

# EIT Culture & Creativity Procurement Policy





**EIT Culture & Creativity Procurement Policy**

<p>Owner’s approval: (signed)</p> <p>Date:</p>  <p>Name:</p> <p>Function: COO</p>	<p>Authorization: (signed)</p> <p>Date:</p>  <p>Name:</p> <p>Function: CEO</p>
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**Record of Revisions**

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## 1. PURPOSE

EIT Culture & Creativity, hereunder referring to EIT Culture & Creativity GmbH (KIC LE), EIT Culture & Creativity e. V. and its subsidiaries (CLCs), are following the guidance of the public procurement law (Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, hereinafter “EU public procurement directive”, transposed into section 97 et seqq. of the Act against Restraints of Competition / Competition Act – GWB) and further procurement regulations in EU member states.

It is the responsibility of all employees who are involved in the supply of service or goods contracts to familiarize themselves with this Policy. The contractor (ie, the KIC LE or the CLC) is responsible for establishing the necessary authorizations (in accordance with the delegation of power of attorney), obtaining them if necessary and carrying out the necessary checks during the entire procurement process. The relevant employee(s) shall remain responsible for ensuring that all necessary approvals are obtained and documented in writing before a contract is awarded. Each authorized representative shall ensure that all authorizations (including those issued electronically) are obtained and documented before giving his consent to the award of contracts.

EIT Culture & Creativity intends to develop and maintain policies, procedures and processes to ensure that procurement procedures and the use of funds are in compliance with applicable laws and reflect statutory objectives. In addition, it should be noted that the principles and objectives of public procurement law, namely compliance with the principles of competition, transparency, cost-effectiveness and proportionality as well as equal treatment of all interested companies, are applied across all procurement procedures, following the best value for money principle. The purchase of goods and services by EIT Culture & Creativity is intended to be fair and transparent and ensure that the best possible result for EIT Culture & Creativity is achieved.

However, this Policy does not cover non-procurement expenditures such as sponsorships, grants, funding arrangements, donations and employment contracts; the disposition of property and other assets; the acquisition, rental or leasing of land, existing buildings or other immovable property or rights thereon; general business expenses (which are covered by the EIT Culture & Creativity Travel and Expense Regulation) and the employment of staff on an interim basis (without consultancy contracts).



## 2. OBJECTIVE

EIT Culture & Creativity aims to achieve advantageous procurement outcomes by enhancing value for money through fair, competitive, non-discriminatory procurement procedures; promoting the use of resources in an efficient, effective and ethical manner; making decisions with accountability and transparency; providing reasonable opportunities for competitive businesses of all sizes and especially for small and medium-sized enterprises (hereinafter “SMEs”) to supply to EIT Culture & Creativity; appropriate risk diversification; and ensuring compliance with all relevant legislation.

## 3. PRINCIPLES

The principles of transparency, equal treatment, non-discrimination and competition, to guarantee best value for money, as well as the principles of mutual recognition and proportionality are the general principles for the award of contracts. They are derived from the principles of the Treaty on the Functioning of the European Union (hereinafter “TFEU”) and in particular from the principle of freedom of movement of goods, the principle of freedom of establishment and the principle of freedom to provide services.

To ensure transparency and equal chance to all participants, a summary of the procurement rules will be accessible through the EIT CC website, including the main principles, as well as the main terms of the EIT CC framework agreement.

Following the political guidelines 2024-2029 issued by the European Commission, EIT CC will also give priority to goods produced in EU.

## 4. INTERNAL ASSUMPTIONS

Irrespective of the thresholds to be observed under procurement law, the following value limits shall apply as mandatory internal requirements for procurements by EIT Culture & Creativity. The value of a procurement is calculated as follows:

- the determined value is always decisive without value added tax;
- the relevant date for the calculation shall be the date on which the contract

notice is dispatched; or

- the contract value is determined on the basis of the expected total turnover of the procurement measure, taking into account all options for extending the contract. Subdividing a total order into several individual orders in order to fall below the EU thresholds is an impermissible circumvention.
- the estimated procurement value shall be calculated for the entire duration of the contract. In the case of a fixed term supply or service contracts, the estimated procurement value should be the total contract value for the total duration of the supply or service contract. In case of service contracts without a fixed term or with a term greater than 48 months which do not indicate a total price, the estimated procurement value shall be the monthly value multiplied by 48;
- in case of doubt, a legal opinion must be obtained.



- EIT Culture & Creativity, once established as a legal entity, will accede to contracts previously concluded by the SUGA consortium partners under their procurement policy for the provision of services to EIT Culture & Creativity and on its behalf, which will then not need to be re-tendered.
- EIT CC will use its standard contract agreement, unless the specific services or goods require the use of the provider's contract, such like licenses, security supply, etc.

The procurement policy, amended in July 2024, enters into force from 31/07/2024.

## 5. ADVERTISING OF PROCUREMENTS, ADVANCE INFORMATION AND DOCUMENTATION

In order to ensure further transparency KIC LE will advertise its procurements adequately, provide market and/or the concerned economic operators with the information necessary and provide a duly documentation of the procurement processes.

KIC LE will advertise their procurements according to the specific procedure and threshold (Annex I) and above the EU procurement threshold (EUR 221,000), contract notices will be published on Tenders Electronic Daily (TED), by using TED eNotices.

The procurement process, including the required characteristics of the procurement subject and the criteria used (exclusion, selection, and award criteria), will be communicated to the relevant economic operators before the procedure begins.

For procurements exceeding EUR 143,000, this information will be included in the contract notice embedded in the RFP document. For lower or mid-value procurements (ranging from EUR 15,000 to 60,000 and from EUR 60,000 to 143,000 respectively), this information will be part of the invitation sent to the economic operators concerned at the beginning of the procurement.

The procurement procedure will be thoroughly documented. This includes in particular documentation of all phases of the procurement process, such as the preparatory phase with market research (referred as 'prior information as template'), the reasons for selecting the economic operators to be invited (if applicable), , tender evaluation reports and reports on negotiations with tenderers and any other documents referred to in Annex II (list of templates).

## 6. CONFLICT OF INTEREST

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



Employees conducting business on behalf of EIT Culture & Creativity must take all measures to prevent any situation where the impartial and objective implementation of the specific actions is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interest').

In the course of procurement procedures, conflicts of interests may arise at all procedural stages. The evaluation of the offers is often considered as one of the most vulnerable phases. EIT Culture & Creativity will put in place a clear framework for the management of conflict of interest situations and all persons who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure (declaration, assessment, handling) to make sure that shared interests, as mentioned above, do not influence the award decision.

As per the Model Grant Agreement and the rules of eligibility of costs, a conflict of interest is identified when the service provider is also a beneficiary of the grant (alternatively a subgrantee). In general, the identity of subgrantees and subcontractors should not overlap in the implementation of EIT-funded activities. Limited exceptions to this rule will be assessed on a case-by-case basis, and may be allowed provided that the relevant tasks are clearly differentiated and the general and specific eligibility rules of the Grant Agreement (GA) are adhered to, ensuring no adverse conflict of interest. In the event, that EIT CC is in a situation that require a beneficiary (alt. Subgrantee) to be selected through one of the procurement procedures, then both parties should demonstrate the absence of conflict of interests, i.e., the scope of the service provision contract should be disconnected from the action to be conducted with the EIT Funding. If the absence of links between the services awarded and the action conducted with the EIT grant is demonstrated, then the procurement procedure can apply, otherwise the tenderer should be excluded from the process.

In the event of the involvement of CLCs or other affiliated entities of EIT CC as subcontractor a conflict of interest is inherent and therefore, CLCs/other affiliated entities of EIT CC are excluded from the implementation as a subcontractor. EIT CC partner organisations (i.g. members of the EIT CCSI e.V.) with an active role in the EIT CC governance (e.g. with an employee or representative as member of the Supervisory Board) may not participate in the implementation as subcontractors unless such an involvement is approved by the Supervisory Board of the KIC LE of EIT CC. The decision must be taken by the Supervisory Board under exclusion of the voting right of the member associated with the EIT CC partner organisation concerned.

Should anyone involved in the procurement procedure become aware of their potential conflict of interest with regard to the procurement procedure they are implementing, they shall inform the Legal & Procurement Officer (hereinafter also referred to as "LPO") or the COO. In the case of a potential conflict of interest, the concerned EIT Culture & Creativity member shall either withdraw from the procedure or alternatively, depending on the stage of the procurement procedure, the supplier in question might be replaced with a different company (if this is in the best interests of EIT Culture & Creativity).

Compliance with the requirement of absence of conflict of interest will be attested upon signature of Conflict-of-Interest declaration signed by all members of the Evaluation Committee, as well as the declaration of honor signed by the selected provider.





## 7. PROCUREMENT APPROVAL PROCESS

It is the responsibility of the Project Owner requiring the purchase of the services/goods to obtain necessary authorisation within EIT Culture & Creativity for the procurement, and to manage the progress of the authorisation within EIT Culture & Creativity’s electronic system in place at such time (if any). Authorisations for procurements shall be obtained by the project owner in accordance with the Delegation of Authority levels in place at such time, having regard to the contract value and duration, payment terms and other factors requiring formal approval.

In all cases, approved requisitions/purchase orders shall be provided to EIT Culture & Creativity’s Financial Department, which processes the approved purchase order and establishes the payment schedule for the supplier of the goods/services.

Following placement of a purchase order, the EIT Culture & Creativity Project Owner remains responsible for certifying, via the electronic system in place at such time, that the goods/services have been received and that they have been supplied wholly in accordance with the purchase order requirements. Only once this certification has been made will the respective invoice be approved/processed for payment.

The Project Owner must always get the approval from his/her direct manager and the finance department. If, the direct manager is not the budget owner, then a written request should be made to the budget owner. The following budget limit authorizations apply for the Business Plan 2024 – 2025

Position	Budget limit without double signature	Second signatory
C-level	143 000 euros	A second C-level
Director WP	60 000 euros	C- level
CLC Director	60 000 euros	C- level
Head of department	15 000 euros	Director

In the event of interim directors, the authorizations apply if and only if it is clearly stated in the interim employment contract or service provision agreement.

The 4-eye principle must apply in all cases, irrespective of the amount of awarded amount.

If the Finance department is involved as Project owner / Business requestor, then another party should be appointed to review the documentation to ensure compliance in the process.

## 8. VERY LOW VALUE CONTRACT

### a. Scope

The very low value contract aims to make the procurement procedure more efficient from a time and money perspectives:

- Maximum yearly amount: 15 000 euros excluding VAT



- Maximum duration of the contract: 12 months
- Allowed to renew yes once for the same period originally contracted
- Additional renewal: through an open procedure

### *b. Documentation*

For all very low value only one document is requested for audit purpose and ensure that a contract is not awarded based on personal and emotional involvement: Very low value justification.

It is requested to keep the record of all exchanges (emails, documents, meeting records) with the provider. The documentation must be kept for at least 3 years.

### *c. Approval process*

Only the EIT CC budget owner can engage expenses on behalf of EIT CC. Please refer to paragraph 6. Approval process.

### *d. Deviation in the contract value*

The contract awarded with very low value must not deviate by more than 10% of the agreed value at signature.

Any deviation should be duly justified by the awarded provider and should be exceptional.

## 9. PROCUREMENT OPEN PROCEDURE

An open procedure is a competitive procedure aiming to compare different proposals from different providers to award a contract to the best competitive provider offering the best price and quality. Every stage of the procedure must respect fairness, equal treatment and transparency.

### *a. Publication*

The publication of a contract notice initiates a procurement procedure whose characteristics and requirements are outlined in Annex I (Thresholds & Procedural Steps).

### *b. Tender documents*

The tender documents comprise all the information required to enable the candidate or tenderer to decide on participation in the procurement procedure.

In the Request for proposals document and any prior communication to invite the tenderer an electronic address shall be indicated from which there is free, unlimited, full and direct access to the tender documents. The subject matter of the contract shall be described as clearly and comprehensively as possible in the request for proposals so that the description is understandable in the same way for all undertakings and so that the tenders can be compared with each other. The tender specifications shall include non-discriminatory functional, technical and performance requirements or a description of the task to be addressed, knowledge of which is required to prepare the tender, as well as the circumstances and



conditions for provision of the performance. Contracts shall be divided into individual lots (partial lots) and awarded separately according to the type or area of specialization (trade-specific lots).

Reasonable time limits for the receipt of requests to participate and tenders as well as for the validity of tenders (binding period) shall be set, which is, according to the EU-Financial Regulation, for low-value contracts (15 001 EUR – 60 000 EUR) at least 7 business days and for middle-value contracts (60 001 EUR – 143 000 EUR) at least 10 business days and for high-value contracts (143 001 euros – 220 999 euros) at least 15 days. For contracts with values reaching or exceeding applicable EU-thresholds of 221 000 euros at least 30 days, with possible reduction to 15 days in case of a prior information notice or duly substantiated state of urgency

Regardless of minimum time limits, due consideration shall be taken in particular of the complexity of the subject matter of the contract, the declarations and evidence to be provided, the time required for preparing requests to participate, the time required for evaluating the requests and the means of communication chosen.

### *c. Selection criteria*

EIT Culture & Creativity assesses the eligibility of the candidates or tenderers on the basis of the specified selection criteria. The selection criteria shall be clear and objective and defined before the initiation of the procurement procedure. They may exclusively relate to the qualification and authorization to pursue professional activity, economic and financial standing and technical and professional ability. Before the initiation of the procurement procedure, all candidates or tenderers shall be informed about eligibility criteria, including any minimum requirements and requirements for the provision of evidence. Evidence shall be provided primarily by self-declarations of tenderers.

### *d. Segregation of duties*

Segregation of duties is an important internal control mechanism in the procurement process. To organize a procurement, the following roles are identified:

- Legal & Procurement Officer: responsible for ensuring the proper implementation of the Procurement Policy and respect of procedures. In the absence of the Legal & Procurement Officer, this function will be implemented by the COO ;
- Project Owner/Business requestor: the person initiating the procurement process
- Approver – role may be fulfilled by all members of the Management Team having budget authority for the concerned spending in accordance with paragraph 6;
- Members of the Evaluation Committee (if required, depending on the applicable procurement procedure) – the Evaluation Committee will be composed of the Project Owner/Business requestor and a minimum of 2 relevant profiles to review the proposals received.

### *e. Award of contract*

All contract awards financed by EIT Culture & Creativity must obey the principles of best value for



money; absence of conflict of interest; transparency; proportionality; equal treatment; and non-discrimination and need to follow the procedures set out in this Procurement Policy. Deviation from this Procurement Policy is only possible with the written approval of the COO (email accepted), any exception should entail the update of this policy.

The contract can be awarded for a maximum duration of 36 months and be renewed once if and only if the original terms of the contract do not deviate by more than 20%.

Otherwise, a new procedure should be opened to select another provider.

### *f. Standstill period and appeals procedure*

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. Appeals should be addressed to EIT Culture & Creativity.

Standstill period: To allow for any such potential appeals, EIT Culture & Creativity shall observe a standstill period prior to signing of the contract with the winning tenderer as presented in Annex I.

In their application to EIT Culture & Creativity the complainant shall explain what procedural aspects they consider have been violated along with any recommendations or remarks. Such charges need to be supported with data and facts and, if possible, – documentation. An appeal whose sole purpose is to obtain a second evaluation for no reason other than that the complainant disagrees with the final award decision is to be rejected.

All complaints related to the procurement procedures organized by EIT Culture & Creativity shall be processed by the Legal & Procurement Officer in cooperation with the COO, having the knowledge and authority to repair or take necessary action for mitigation in case of need.

All communication related to the complaints shall be conducted by email. EIT Culture & Creativity should respond to such complaints without delay but no later than seven calendar days of the receipt of the complaint. The possible outcomes of the complaints procedure could be:

- Rejection of the complaint due to lack of merit
- Acceptance of the complaint resulting in the re-evaluation of the proposal(s) and forming a new decision.

In this last case, a new evaluation committee should be appointed to review the proposals.

### *g. Communication and documentation*

All procurement procedures carried out on the basis of this Policy, including procedures without prior publication shall be conducted and documented by electronic means according to applicable procurement law. Communication in a procurement procedure may be oral if it is documented in an appropriate manner (ie minutes or email with summary of the discussion).

Procurement procedures shall be documented in such a way that all procedural steps, including the preparation of the procedure, minutes of the opening of tenders, evaluation of tenders, negotiations with



tenderers and other specific measures and the reasons for decisions can be traced. The documentation must be continuously updated throughout the entire procurement procedure. It must contain all essential information and summarize the results of the individual procedural steps.

Every open procedure should produce the following list of documents:

Template code	Content
Preparation of RFP - Template	Prior information to the tender List of tenderers contacted, answered/not answered (status)
RFP - Template	RFP document (and related versionning)
Tenderer form - Template	Template to collect info about the tenderer
NA	Webpage with the RFP information
NA	All emails exchanged with the tenderers
NA	In case of meeting: recording and/or minutes
NA	All proposals received
Evaluation - Template	Evaluation document
Col evaluation committee - template	Col declaration from the evaluation committee
Email notification - Template	Email notification with results
Contract award - Template	Email notification to award the contract

All documents are listed in the annex 'Checklist' that must be filled in by every Project owner / Business requestor.

Notwithstanding other applicable legal provisions, the documentation as well as the tenders, requests to participate and their annexes must be kept for at least six years from the date of the award. All potential or actual suppliers should accept that during the implementation of the contract and for six years following the year in which the contract has been completed, for the purposes of safeguarding the EU's financial interests, EIT Culture & Creativity has the right to provide the internal audit services, the European Court of Auditors, the Financial Irregularities Panel or the European Anti-Fraud Office with all documentation pertaining to any procurement procedure (the proposal and all its annexes, all communication with the supplier, the contract, and any relevant documentation).

### *h. Modification of contracts*

As a general rule, in case of a substantial change to the initial contract that renders the amended contract materially different in character from the one initially concluded, a new procurement procedure is required. However, contracts may be modified without a new procurement procedure in any of the following cases:

- where such modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision



clauses, or options ● for additional works, services or supplies by the original contractor that were not included in the initial procurement but that have become necessary and where a change of contractor cannot be made or would cause significant inconvenience, provided that the increase in price does not exceed 50 % of the value of the original contract

- where all of the following conditions are fulfilled: the need for modification has been brought about by circumstances which a diligent contractor could not foresee; the modification does not alter the overall nature of the contract; any increase in price is not higher than 50 % of the value of the original contract
- where a new contractor replaces the one to which the contractor had initially awarded the contract as a consequence of a clause initially provided for in the contract, due to succession or if the contractor itself assumes the main contractors' obligations towards subcontractors where this is provided for in national law
- where the value of the modification is not substantial, i.e. it is below 10 % of the initial contract value for service and supply contracts (the modification may not alter the overall nature of the contract)

Where several successive modifications are made, the value shall be assessed on the basis of the net cumulative value of the successive modifications.

Any modification above 10% should be documented as a contract amendment and should be signed by all parties in accordance with the original contract. The template should follow the original contract template and should refer to the amended articles only. Successive modifications should be numbered as “contract amendment No. 1”, etc. Justification for the modification should be documented by the Business Requestor and must be added to the procurement documentation/purchase order.

### *i. Negotiations of contracts*

EIT CC is entitled to negotiate the terms of the contracts with the selected provider in order to:

- Get the best offer and request ‘nice to have’ services offered by another competitor
- Request discounts on services proposed
- Negotiate the articulation of services and support proposed

The negotiations should aim to create a financial or non-financial benefits to EIT CC as an organisation. The negotiation cannot create personal benefits to any of the parties.

The negotiations must be fair and respectful of all regulations in place locally and at EU level.



## 10. PROCUREMENT SPECIFIC PROCEDURES – Direct award

Direct award should only be used for very low value contracts, or in exceptional and well-justified cases for higher contract value.

A direct award can be concluded for a short period of time and no more than 12 consecutive months.

### *a. Direct award below 15 000 euros*

In the event of a contract awarded directly for a value below 15 000 euros, please refer to paragraph 7. 'Very low value contract'.

### *b. Direct award above 15 000 euros*

The direct award above 15 000 euros excluding VAT is allowed if and only if, one of the following events happens:

1. It can only be performed by a particular economic operator because:
  - a. the procurement is for the creation or acquisition of a unique artistic work or performance.
  - b. competition is absent for technical reasons; or
  - c. the protection of exclusive rights (e.g. IP rights)
2. It is about health and/or security
3. It is a strategic event or participation aligned with the business plan and strategic agenda
4. It is about the use of an innovation pilot
5. It is for the purchase of supplies on particularly advantageous terms, from a supplier or liquidator in an insolvency situation
6. It is for additional deliveries by the original supplier under a contract where a change of supplier would oblige EIT CC to acquire supplies having technical characteristics which would result in incompatibility or disproportionate technical difficulties in operation and maintenance
7. It is a case of extreme urgency due to unforeseeable events

### *c. Deviation in the contract value*

The contract awarded directly must be a fixed fee contract and should not deviate by more than 10% of the agreed value at the signature.

Any deviation should be duly justified by the awarded provider and should be exceptional.

### *d. Other exceptional cases: Particular economic operator*

The selection of a supplier with a direct award of the contract can be justified if and only if the supplier is providing services or goods based on:



- A patent, of which the supplier has exclusive use
- Artistic creation (visual art, music etc), of which the supplier is the artist
- Any other service or goods provided by a specific provider in applications of IP rights

Such selection should be duly justified and documented by the appropriate evidence of exclusive IP, patent or capacity.

### *e. Other exceptional cases: Health and security*

The contracts linked to health and security can be awarded directly if EIT CC might decide to go for a specific provider per country as per the public recommendations. In such case. It is accepted that the health and security of EIT CC employees and other people participating in the EIT CC community, is a priority and should access the best available option in the market.

This might include but is not limited to:

- Security service during events
- Security measures (including alarms, cybersecurity, etc) in the working place
- Health access: prevention and training (recommended by the public local authorities)

### *f. Other exceptional cases: Key strategic events and participation*

The direct award procedure can apply for participation in strategic events anticipated in the Business Plan and aligned with the Strategic Agenda.

The project owner / business requestor must ensure that any options available are reasonable, such like:

- booth and options available
- logo and materials for the events produced by the organiser
- any related cost to host a workshop / presentation / pitch

Such participation above 15 000 euros must provide clear benefits to the EIT CC organisation and a set of KPI should be created to measure such benefits. The set of KPI can include (but not limited to):

- The number of attendees
- The number of new leads





- The number of new subscribers (newsletter, community platform)
- The number of MoU signed
- New associates, community participants, cooperation partners, core partners
- Other opportunity

### *g. Other exceptional cases: Use of an innovation pilot*

EIT CC can directly award a contract in order to use an innovation pilot. Such a decision can be made to ensure EIT CC develops a competitive advantage and / or improve and streamline its processes and operations.

The direct award must be documented with the specific competitive advantage and/or processes to be streamlined.

### *h. Other exceptional cases: Acquisition of goods from a supplier in an insolvency situation*

EIT CC can acquire goods at a better price and lower than the market price by directly awarding a supplier in an insolvency situation. Such a contract should bring a direct financial benefit to EIT CC.

EIT CC should document this specific case with the legal decision proving the status of the company.

### *i. Other exceptional cases: Avoiding additional costs*

EIT CC can directly award a contract to a provider if and only if this direct contract can prevent EIT CC entailing additional costs. Such benefits should be clearly identifiable and measurable.

This can encompass, but is not limited to:

- Continuation of use of IT solutions such like O365 that has a monopoly on the market and is known by every employee, avoiding additional training costs, also this system has integration with most of the other existing platform
- Supply of service from a specific provider ready to provide the services in a much shorter term as the provider knows already the context and the problems to be resolved

### *j. Other exceptional cases: Extreme emergency*

EIT CC might be in a situation of extreme emergency that could not have been reasonably foreseen. The timeline and delays of reactions do not allow the EIT CC to go through an open procedure.



The reason of the emergency and timeline impact must be described to justify the direct award of a contract.

### *k. Approval process*

The simplified procedure of a direct award must be approved twice if it is above 15 000 euros. The second approver must be part of the C-level team.

The second approver aims to confirm that the procedure is compliant with the Procurement policy and ensure that it is a reasonable choice due to the context.



## 11. LIST OF APPENDICES

### Annex I: Thresholds & Procedural Steps

Thresholds	≥ €15,000 (yearly) Direct Award	€1 - €15,000 (yearly) Very low value Direct Award	€15,001 - €60,000 (yearly) Low value
Minimum number of bidders to be invited	N/A	N/A	3
Minimum number of days for proposal submission	N/A	N/A	At least 7 days
Advertising (publication of contract notice) and competition	N/A	N/A	Request for proposal sent to at least 3 bidders
Evaluation Committee	N/A	Not mandatory	Recommended, with at least 3 members (odd numbers)
Contract form or Terms of Contract (English language above €15,000)	EIT Culture & Creativity's contract template OR Supplier's template + EIT Culture & Creativity's General Purchase T&C	EIT Culture & Creativity's Terms and conditions, standard contract	EIT Culture & Creativity's contract template OR Supplier's template + EIT Culture & Creativity's General Purchase T&C
Minimum docs to be provided	<ul style="list-style-type: none"> <li>Request for services or goods directly awarded</li> <li>Email exchanges with supplier</li> <li>Direct award justification</li> <li>Contract (signed)</li> <li>Invoice(s)</li> </ul>	<ul style="list-style-type: none"> <li>Request for very low value service / good</li> <li>Quote</li> <li>Email exchanges with bidder(s) (if applicable)</li> <li>Contract template (signed)</li> <li>Justification of very low value direct choice of supplier</li> <li>Evaluation template if not directly awarded</li> <li>Invoice(s)</li> </ul>	<ul style="list-style-type: none"> <li>Prior information to the tender</li> <li>RFP document (and related versioning)</li> <li>Webpage with the RFP information</li> <li>All emails exchanged with the tenderers</li> <li>In case of meeting: recording and/or minutes</li> <li>All proposals received</li> <li>Evaluation - Template</li> <li>Col evaluation committee - template</li> <li>Email notification - Template</li> <li>Contract (signed)</li> <li>Invoice(s)</li> </ul>
Standstill period before award of contract (min days)	N/A	N/A	At least 3 days
Contracts modification possible	Yes	Yes	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.8 modifications of contracts
Negotiation allowed	Yes	Yes	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.9 negotiations of contracts



Thresholds	€60,001 - €143,000 (yearly)	€143,001 - €220,999 (yearly)	≥€221,000 (yearly)
	Middle value	High value	
Minimum number of bidders to be invited	5	NA	NA
Minimum number of days for proposal submission	At least 10 days	At least 15 days	At least 30 days with possible reduction of 15 days on limited cases provided by Directive 2014/24/EU and applicable member states procurement law (in case of doubt to be legally assessed whether conditions are met)
Advertising (publication of contract notice) and competition	Request for proposal sent to at least 5 companies + publication on the EIT Culture & Creativity's website	Request for proposal sent to at least 5 companies + publication on the EIT Culture & Creativity's website	Publication on TED, a procurement platform and EIT Culture & Creativity's website to ensure widest possible outreach at EU level. Open or restricted procedure as a general rule according to Article 26 of Directive 2014/24/EU and applicable member state procurement law.
Evaluation Committee	Recommended, with at least 3 members (odd numbers)	Mandatory, with at least 3 members (odd numbers)	Mandatory, with at least 3 members (odd numbers)
Contract form or Terms of Contract (English language above €15,000)	EIT Culture & Creativity's contract template Unless specific and provisions must be used from the supplier contract	EIT Culture & Creativity's contract template Unless specific and provisions must be used from the supplier contract	EIT Culture & Creativity's contract template Unless specific and provisions must be used from the supplier contract
Minimum docs to be provided	<ul style="list-style-type: none"> <li>• Prior information to the tender</li> <li>• RFP document (and related versioning)</li> <li>• Webpage with the RFP information</li> <li>• All emails exchanged with the tenderers</li> <li>• In case of meeting: recording and/or minutes</li> <li>• All proposals received</li> <li>• Evaluation - Template</li> <li>• Col evaluation committee - template</li> <li>• Email notification - Template</li> <li>• Contract (signed)</li> <li>• Invoice(s)</li> </ul>	<ul style="list-style-type: none"> <li>• Prior information to the tender</li> <li>• RFP document (and related versioning)</li> <li>• Webpage with the RFP information</li> <li>• All emails exchanged with the tenderers</li> <li>• In case of meeting: recording and/or minutes</li> <li>• All proposals received</li> <li>• Evaluation - Template</li> <li>• Col evaluation committee - template</li> <li>• Email notification - Template</li> <li>• Contract (signed)</li> <li>• Invoice(s)</li> </ul>	<ul style="list-style-type: none"> <li>• Prior information to the tender</li> <li>• RFP document (and related versioning)</li> <li>• TED page and webpage with the RFP information</li> <li>• All emails exchanged with the tenderers</li> <li>• In case of meeting: recording and/or minutes</li> <li>• All proposals received</li> <li>• Evaluation - Template</li> <li>• Col evaluation committee - template</li> <li>• Email notification - Template</li> <li>• Contract (signed)</li> <li>• Invoice(s)</li> </ul>
Standstill period before award of contract (min days)	At least 3 days	At least 5 days	At least 10 days
Contracts modification possible	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.8 modifications of contracts	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.8 modifications of contracts	Possible only under the conditions provided in the EU public procurement directive
Negotiation allowed	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.9 negotiations of contracts	Possible if it aligns with the provisions of the procurement policy described in the open procedure paragraph 8.9 negotiations of contracts	Not possible for open procedures; possible for negotiated procedure in cases foreseen in the EU procurement directive

Annex II:



Document	Type of procedure	Document code
Model declaration of honor	All	PP01
Tender submission form	All	PP02
Request for very low value contract	Very Low Value	PP-VL-01
Very low value justification - directly awarded	Very Low Value	PP-VL-02
Direct Award Justification	Direct Award	PP-DA-01
Request for services of good directly awarded	Direct Award	PP-DA-02
Checklist	Open procedure	PP-OP-01
Prior information	Open procedure	PP-OP-02
RFP Template	Open procedure	PP-OP-03
Col evaluation committee	Open procedure	PP-OP-04
Evaluation Template	Open procedure	PP-OP-05
Notification emails	Open procedure	PP-OP-06