two-day event;
- A plenary space accommodating approximately 400–500 participants;
- Multiple breakout rooms (6- 10) for parallel sessions and workshops;
- Exhibition, networking and catering areas;
- Standard venue services, including furniture, cleaning, security, Wi-Fi and venue coordination;
- Accessible, sustainable and centrally located facilities that support a high-quality participant experience;
- *Where Available, Standard audiovisual infrastructure suitable for plenary and breakout sessions and;
- *Where Available, Catering services for participants throughout the event.

The selected venue will work in close collaboration with an Event Agency appointed under a separate procurement procedure. This contract covers only the provision of the venue and venue-managed services. The Event Agency will be responsible for programme delivery, participant management, communications, event logistics, and the coordination of any additional services not provided through the venue contract. The selected venue will therefore be expected to cooperate closely with the appointed Event Agency throughout the planning and delivery of the event.

Event Objectives

The EIT Education & Skills Days 2027 aims to:

- Position the EIT Community as a leading European reference point for education, skills development, innovation, and employability.

- Facilitate institutional dialogue and partnership-building across the EIT Community network to strengthen Europe's innovation-driven education ecosystem.
- Empower and engage EIT Community stakeholders, including youth, alumni, professionals, pledgers, and institutional partners.
- Showcase impact, thought leadership, success stories, and future opportunities across the EIT education and innovation portfolio.

The event will therefore move beyond describing programmes **to demonstrate how skills are applied in practice through collaboration, entrepreneurship, and innovation across sectors.**

Event Overview

Building on the successful launch of the [EIT Education & Skills Days in 2025](#), the 2027 edition will further establish the event as the flagship education and skills platform of the EIT Community. Bringing together stakeholders from all levels of the education and innovation ecosystems, the event will demonstrate how education and skills empower individuals and organisations to respond collectively to Europe's economic, technological and societal challenges. By highlighting the experiences of learners, educators, innovators and organisations working together, the programme will demonstrate how the EIT Community enables people to transform knowledge into practical solutions, stronger partnerships and lasting societal impact.

The event is expected to welcome approximately **400–500 participants over two days** and will combine high-level strategic discussions with interactive workshops, networking opportunities, initiative showcases and collaborative sessions. While the overall strategic concept, objectives and programme will be developed by the Contracting Authority together with the appointed Event Agency, the selected venue will play a key role in providing flexible, high-quality facilities that enable this participant experience.

Event Narrative

The 2027 edition will explore how education and skills create opportunities for individuals, organisations and regions to innovate, collaborate and build Europe's long-term competitiveness. The event will position the EIT Community as an ecosystem that

connects people, institutions and industry, creating the conditions for talent to develop, partnerships to grow and innovative ideas to become real-world impact. It is therefore imperative for the selected venue to be conducive to fostering such connections.

Event Format

The event will be delivered over two full days, each serving a distinct purpose within the overall participant journey.

Day 1 – Shared Framework and Ecosystem Dialogue

Day 1 will establish the common narrative for the event through high-level discussions, interactive sessions and cross-sector dialogue. The programme will prioritise interaction between event audiences, encouraging collaboration across stakeholder groups that would not typically meet within initiative-specific settings.

Day 2 – Community Engagement and Initiative Showcases

Day 2 will provide greater visibility for the participating initiatives and communities through more targeted engagement of their respective audiences and dedicated sessions, workshops, demonstrations and networking activities.

Audience Profile

The venue should be capable of accommodating a diverse audience of approximately **400–500 participants**, including representatives from:

- European institutions and public authorities;
- Higher education institutions and educators;
- Industry, employers and innovation ecosystem partners;
- EIT Community initiatives and programme managers;
- EIT Alumni;
- EIT Girls Go STEM participants
- Entrepreneurs and innovators;
- Media and communication stakeholders.

The event will combine plenary sessions, parallel workshops, networking activities, exhibitions and informal collaboration spaces. Venue layouts should therefore support a

seamless transition between formal conference sessions and interactive participant engagement throughout the two-day programme.

Scope of Services

The selected contractor shall provide a venue and associated venue-managed services to support the successful delivery of the EIT Education & Skills Days 2027 in Brussels. **The selected contractor shall provide the venue and associated venue-managed services only.** Services relating to programme delivery, participant management, communications, operational event management, and any non-venue services fall outside the scope of this contract and will be procured separately.

The venue should be capable of accommodating approximately 400–500 participants over two consecutive days while supporting a combination of plenary sessions, parallel workshops, exhibitions, networking activities and informal collaboration.

Tenderers should clearly distinguish between services included within their proposal and any optional services that may be procured separately. While integrated venue solutions are preferred where they represent good value for money, the Contracting Authority recognises that some venues may not directly provide certain services (e.g. catering or audiovisual support). Such services may instead be procured separately through the Event Agency and therefore their absence shall not, in itself, render a proposal non-compliant.

Mandatory Services

Venue Facilities

The venue shall provide suitable conference facilities, including:

- Exclusive or dedicated use of the designated spaces for the duration of the event;
- One plenary room accommodating approximately 400–500 participants in theatre style;
- Three to four breakout rooms capable of accommodating parallel workshops and discussions, with a capacity of 60+ persons;
- Four to six additional breakout rooms capable of accommodating parallel discussions and meetings, with a capacity of 25+ persons;

- A registration and welcome area;
- Exhibition and networking space suitable for partner showcases and informal interaction;
- Catering areas capable of serving all participants efficiently;
- Speaker preparation or green room facilities;
- A venue located within the Brussels-Capital Region, offering convenient access to public transport, accommodation, and the European institutions, while supporting an efficient participant experience.

Venue Operations

The venue shall provide operational services including:

- Venue coordination support before and during the event;
- Room set-up and reconfiguration between sessions where required;
- Furniture, staging and standard room layouts;
- Daily cleaning of all event spaces;
- Security services appropriate for an international conference;
- Waste management and housekeeping;
- High-speed Wi-Fi available throughout the venue.

Accessibility & Sustainability

The proposed venue shall be fully accessible to all participants, including those with reduced mobility, and comply with all applicable health, safety, and accessibility regulations. Tenderers are encouraged to demonstrate how the venue supports sustainable event management through environmentally responsible practices, such as waste reduction, energy efficiency, sustainable catering options, and recognised sustainability policies or certifications where applicable.

Collaboration with the Event Agency

A separate procurement procedure will appoint an Event Agency responsible for programme delivery, participant management, travel coordination, communications and overall event operations. The venue contractor shall not assume responsibility for services assigned to the Event Agency, except where operational coordination is required to ensure successful event delivery. The selected venue will therefore be expected to:

- cooperate closely with the appointed Event Agency;
- facilitate site visits and planning meetings;
- coordinate operational timelines;
- support efficient event delivery before, during and after the event.

Optional Services

Catering & Hospitality (Where Available)

If catering is offered in an integrated proposal, the venue should include catering services for approximately 400–500 participants, including:

- Morning and afternoon coffee breaks;
- Buffet or standing lunch each day;
- Water service throughout the event;
- Appropriate dietary and allergy options;
- Adequate staffing support to ensure cleanliness and freshness;
- Sustainable catering practices where possible.

Tenderers are invited to provide an optional proposal for an evening networking reception should the Contracting Authority decide to include this within the final programme.

If Catering & Hospitality are not included in the offer, tenderers are required to identify any preferred providers of this service and detailed pricing information that the Contracting Authority can refer to in considering proposals.

Audiovisual Infrastructure (Where Available)

If AV services are offered in an integrated proposal, the venue shall provide standard audiovisual infrastructure sufficient for conference delivery, including:

- Projection and presentation facilities;
- Audio systems for plenary and breakout rooms;
- Wireless and/or headset microphones;
- Presentation clickers and confidence monitors where available;
- Technical support throughout the event.

Where advanced production services (e.g. hybrid streaming, recording or interpretation infrastructure) are not included, tenderers should identify these separately as optional services.

If Audiovisual services are not included in the offer, tenderers are required to identify any preferred providers of this service and detailed pricing information that the Contracting Authority can refer to in considering proposals.

Other Optional Services

Tenderers may additionally provide separate pricing for optional services that could enhance the event experience, including:

- Hybrid streaming or event recording;
- Simultaneous interpretation infrastructure;
- Additional branding opportunities;
- Extended opening hours or additional meeting rooms;
- Enhanced audiovisual production;
- Evening networking reception;
- Additional furniture or exhibition infrastructure.

Optional services will not form part of the mandatory scope and may be procured separately depending on programme requirements and available budget.

Evaluation of Optional Services

Optional services shall not form part of the mandatory evaluation requirements and will not disadvantage tenderers that do not provide them. Mandatory evaluation will be based on the required venue facilities and mandatory services set out in this RfP. Where optional services are offered, they may be considered by the Contracting Authority when assessing overall value for money and operational suitability, provided they are clearly identified and separately priced.

Requirements of the Tenderer

Tenderers must demonstrate that the proposed venue has the capacity, facilities, operational capability, and experience required to successfully host a high-profile international conference of approximately **400–500 participants** over two consecutive days.

The tenderer should demonstrate:

- **Proven experience** hosting conferences, institutional events, or international meetings of a comparable size and complexity;
- Availability of the proposed venue on one of the **preferred event dates** identified in this Request for Proposals;
- Suitable conference facilities, located **within the Brussels-Capital Region** and offering convenient access for international and local participants, including a plenary room for approximately **400–500 participants**, **6–8 flexible breakout rooms**, exhibition and networking areas, registration facilities, and appropriate speaker preparation spaces.
- The ability to offer **flexible room configurations and adaptable event spaces** to support a variety of session formats, including plenary sessions, workshops, roundtables, exhibitions, networking activities, and informal meetings.
- The ability to provide **integrated venue-managed services**, including catering, standard audiovisual infrastructure, security, cleaning, Wi-Fi, venue coordination, and room set-up;
- Capacity to **support multiple parallel sessions**, networking activities, exhibitions, and informal collaboration throughout the event;
- Demonstrated **commitment to accessibility**, ensuring the venue is fully accessible to participants with disabilities or reduced mobility;
- Demonstrated **commitment to sustainable event management** through recognised environmental policies, certifications, or operational practices;
- **Experienced operational staff** capable of supporting planning activities before the event and on-site delivery throughout the event;
- Ability to **collaborate effectively** with an Event Agency and other suppliers designated by the Contracting Authority;

- **Clear and transparent pricing**, identifying included services as well as any optional services that may be procured separately.

Tenderers are encouraged to provide examples of comparable events previously hosted, together with references, photographs, floor plans, or other supporting documentation that demonstrates the suitability of the proposed venue.

Financial Framework

The maximum contract value of €**135,000** (excluding VAT, where applicable) represents the highest anticipated value of this contract, including the venue and any venue-managed services ultimately included within the selected proposal. Where services such as catering or standard audiovisual support are not provided through the venue contract, they may instead be procured separately through the Event Agency or another procurement procedure and therefore do not need to be included within this financial proposal.

Tenderers are encouraged to maximise value by offering integrated venue solutions where appropriate. However, the Contracting Authority recognises that some venues may not directly provide services such as catering or audiovisual support. Where this is the case, tenderers should clearly identify which services are included within the proposed contract value and which services would require separate procurement through the Event Agency appointed under a separate procurement procedure.

The financial proposal should therefore distinguish between:

- Included venue-managed services, forming part of the proposed contract value; and
- Optional or excluded services, which may be procured separately should the Contracting Authority decide to do so.

All prices shall be presented in Euro (€) and clearly indicate whether VAT is included or excluded.

Financial Reporting

The contractor shall maintain appropriate financial records relating to the services provided under this contract.

The contractor shall:

- submit invoices in accordance with the contract terms;
- provide supporting documentation for invoiced services where requested by the Contracting Authority;
- maintain records sufficient to demonstrate delivery of the contracted services and support any applicable audit requirements; and
- provide any agreed financial information relating to the performance of this contract upon request.

The contractor is not responsible for accounting between initiatives; this remains the responsibility of the contracting authority.

The Process Workflow

Phase 1 – Supplier Selection	
Step 1: RFP Publication	
Step 2: Clarification Period	Tenderers may submit written questions via this form . Responses are shared transparently with all potential bidders.
Step 3: Proposal Submission	See section 'The Offer from the Tenderer'. Applications must be received via the dedicated form .
Step 4: Evaluation and Selection	See section 'The Evaluation'. If needed, the tenderer may be invited to an interview or clarification meeting with the contracting authority in the Selection phase.
Step 5: Opportunity to Appeal	Tenderers believing that they have been harmed by an error or irregularity during the award process (as part of a selection or procurement procedure, or that the procedure was vitiated by any maladministration) may file a complaint according to the 'Appeal Procedure' section below.
Phase 2 – Contract Initiation & Event Planning	
Step 6: Kick-off Meeting	Formal kick-off with the selected venue to confirm contractual arrangements, planning timeline, communication channels, and key operational contacts.

Step 7: Venue Planning & Coordination	• Confirmation of room allocations, venue layouts, catering arrangements, standard audiovisual services, accessibility requirements, security arrangements, and operational responsibilities. • Site visits and coordination meetings with the Contracting Authority and the appointed Event Agency will be organised as required.
Phase 3 – Event Delivery	
Step 8: Pre-Event Readiness	Final confirmation of room configurations, catering schedules, venue services, technical requirements, and operational readiness prior to the event.
Step 9: Event Delivery	Provision of the venue and all contracted venue-managed services throughout the event, including venue coordination, catering, cleaning, security, standard audiovisual support, and operational assistance.
Phase 4 – Reporting and Closure	
Step 10: Contract Closure	Final reconciliation of services delivered, financial documentation, and, if necessary, a short review meeting to capture operational lessons learned.
Ongoing Contract Governance and Project Management	
Ongoing Project Management	• Regular coordination meetings between the contractor and the contracting authority throughout the preparation phase. • Monitoring of operational progress, risks, and quality assurance.
Operational Coordination	• Continuous coordination between contractor, venue, subcontractors, and the organising team to ensure timely delivery of all services.

Timeline

Opening of the tender procedure	21.09.2026
Deadline for Questions	27.09.2026 (5 PM CET)
Closing of the tender procedure	04.10.2026 (5 PM CET)
Communication of the results	07.10.2026
Mandatory Standstill/Appeal period of 3 calendar days after notification of results	08.10.2026 – 10.10.2026
Award of the tender	12.10.2026 (subject to the signature of the EIT Grant Agreement)
Signature of the contract	13.10.2026 (subject to the signature of the EIT Grant Agreement)
Event Delivery	March 2027
Final report delivery	30 April 2027

During the time of the tender procedure, the EIT CC team will receive questions via [this form](#) and provide an answer within three working days.

The Offer of the Tenderer

Tenderers are requested to submit a comprehensive proposal demonstrating how the proposed venue meets the requirements outlined in this Request for Proposals. Tenderers are also **required to submit a completed Declaration of Honor**, which is included in Annex I.

The proposal should include, at a minimum, the following information:

Venue Profile

- A brief description of the venue, including its location, ownership or management structure, and experience hosting conferences or institutional events of a comparable scale.
- Confirmation of venue availability for one or more of the preferred event dates.

Technical Proposal

A description of how the proposed venue will meet the requirements of the event, including:

- Capacity of all proposed event spaces;
- Floor plans identifying the proposed use of each room;
- Proposed room configurations for plenary sessions, breakout sessions, networking, exhibitions, catering and registration;
- Description of venue facilities and participant flow;
- Accessibility features and participant services.

Venue-Managed Services

Where a requested service is not provided directly by the venue, tenderers should clearly indicate this and identify any preferred suppliers or operational constraints that should be considered by the Contracting Authority. A detailed description of the services included within the proposal, including:

- Security;
- Cleaning;
- Wi-Fi;
- Venue coordination;
- Furniture and room set-up;
- *Where Available* Catering;
- *Where Available* Standard audiovisual services;
- Any additional services included as part of the proposed package.

Financial Proposal

A detailed financial proposal shall be submitted, clearly identifying the cost categories. All prices should be presented in Euro (€) and clearly indicate whether VAT is included or excluded.

Sustainability and Accessibility

Tenderers should describe the venue's approach to environmental sustainability, accessibility and inclusion, health and safety compliance, and any relevant certifications or sustainability policies.

Project Team and Venue Coordination

Tenderers should identify the proposed venue contact(s) and describe the operational support that will be provided throughout the planning and delivery of the event, including coordination with the Event Agency appointed under a separate procurement procedure.

Supporting Documentation

Tenderers are encouraged to include supporting documentation where relevant, including:

- Floor plans;
- Photographs of the venue and meeting spaces;
- Sample catering menus;
- Technical specifications;
- Sustainability certifications;
- References or examples of comparable events previously hosted.

Proposals should clearly distinguish between services included within the proposed contract value and optional services that may be procured separately by the Contracting Authority.

The Evaluation

The proposals received by 04 October 2026 (5 PM CET) will be evaluated by 3 people (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
Venue Suitability & Facilities	Suitability of the venue to accommodate the event requirements, including capacity, room configuration, flexibility of spaces, accessibility, participant flow, overall quality of the facilities, and location within Brussels, taking into account accessibility by public transport, proximity to accommodation, and ease of access for international participants.	40%
Operational Capability & Included Services	Ability to provide the required venue-managed services, including venue coordination, room set-up, security, cleaning, Wi-Fi, and any additional services included within the proposal. Where services such as catering or audiovisual support are not provided directly by the venue, proposals will be assessed on the clarity of the proposed approach and any operational implications rather than the absence of those services.	20%
Track record	Demonstrated experience hosting conferences or institutional events of comparable size and	10%

	complexity, including references and examples of similar events.	
Sustainability & Accessibility	Demonstrated commitment to accessibility, inclusion, and environmentally sustainable venue management practices.	10%
Best Value for Money	Assessment of total cost of the proposal in relation to the services offered. Consideration will be given to the quality, suitability, and completeness of the proposed venue solution rather than simply the lowest price.	20%
Total		100%

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

Minimum technical quality threshold

To proceed to final ranking:

- Tenderers must obtain a minimum weighted score of 70% (56/80) across criteria 1–4 before financial evaluation is applied.
- Proposals below the minimum threshold may be excluded from further consideration.

Financial evaluation

Tenderers shall submit clear pricing related to venue costs and the costs of other venue-managed services, including:

- Physical spaces;
- Mandatory services;
- Optional services as either;
 - Included components of the venue's offer or;
 - Preferred providers of the optional service.

Evaluation of price shall consider the total estimated value of the venue and venue-managed services with either an integrated offer (including Catering and AV) or a non-integrated offer (with clearly identified preferred providers of Catering and AV).

Clarification and negotiations

EIT CC reserves the right to request clarifications or enter negotiations in accordance with the applicable procurement procedure.

No clarification shall modify the fundamental elements of the proposal.

Award

The contract shall be awarded to the tenderer obtaining the highest final weighted score. Only tenderers with a minimum weighted score of 70/100 across criteria 1-5 can be chosen. In the event that no tenderer achieves this minimum score, the procurement process will reopen.

General Terms and Conditions

- All proposals and supporting documentation submitted in the context of this procurement procedure shall be treated as confidential and processed only for the purposes of evaluating and conducting this procurement procedure.
- Any personal data and other information exchanged in connection with this procurement procedure shall be processed in accordance with applicable data protection legislation, including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR).
- All information, documentation and communications provided by EIT CC during the procurement procedure, whether in written, electronic or verbal form, shall be considered confidential and shall not be disclosed, reproduced, distributed or made available to third parties without EIT CC's prior written approval.
- Tenderers shall implement appropriate technical and organisational measures to ensure confidentiality, integrity and protection of information received during the procurement process.
- The selected tenderer shall perform the services in compliance with all applicable laws and regulations, including GDPR and other applicable data protection requirements.
- The information that the Contracting Authority will provide in the context of this procurement procedure in writing or verbally are considered confidential and must

not be disclosed to any other external parties without prior written approval from the Contracting Authority.

- Any contractual reservations, deviations, assumptions, amendments or alternative contractual provisions proposed by the tenderer must be expressly disclosed in the offer in accordance with the Contractual Agreements section. Any undisclosed deviation shall be deemed rejected and shall not become part of the contractual relationship.
- The relationship between EIT CC and the selected tenderer shall be governed by the principles of fairness, transparency, good faith and cooperation throughout both the procurement procedure and the execution of the contract.
- EIT CC reserves the right, at its sole discretion and without liability, to suspend, amend, cancel or discontinue the procurement procedure and/or decide not to award the contract.
- Submission of a proposal does not create any entitlement to award, compensation or reimbursement of costs incurred by the tenderer.
- The procurement procedure and the resulting contractual relationship shall be nonexclusive. EIT CC reserves the right to procure similar or related services from other providers where justified by operational, legal or strategic considerations.

Appeal Procedure

1. Submission of appeal:

(a) Interested parties who wish to lodge an appeal must do so in writing within three calendar days [3] from the date of 07 October 2026.

(b) Appeals must be submitted via email at info.edu@eit-culture-creativity.eu.

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 three 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 CC procurement rules and relevant national legislation.
- (b) Evaluating the merits of the grounds for appeal and supporting evidence provided.
- (c) The review committee may request additional information or clarification from the appellant or the contracting authority, if necessary.

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.

Conflict of Interests

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

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

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

6. The tenderer shall prepare and submit its proposal independently, fairly and without engaging in collusion, anti-competitive practices or obtaining undue advantage.

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

Contractual Arrangements

The Service Agreement included as Annex 2 constitutes the Contracting Authority's proposed contractual framework for this procurement. Tenderers are required to review the draft agreement and, where they wish to apply their own standard contractual terms or propose amendments to the draft Service Agreement, they shall clearly identify and submit all proposed deviations as part of their proposal. Failure to disclose such deviations at the proposal stage may result in the Contracting Authority disregarding any subsequently proposed amendments during contract negotiations. The Contracting Authority acknowledges that venue providers may operate under their own standard contractual terms and conditions and may consider the use of such terms, provided they are compatible with the requirements of this Request for Proposals and are accepted by the Contracting Authority following legal and procurement review. The Contracting Authority reserves the right to negotiate the final contractual terms with the successful tenderer prior to signature. Any agreed deviations shall not alter the subject matter, scope, award criteria, or other material conditions of this procurement.

Annex 1: Declaration on honour on exclusion criteria and selection criteria

Procedure title: EIT Education & Skills Days Venue and Venue-related Services

A. Declaration on honour on exclusion criteria

[Option 1 when the candidate or tenderer is a legal person]

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.

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).		
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 is²:	YES	NO
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.		
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II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

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

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

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

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

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

IV – Other grounds for rejection from this procedure

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

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence, which illustrates the remedial measures taken, must be provided in annex to this declaration. This does not apply for situations referred in point (1) (d) of this declaration.

VI – Evidence upon request

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

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

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

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting 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
<i>Insert as many lines as necessary.</i>	

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

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

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

B. Declaration on honour on selection criteria

I – Selection criteria

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

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

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

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

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

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

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

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

the above-mentioned person complies with the selection criteria applicable to it individually:	YES	NO	N/A
a. has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section 4.2.2. of the tender specifications;			
b. fulfills the applicable economic and financial criteria indicated in section 4.2.3. of the tender specifications;			
c. fulfills the applicable technical and professional criteria indicated in section 4.2.4. of the tender specifications.			

d. is not subject to conflicting interests which may negatively affect the contract performance.			
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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>	

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.

Annex 2: Service Agreement Template

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 an entity that aims to deliver EIT Education & Skills Days 2027 in a venue that can adequately host 400-500 stakeholders from the EIT education network in a variety of settings including plenary spaces, networking spaces, and breakout rooms while also counting on venue-managed services such as security, cleaning, and more.
- EIT CULTURE & CREATIVITY has launched a tender for the provision of Event Venue and Venue-Managed Services EIT Education & Skills Days 2027 (the "Tender").
- Supplier is a company specialized in the field of providing venue spaces and venue-managed services for conferences, institutional events, or international meetings of a comparable size (400-500 attendees) and complexity (multiple spaces for diverse audiences).
- 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 attached to this Agreement, as well as the Tender.

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

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

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

- (a) mutually agreed in writing, and
 - (b) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
 - (c) the modification does not alter the overall nature of the contract; and
 - (d) any increase in price is not higher than 10% of the original value of the Agreement.
- In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 10% of the original value of the Agreement.

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

EIT CULTURE & CREATIVITY	Supplier
Jeremy Booth	
Jeremy.booth@eit-culture-creativity.eu	

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 & CREATIVITY Confidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT 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 The Agreement is entered into as from the Effective Date (as specified in Annex 1) and shall end by operation of law, without the requirement of prior notice of termination, on the date agreed and specified in Annex 1.

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
Rolf Hughes

SUPPLIER
Fist name, Last name