

# Request for Proposal (RfP)

CFS Audit Services – Grant Agreement 2023–2025

August 2025

**[EXTENDED] Deadline for offer submission: 22<sup>nd</sup> of  
August 2025**

## 1. Context

EIT Manufacturing is one of the EIT Knowledge and Innovation Communities (KIC) focused on promoting entrepreneurship, innovation, and education in the domain of manufacturing. EIT Manufacturing brings together leading organisations along the entire value chain from smaller companies to larger industry, excellent academic and research institutions, as well as public sector organisations, to promote the transformation of manufacturing towards a sustainable, people-centric, resilient European industry, by removing barriers to innovation, promoting talent and education, leveraging enabling technologies and exploiting big data.

EIT Manufacturing is an association under the law 1901 created in 2019. Along with the EIT Manufacturing there are eight other Knowledge Innovation Communities (“KICs”) with the aim to lead the action and create services across Europe, improving the competitiveness of European companies.

**EIT Manufacturing ASBL is seeking to engage a qualified external auditor to perform Certificates on the Financial Statements (CFS) for the Grant Agreement 2023–2025. The audit must comply with the requirements established under the Horizon Europe Model Grant Agreement and EIT financial guidelines. The services will cover the main legal entity (ASBL), its Impact Centers (ICs), and a number of sub-beneficiaries. This audit process is part of the mandatory requirements under the Horizon Europe programme. The objective is to ensure that the financial declarations of beneficiaries and sub-beneficiaries meet the eligibility conditions and comply with the cost principles set by the European Commission.**

## 2. Work Scope & Deliverables

The CFS audits must be performed in two distinct scopes:

### A. SCOPE 1

**ASBL and Impact Centers (ICs):**

- **Audit period:** From July 2024 to the closure of the Grant Agreement (estimated 30 August 2025).
- **Entity:** EIT Manufacturing ASBL and ICs.
- 7 entities to be audited.
- CFS audit threshold set at 430 000 EUR of EIT funding per beneficiary per grant agreement.
- All entities are located in Member States of the European Union (France, Spain, Italy, Sweden, Germany, Switzerland, Austria).
- The services shall be performed from the date of contract signature until an estimated completion in mid-October 2025. This date is provisional and will be confirmed in the workplan to be agreed with EIT Manufacturing during the contractual phase.

**B. SCOPE 2****Sub-beneficiaries**

- **Audit period:** From January 2025 until the closure of the Grant Agreement (estimated 30 August 2025). *Please note that, depending on the context and specific cost categories, values from previous periods (e.g., 2023 or 2024) may also be subject to audit.*
- Entities:
  - **“CFS Candidates”:** These will be the confirmed partners whose cost reporting meets the applicable threshold and who will require audit.
  - **“Additional CFS Candidates”:** These will be the potential candidates whose inclusion is conditional upon the receipt and analysis of their cost reporting. **This service line is therefore provisional and may or may not be activated. In addition, the list of Additional CFS Candidates to be communicated to the selected supplier is indicative and subject to change during the contractual period. It may be reduced based on final reported costs but will not be expanded once confirmed.**
- Approximately 18 entities to be audited.
- CFS audit threshold set at 430K EUR of EIT funding per beneficiary per grant agreement.
- Member States of the European Union or in countries associated to the Horizon Europe framework programme.
- The services shall be performed from the date of contract signature until an estimated completion in mid-September 2025. This date is provisional and will be confirmed in the workplan to be agreed with EIT Manufacturing during the contractual phase.

**The confirmed list of entities, including legal names and relevant contact details, will be disclosed only to shortlisted candidates under a confidentiality undertaking.**

### 3. Budgetary Threshold and Procedural Framework

This procurement procedure is conducted under the internal procurement policy of EIT Manufacturing, which provides that requests for proposals with an estimated value between EUR 143,000.01 and EUR 220,999.99 (excluding VAT) may be published only on the EIT Manufacturing website and remain open for a minimum period as indicated in our indicative timeline.

In accordance with this framework, the total value of the offers submitted by tenderers must not exceed EUR 220,999.99 (excluding VAT) for the entire contractual period and the full scope of services described in this RfP.

Any offer exceeding this maximum amount will be considered non-compliant and excluded from the evaluation process.

## 4. Deliverables

The selected service provider will be expected to deliver the following outputs:

- a) **CFS Audit Reports (Certificates on the Financial Statements) for subgrantees:**
  - a. Audit closure meeting to present and discuss audit findings.
  - b. Individual audit reports must be prepared for each audited entity, in accordance with the requirements set out in the Horizon Europe Model Grant Agreement. These certificates must follow the standard format provided by the European Commission and include all required documentation and confirmations related to eligible costs, thresholds, and compliance with applicable rules.
- b) **Audit Report for EIT Manufacturing ASBL and Innovation Communities (ICs):**
  - a. A separate CFS certificate must be prepared for EIT Manufacturing ASBL and its IC entities, covering the defined audit period.
- c) **Summary Report of Key Findings on ASBL, ICs and Subgrantees:**
  - a. Where relevant, the auditor shall provide a summary overview of key observations or non-conformities identified during the audits. This report should highlight any systemic issues, areas of improvement, or matters requiring attention from the Grant Coordinator or the EIT.

## 5. Timeline and Execution Plan of the Services

The audit services shall be carried out in two phases, depending on the category of entities:

- a) **Non-CfP 2025 Entities** (i.e. confirmed beneficiaries with cost reporting already available):  
The audit process for these entities should begin **as soon as possible following the signature of the service agreement**, to avoid delays in the Grant Agreement closure and final reporting to the EIT.
- b) **CfP 2025 Entities** (i.e. beneficiaries with provisional status based on 2025 budget thresholds):  
The audit of these entities is expected to start **between mid-September and early October 2025**, depending on when the final cost reports are submitted. The inclusion of these entities is subject to confirmation.

CFS Audit reports should be submitted to the relevant party and copied to ASBL by a date to be defined in the workplan to be annexed to the contract to be signed between the parties. This date shall not be later than two weeks after the final complete audit procedure.

All deliverables must be submitted in English, in electronic format (PDF), and according to the deadlines mutually agreed with EIT Manufacturing team. The service provider shall ensure timely communication with the project team throughout the process, particularly in case of delays, findings, or need for clarification with beneficiaries.

## 6. Eligibility and Requirements

- a) Familiarity with EIT grant structure and CFS formats.
- b) Ability to work in English.
- c) Local presence or coordination capability in France or Belgium is a plus though field work does not require on-site presence.
- d) Providers with EU-wide coverage or prior experience auditing EIT KICs will be considered an asset.

## 7. Submission Guidelines

Interested providers are invited to submit their proposal including:

- 1. Pricing proposal, including breakdown per entity or group.
  - a) Estimated timeline and availability.
- 2. Detailed methodology.
  - b) Proposed team and locations.
- 3. Relevant references and experience with Horizon Europe CFS audits (if applicable).

Interested providers must also present the **Tenderer's declaration of honour** – see Annex 1, which needs to be completed.

## 8. Timeline of this RfP

The [extended] deadline to submit the offer is **22<sup>nd</sup> of August 2025**. The **indicative** timeline for the Request for Proposals is as follows:

Activity	Responsible	Date
RFP Opening	EIT Manufacturing	31 <sup>st</sup> of July 2025
<b>Submission of Proposals [EXTENDED]</b>	<b>Suppliers</b>	<b>22<sup>nd</sup> August 2025</b>
Evaluation phase	EIT Manufacturing	From 22 <sup>nd</sup> August to 28 <sup>th</sup> August 2025
Notification of Award to the selected supplier	EIT Manufacturing	28 <sup>th</sup> August 2025
End of the Standstill	EIT Manufacturing	2 <sup>nd</sup> September 2025
<b>Estimate Date for Contract Signature</b>	EIT Manufacturing/Suppliers	8 <sup>th</sup> September 2025

## 9. Proposal Submission Procedure

All offers shall be submitted within the above-mentioned deadline to the following link: <https://eit-manufacturing.prioritize.linksquares.com/new-task?token=eqfghK7TdyCO3ZdVaPfVqgS5gx2LiEf2ImaueYxnGfUzCJhpKHMNjUwW1oN-KF7i>

To start your application, please follow the outlined “step-by-step”:

1. Click on the link above and then click on “Procurement - Make a request for the Legal Team related to Procurement Procedures”.
2. Fill out the Task Name with this description: “**RfP - CFS Audit Services**”.
3. Fill out the Requestor Name with your name.
4. Fill out the Requestor E-mail with your e-mail address.
5. Leave the following fields blank since they are not mandatory: Task type, Deadline and Priority.
6. Fill in the field “Describe Task” with the message you wish to convey to our team and/or any details and comments you have regarding your proposal. If you have none, simply write the name of the RfP: “**RfP - CFS Audit Services**”.
7. Click on attachments and upload your Commercial Proposal as an attachment.
8. After completing the above-mentioned information, click on “Submit Task” to finalise your application. Please note that you will not receive any confirmation in your e-mail. However, you should ensure that this message appears to you on the screen after submitting your proposal: “**Task created successfully**”.
9. If you have any questions, please contact us at the following email address:  
[procurement@eitmanufacturing.eu](mailto:procurement@eitmanufacturing.eu)

**Please note:** All tenderers must include the documentation mentioned in the item 4 “Submission Guidelines” of this RfP.

#### Disclaimer of Liability for Technical Failures:

EIT Manufacturing shall not be held liable for any technical failures, interruptions, or glitches occurring in its digital tool designated for receiving proposals in the Request for Proposals (RfP) as mentioned in the link above, irrespective of the underlying reasons. EIT Manufacturing assumes no responsibility for any loss or damage resulting from such technical issues.

#### Verification of Proposal Receipt:

In case of any doubt or uncertainty regarding the submission status, the supplier is obligated to take appropriate measures to confirm the receipt of their proposal, utilizing the communication channels and tools made available by EIT Manufacturing for such verification. It is the sole responsibility of the supplier to verify the successful submission and receipt of their proposal through the available means provided by EIT Manufacturing. By participating in the proposal submission process, the supplier acknowledges and accepts that EIT Manufacturing disclaims any liability related to technical failures affecting the digital tool and that the supplier is accountable for ensuring the successful transmission and receipt of their proposal.

## **10.Evaluation of Proposals**

Timely received proposals submitted by the tenderers will be examined, evaluated, and compared in accordance with the following criteria and the contract shall be awarded to the highest ranked tenderer. The decision will be made according to the “Best Value for Money” principle. The award criteria will be the following:

- Relevant experience and expertise (40%)
- Quality and clarity of methodology (10%)
- Cost competitiveness (10%)
- Timeliness and availability (40%)

An Evaluation Committee of at least 3 (three) people will be established and supervised by EIT Manufacturing. Each bid will be evaluated and ranked according to the criteria above.

The compliance with the principles of transparency, non-discrimination, equal treatment, and absence of conflict of interest will be ensured.

The successful and unsuccessful tenderers will be informed in writing (via email) about the result of the award procedure. In case the winning tenderer is unable to enter into the contract, EIT Manufacturing may decide to contract the supplier receiving the second highest ranking.

Upon request from the tenderer concerned, EIT Manufacturing will as quickly as possible, and in any event within 15 calendar days from receipt of a written request, inform:

- any unsuccessful candidate of the reasons for the rejection of its request to participate,
- any unsuccessful tenderer of the reasons for the rejection of its tender, including, if this is the case, its decision that the works, supplies or services do not meet the performance or functional requirements,
- any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected as well as the name of the successful tenderer or the parties to the awarded contract,
- any tenderer that has made an admissible tender of the conduct and progress of negotiations and dialogue with tenderers.

The information referred to above may be withheld where the release of such information would be contrary to the public interest, would prejudice the legitimate commercial interests of an economic operator, or might prejudice fair competition between economic operators.

Should there be a suspicion that the provider will not be able to perform according to the price offered, EIT Manufacturing has the right to ask for explanations and may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or cost proposed.

#### Complementary Note on the Evaluation Process:

After the initial evaluation of submitted proposals, it is possible that the potential top-ranked suppliers may be shortlisted and/or invited to submit clarifications through email or meetings. It is important to emphasise that the evaluation will be conducted in strict accordance with the criteria outlined in

the published Request for Proposal (RfP) and our Procurement Policy (available at: <https://www.eitmanufacturing.eu/who-we-are/legal-documents/>).

## 11.Complaint Procedure

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint respecting the deadline mentioned. Appeals shall be addressed to EIT Manufacturing only via the following email address [procurement@eitmanufacturing.eu](mailto:procurement@eitmanufacturing.eu). The tenderers have **5 (five) days** to file their complaints from the date of receipt of notification of the results.

In their application to EIT Manufacturing, the complainant shall explain what procedural aspects they consider having been violated along with any recommendations or remarks. Such charges need to be supported with data and facts and, if possible, with 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.

## 12.Negotiations

In general, this kind of flexibility is not allowed in open public procurement procedures, where all interested suppliers must have equal opportunity to compete under the same conditions. The principle of transparency requires that all terms and selection criteria be clearly defined from the outset, leaving no room for negotiation once the procedure is launched.

However, negotiation is permitted in certain exceptional cases, under the negotiated procedures foreseen by the EU Public Procurement Directive (Directive 2014/24/EU, Articles 26 to 32). These cases include, for example:

- When the contract cannot be awarded without prior negotiation due to the nature or complexity of the works, services or goods involved;
- When technical specifications cannot be established with sufficient precision in advance;
- When only irregular or unacceptable tenders have been submitted in response to an open or restricted procedure.

In such cases, the contracting authority may use the competitive procedure with negotiation or the negotiated procedure without prior publication, depending on the circumstances. However, these options are tightly regulated and must be justified on objective grounds, ensuring that the fundamental principles of EU procurement law—transparency, equal treatment, non-discrimination, and proportionality—are respected at all times. It is essential that any decision to enter into a negotiated procedure be properly documented and auditable.

### 13. Contract

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

The contract is expected to be signed by mid-August/September 2025. It shall remain in effect until the completion of the services. The invoicing will be based on a mutually agreed schedule, to be detailed in the contract. Any renewal shall respect the applicable thresholds defined in this RfP.

The completion of the services occurs upon the closure of the evaluation of the Business Plan by EIT. Interested suppliers must remain available to respond to follow-up questions or provide additional information requested by EIT, as needed, until the evaluation process is formally concluded.

The tenderer agrees that the total value of the contract to be signed with EIT Manufacturing for the mentioned period will in no way exceed the bid (the amount contained in the offer) of the tenderer.

The awarded supplier will be asked to sign Standard Contractual Clauses (SCC) if no other GDPR compliant safeguards exist, and the supplier is in a country for which the EU Commission has not issued an adequacy decision.

Bid preparation costs are not reimbursable and must be borne by the tenderers.

EIT Manufacturing owns all bids received in this request for proposals.

### 14. Confidentiality Obligations

All information, whether written or oral, exchanged between the parties involved in this Request for Proposals (RfP) process, hereinafter referred to as the "Parties" shall be considered confidential and proprietary.

The Parties agree not to disclose, provide access to, or otherwise make available any confidential information to any third parties, including but not limited to individuals, companies, or organisations, who are not directly involved in the RfP process, without the express written consent of the disclosing Party.

"Confidential Information" shall encompass, without limitation, all data, documents, proposals, discussions, designs, specifications, financial information, technical data, trade secrets, and any other information disclosed by one Party to the other during the RfP process.

The obligations of confidentiality shall not apply to information that is:

- a) Publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the receiving Party.
- b) Already in the possession of the receiving Party prior to disclosure and not subject to an existing confidentiality obligation.



- c) Disclosed to the receiving Party by a third party with the legal right to do so without breaching any confidentiality obligations.
- d) Required to be disclosed by law, court order, or governmental regulation, provided that the disclosing Party is promptly notified and given the opportunity to seek a protective order.

Any Party found in breach of this confidentiality clause shall be subject to legal measures, including litigation, injunctive relief, and monetary damages, as deemed appropriate by the disclosing Party.

The obligations of confidentiality as set forth in this clause shall survive the termination or completion of the RfP process and shall remain in effect for a period of 5 (five) years, unless both Parties mutually agree in writing to terminate this confidentiality agreement.

This confidentiality clause shall be governed by and construed in accordance with the laws of France. Any legal action arising out of or in connection with this clause shall be subject to the exclusive jurisdiction of the courts of Paris, France.

## **15. Cancellation of the Proposal Procedure**

In the event of cancellation of the proposal procedure, EIT Manufacturing will notify tenderers of the cancellation. In no event shall EIT Manufacturing be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Manufacturing has been advised of the possibility of damages.

The tenderer shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). S/he should inform the EIT Manufacturing team immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

The supplier cannot be an EIT Manufacturing Partner or Activity Partner. Any bid from such an economic operator will be rejected.

Tenderers will be excluded if:

- a) they are being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- b) they have been guilty of grave professional misconduct proven by any means which the EIT Manufacturing can justify;
- c) they have not fulfilled obligations relating to the payment of social security contributions or

the payment of taxes in accordance with the legal provisions of the country in which they are established or any other country of the EU;

- d) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU' financial interests;
- e) following a procurement procedure or grant award procedure financed by the EU budget, they have been declared in serious breach of contract for failure to comply with their contractual obligations.

The tenderers must not be in a situation of a conflict of interest, and they have sufficient economic and financial capacity, technical and professional capacity, and legal and regulatory capacity to perform the requested services. Additional evidence or declarations might be requested by the contracting authority.

EIT Manufacturing reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities, conflict of interest or fraud. If substantial errors, irregularities, conflict of interest or fraud are discovered after the award of the tender, EIT Manufacturing may refrain from concluding the Contract.

**This Request for Proposal (RfP) does not create any entitlement or expectation for tenderers to enter into a contract with EIT Manufacturing. EIT Manufacturing is under no obligation to award or conclude a contract with any supplier, including the selected tenderer, either now or in the future. Furthermore, EIT Manufacturing reserves the right to cancel or withdraw this procurement process at any time, without incurring any liability.**

## ANNEX I - Tenders Declaration of Honor

[Place and Date]

[Name of the Legal Entity and/or Signatory]

I, [Full name of the supplier's representative], hereby declare the following in connection with my application for the Request for Proposal (RfP) **CFS Audit Services – Grant Agreement 2023–2025**.

a) I will commit to take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). I will inform the EIT Manufacturing immediately if there is any change in the above circumstances at any stage during the implementation of the tasks.

b) I accept that during the implementation of the contract and for five years after the completion of the contract, the supplier must keep confidential any data, documents or other material that is identified as confidential at the time it disclosed ('confidential Information').

c) I accept that during the implementation of the contract and for five years after the completion of the contract, the EIT Manufacturing has the right for the purposes of safeguarding its financial interests, the offer and the contract of the supplier may be transferred to internal as well as external audit services.

d) I confirm that I or the entity represented by me is not currently experiencing any of the following situations. If any situation applies, details are provided in an annex to this declaration along with a brief explanation.

- The entity is not bankrupt, subject to insolvency or winding up procedures, and its assets are not being administered by a liquidator or by a court. It is not in an arrangement with creditors, and its business activities are not suspended, nor is it in any analogous situation arising from a similar procedure under national legislation or regulations.
- There is no final judgement or final administrative decision establishing a breach of obligations related to the payment of taxes or social security contributions.
- There is no final judgement or final administrative decision establishing guilt of grave professional misconduct, including but not limited to fraud, violation of applicable laws or regulations, ethical standards, distorting competition, violating intellectual property rights, attempting to influence EU Bodies' decision-making processes, attempting to obtain confidential information, or any other wrongful conduct impacting professional credibility.
- There is no final judgement establishing guilt of fraud, corruption, participation in a criminal organization, money laundering or terrorist financing, terrorist-related offences, child labor, or other forms of trafficking in human beings.
- The entity has not shown significant deficiencies in complying with the main obligations in the performance of a contract, a grant agreement, or a grant decision financed by the European Union's budget, leading to early termination, application of liquidated damages, or other contractual penalties, discovered through checks, audits, or investigations.
- There is no final judgement or final administrative decision establishing that the entity has committed an irregularity within the meaning of Council Regulation (EC, Euratom) No 2988/95.
- There is no final judgement or final administrative decision establishing that the entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social, or any other legal obligations.

- In the absence of a final judgement or final administrative decision in the cases mentioned above, or in the case of point (d), I acknowledge that the Applicant may be subject to:

- i. Facts established in the context of audits or investigations by EPPO, the Court of Auditors, OLAF, or the internal auditor, or any other check, audit, or control performed under the responsibility of the authorizing officer.
- ii. Non-final administrative decisions, including disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics.
- iii. Facts referred to in decisions of persons and entities implementing Union funds.
- iv. Information transmitted in accordance with the Financial Regulation.
- v. Decisions of the Commission or national competent authority relating to the infringement of Union or national competition law.

*I hereby declare the accuracy and truthfulness of the above statements.*

*Yours faithfully,*

**[Full name and entity]**

## **ONE-OFF SUPPLY OF SERVICES AGREEMENT**

### **COMMERCIAL TERMS**

**KAVACODE []**

**Between:**

**EIT Manufacturing**, an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) registered under French law, with its office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France, **(EITM)**.

and

**[NAME]**, a company established and validly existing under the laws of **[COUNTRY]**, with registered office at **[ADDRESS]**, registered under the no. **[INSERT]**, holder of the VAT no. **[INSERT]**, hereinafter referred to as **“Supplier”**.

**WHEREAS**, EIT Manufacturing has launched a Request for Proposals in order to [INSERT] as provided in its website: [RFP LINK];

**Whereas** the Supplier has agreed to provide the Services (as defined below) to EIT Manufacturing, and the parties would like to establish the terms and conditions applicable to such provision in an agreement (**Contract**), it is agreed that:

## 1. COMMERCIAL SPECIFICATION

- 1.1. The Supplier shall provide the following services in accordance with the Request for Proposal (RfP) published by EIT Manufacturing (EITM) [RFP LINK] and the Supplier's proposal titled [ADD TITLE] dated of [PROPOSAL DATE], both of which are annexed to this contract.
- 1.2. The Supplier shall [INSERT SERVICE DESCRIPTION]:

## 2. TERM

- 2.1. This Contract shall become effective on the date of its signature and shall remain in effect for [INSERT], unless **terminated** earlier in accordance with its terms or **extended by written agreement** between the Parties.
- 2.2. The Parties agree that termination of this Contract shall be subject to the following conditions:
  - a) Either Party may terminate this Contract if the Services are not delivered in accordance with the agreed standards or if there is a failure to deliver the Services within the agreed timeline without a reasonable justification.
  - b) Termination may also occur by mutual written agreement of the Parties. Termination for any reason must be communicated in writing, with a minimum notice period of 7 days to allow the other Party adequate time to make necessary adjustments.
  - c) In the event that this Contract is terminated without due cause (as defined under this clause), the Service Provider shall be entitled to payment of the services already rendered until the termination date.
  - d) Upon termination, the Service Provider shall promptly submit invoices for any completed work, and the Client shall ensure timely payment of all undisputed amounts in accordance with the payment terms specified in this Contract.

### 3. FEES

- 3.1. The fixed fee for the services is [INSERT] (excl. VAT).
- 3.2. Payments shall be invoiced **monthly**, reflecting the services provided and tickets utilized during that period. Invoices shall be settled within 45 days of issuance.
- 3.3. Any travel and accommodation costs, if required, shall be covered by the Client. These costs will depend on the Client's strategic decisions and the necessity of visits across Europe or outside Europe.
- 3.4. The contract shall not be subject to any other non-informed taxes or fees.
- 3.5. All amounts related to this agreement are excluded of VAT.

### 4. CONFIDENTIALITY CLAUSE

All information, data, documents, and materials received by the Supplier from the EITM during the term of this contract and any information obtained after the termination of this contract shall be considered confidential and proprietary to the EITM.

The Supplier agrees not to disclose, share, or make accessible to any third party, whether during or after the termination of this contract, any confidential information obtained from the EITM, except as required for the performance of this contract, or in the case of already public information or information required by governmental authorities.

### 5. COMPLIANCE WITH POLICIES AND GUIDELINES

The Supplier agrees to comply with all policies, internal rules, and guidelines of the EITM that are relevant to the execution of this Contract.

The Supplier shall familiarize itself with and adhere to the EITM's policies and guidelines, and shall ensure that its personnel working on the contract are similarly informed and compliant.

The Supplier shall take all reasonable measures to safeguard the confidentiality of the EITM's information and shall use such information solely for the purposes of fulfilling its obligations under this Contract.

## 6. DATA PROCESSING AND GDPR COMPLIANCE

In the event that the Supplier processes personal data on behalf of the EITM, the Supplier shall ensure compliance with the General Data Protection Regulation (GDPR) and any applicable data protection laws and regulations.

The Supplier shall implement and maintain appropriate security measures to protect the personal data processed on behalf of the EITM and shall promptly notify the EITM of any data breaches in accordance with GDPR requirements and EITM's privacy policies.

## 7. INCORPORATION OF ADDITIONAL TERMS AND CONDITIONS

The Contract is constituted by this Commercial Terms document and the additional terms and conditions identified below which are hereby incorporated by reference in their entirety and form part of the Contract:

- The Standard Terms & Conditions for Supply of Goods or Services to EIT Manufacturing.
- The Commercial Terms as set out herein.
- The Request for Proposals available at [RFP LINK];
- The Commercial Proposal presented by the Supplier Commercial Proposal titled [ADD TITLE] dated of [PROPOSAL DATE].

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list above shall have priority over one contained in a document lower in the list.

## 8. GOVERNING LAW AND JURISDICTION

8.1. Any and all disputes, controversies, or claims arising out of or in connection with this contract, including its formation, interpretation, performance, breach, or termination, shall be exclusively submitted to the courts of Paris, France.

8.2. This contract shall be governed by and construed in accordance with the laws of France. Any legal proceedings, arbitration, or resolution of disputes shall be conducted in accordance with French law.

8.3. The parties hereby irrevocably submit to the jurisdiction of the courts of Paris, France, and waive any objections or claims concerning inconvenient forum or lack of jurisdiction to adjudicate any matter related to this agreement.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed the Contract.

**On behalf of Supplier**

Signature

Printed Name

Position

Date

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**On behalf of EIT Manufacturing**

Signature

Printed Name

Position

Date

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## STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS OR SERVICES TO EIT MANUFACTURING

### (STANDARD TERMS & CONDITIONS)

#### 1 INTERPRETATION

In these Standard Terms & Conditions the following words have the following meanings:

**Background IPR** means any and all Intellectual Property Rights which were already in possession of a party before the starting date of the agreement and/or which were generated by a party outside the scope of the Services.

**EIT Manufacturing** means EIT Manufacturing ASBL. (or the applicable identified subsidiary) purchasing the Goods or acquiring Services from the Supplier.

**Contract** means the agreement between EIT Manufacturing and the Supplier comprising: (i) the Commercial Terms, (ii) these Standard Terms & Conditions

**Employment Liabilities** means all claims, demands, losses, liabilities, actions, proceedings, damages, compensation, awards, judgements, fines, costs (including legal and professional costs) and expenses.

**Fees** means the fees specified in the Contract as payable in exchange for the Services.

**Foreground IPR** means any invention or discovery (whether patentable or not), copyright, trademark, design right or confidential know-how conceived, produced or reduced to practice by the Supplier in carrying out its Services under the Contract.

**Goods** means any goods (or any part or parts thereof) agreed in the Contract to be purchased by EIT Manufacturing from the Supplier.

**Services** means the services agreed to be provided by the Supplier to EIT Manufacturing under the terms of the Contract.

**Supplier** means the individual or organisation who accepts or agrees the Contract.

**TUPE** means the transfer of undertakings as per Council Directive 2001/23/EC, any local legislation implementing such Directive or any local legislation to a similar effect or covering the same topic as the Directive, and in each case, as such law may be amended, supplemented or replaced from time to time.

In these Standard Terms & Conditions, references to any statute or statutory provision shall be construed as a

reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.

## **2 APPLICATION OF TERMS & CONDITIONS**

These Standard Terms & Conditions shall govern the Contract to the entire exclusion of the Supplier's terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, proposal, acknowledgement or acceptance of a purchase order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

EIT Manufacturing's rights under these Standard Terms & Conditions are in addition to the statutory terms implied by other applicable laws in relation to the sale of goods and supply of goods and services.

## **3 ACCEPTANCE & PRECEDENCE**

These Standard Terms & Conditions are an offer by EIT Manufacturing to buy from the Supplier and become part of the binding Contract on the terms set forth herein when accepted by the Supplier by the commencement of performance or such earlier act

evidencing agreement such as execution of the Commercial Terms.

Notwithstanding the foregoing, in the event of a conflict between these Standard Terms & Conditions and the Commercial Terms or any other documents specified in the Commercial Terms, these Standard Terms & Conditions shall prevail.

## **4 INDEPENDENCE & EMPLOYMENT LIABILITIES**

The Supplier shall perform the Services independently, at its discretion and without supervision or guidance of EIT Manufacturing. EIT Manufacturing is however entitled to provide the Supplier with directions and instructions concerning the outcome of the Services.

Nothing in the Contract shall prevent the Supplier from entering into other agreements for services during the term of the Contract provided always that such other agreements do not impose restrictions on the Supplier's ability to perform the Services properly and effectively and in accordance with the Contract, nor place the Supplier in a position of conflict of interest with EIT Manufacturing.

The Supplier shall indemnify EIT Manufacturing against all Employment Liabilities relating to claims that the Supplier, or any individual associated with the Supplier's provision of the

Services, has become an employee or worker of the Company by operation of TUPE as a result, of any of the events contemplated by this Contract.

## 5 SUPPLY OF SERVICES/PROVISION OF GOODS

The Supplier will provide the Goods or Services to EIT Manufacturing from the specified date in accordance with the Contract.

The Supplier will meet any performance dates for the Goods or Services specified by EIT Manufacturing and time is of the essence in relation to all specified performance dates.

The Supplier will:

- cooperate with EIT Manufacturing in all matters relating to the Goods or Services and comply with all instructions of EIT Manufacturing,
- perform the Services or provide the Goods with reasonable skill and care and in accordance with industry best practice prevailing in the relevant sector from time to time and the laws and regulations in the relevant jurisdiction(s) applicable to the Services,
- use suitably skilled and experienced personnel to deliver the Services or provide the Goods,
- ensure that all the Supplier's personnel who access EIT Manufacturing's physical premises or virtual environment comply with those of the EIT Manufacturing's policies that apply to persons who are allowed such access,
- use the best quality goods, materials, standards and techniques in providing the Goods or Services and ensure that all goods and materials supplied and used in the Services or transferred to EIT Manufacturing will be free from defects in workmanship, installation and design,
- ensure that the Goods or Services conform with all descriptions and specifications provided by EIT Manufacturing and are fit for any purpose that EIT Manufacturing explicitly or implicitly makes known to the Supplier,
- obtain and maintain all licences and consents which may be required for provision of the Goods or Services, and
- not do or omit to do anything which may cause EIT

Manufacturing to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business comply with all applicable laws, regulations, policies, guidelines or industry codes, and with the specific requirements applicable to this relationship as specified in the Contract.

## 6 FEES, PAYMENT TERMS & TAX

In consideration for satisfactory delivery of the Services, the Customer agrees to pay the Supplier the Fees in accordance with the Contract.

Unless otherwise specified in the Commercial Terms, the Supplier shall invoice EIT Manufacturing for the Fees monthly in arrears with payment of undisputed amounts due no later than 45 days after the date of receipt of invoice by EIT Manufacturing.

Fees are exclusive of any value added tax or any other locally applicable equivalent transaction taxes (including sales tax, excise tax, goods and services tax, consumption tax, business tax or similar taxes) (VAT), all of which is payable by the Customer at the rate and in the manner from time to time prescribed by law.

## 7 WARRANTIES & REPRESENTATIONS

The Supplier represents, warrants and undertakes that any Goods and Services comply with applicable laws and regulations of the country/ies of

origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

The Supplier warrants and undertakes that they will observe all health and safety rules and regulations and any other security requirements that apply at any place where the Goods or Services are delivered.

The Supplier represents, warrants and undertakes that they:

- will accept this Contract and operate their business in compliance with all applicable laws and regulations,

have read and will comply with the Ethical Standards for EIT Manufacturing Contractual Counterparties available upon request

- will not take any action that will cause EIT Manufacturing to be in breach of any applicable laws or its own policies available upon request including those for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism and in relation to conflicts of interests and gifts,
- have taken reasonable steps to ensure that there is no modern slavery or human trafficking in

- their supply chain or in any other part of their business and have implemented due diligence procedures to that effect,
- have not nor have nor any of their officers, employees or other persons associated with the Supplier:
    - been convicted of any offence involving slavery and human trafficking, or
    - been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking,
  - will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of EIT Manufacturing, and
    - will ensure that they and their affiliated companies, suppliers and subcontractors performing Services with EIT Manufacturing operate their business in compliance with all applicable laws and in a manner consistent with the principles above.
- The Supplier represents, warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Contract will not violate applicable embargo regulations. EIT Manufacturing has the right to conduct screening checks of the Supplier, including verification of the Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that the Supplier is an international sanctioned party or is in violation of embargo regulations, EIT Manufacturing may immediately terminate this Contract for material breach as below.

## 8 CONFIDENTIALITY

Confidential Information means any information relating to a party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients or affiliates, whether or not marked or indicated as confidential and howsoever disclosed to the receiving party, for as long as that information is not in the public

domain (except where in the public domain by reason of a breach by the receiving party), except where the receiving party receives it independently of the disclosing party either from a third party or where it was in the receiving party's possession prior to the date of the Contract.

Each party agrees that it will only use the Confidential Information for the purposes of delivering or receiving the Goods or Services and will exercise no lesser security measures and degree of care in relation to the Confidential Information than it would apply to its own Confidential Information. Each party agrees not at any time during the term of these Conditions nor for 5 years after termination of the Contract to disclose Confidential Information except to its employees, officers, third party funders, representatives, subcontractors or agents (who it shall ensure are bound by obligations of confidentiality on terms no less onerous than those under the Contract), or as required by law.

## 9 DATA PROTECTION

The parties shall comply with applicable data protection legislation including but not limited to the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any national implementing laws, regulations and secondary legislation, in each case as amended, supplemented or replaced from time to time.

The Supplier warrants that it has obtained the informed, clear and explicit consent of any data subject whose personal data (within the meaning of applicable legislation) it transfers to EIT Manufacturing, including but not limited onward processing and transfer by EIT Manufacturing in line with EIT Manufacturing's publicly available Privacy.

The terms data controller, data processor, data subject and personal data shall have the same meaning as in Regulation (EU) 2016/679 as amended, supplemented or replaced from time to time. For the purposes of the Contract, both parties can be data controllers and processors.

The data processor shall process personal data only to the extent, and in such a manner, as is necessary for the performance of these Contract and shall not process the personal data for any other purpose nor beyond the term of the Contract.

The data processor shall promptly comply with any request from the data controller requiring the data processor to amend, transfer or delete the personal data and shall provide the data controller with full co-operation and assistance in relation to any request made by a data subject to have access to that person's personal data.

The data processor shall provide the data controller with full cooperation and assistance in meeting its obligations under the GDPR or any other data protection legislation, including but not limited to ensuring the security of processing and the conduct of data protection impact assessments.

The Supplier (or any subcontractor) must not transfer or otherwise process personal data outside the European Economic Area (EEA) unless the following conditions are met: (a) The Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the data protection legislation that the territory provides adequate protection for the privacy rights of individuals ( EC Adequacy decisions at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en); as amended or replaced from time to time). Specifically, there can be only an adequate level of data protection for an organisation in the USA if that organisation participates in the Privacy Shield Program; or (b) they can ensure that appropriate technical, organisational and security measures have been implemented in a way that the processing will meet the requirements of the data protection legislation and ensure an adequate level of protection with respect to the

privacy rights of individuals as required by the General Data Protection Regulation ((EU) 2016/679); or (c) the data subject has explicitly consented to the transfer after having been informed of the possible risks of such a transfer.

The data processor shall promptly inform the data controller if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable or if it becomes aware of any unauthorised or unlawful processing, or if it receives any request to act in a way which is incompatible with the GDPR and any other local data protection legislation.

The data processor warrants that:

- it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments,
- it will ensure that employees and other workers are subject to a duty of confidentiality in relation to personal data processed under these Conditions,
- it will not permit sub-processing of personal data under the Contract except as permitted herein, other than with the prior written consent of the data controller,



- it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data including, but not limited to, appropriate security measures, and
- on termination of the Contract, if requested by the data controller, it will delete or return all personal data in accordance with the data controller's instructions.

## **10. INTELLECTUAL PROPERTY**

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Any and all Intellectual Property Rights which were already in possession of a party before the starting date of the Contract and/or which were generated by a party outside the scope of the services, hereinafter referred to as Background IPR, remain with that party. The Supplier acknowledges and agrees that (i) EIT Manufacturing shall retain exclusive rights to all EIT Manufacturing Background IPR; and (ii) Supplier has no right to use or license the EIT Manufacturing Background IPR, except as expressly set forth in this Contract.

EIT Manufacturing shall have ownership of the Foreground IPR and the Supplier grants a non-exclusive, royalty free, transferable, and perpetual license to EIT Manufacturing to use the Background IPR of Supplier for the purposes of the execution of the Contract, which may be sub-licensed to group companies, affiliates and partners of EIT Manufacturing for the same purpose. No royalty or other payment will be due from EIT Manufacturing in respect of such IPR and the Supplier will at EIT Manufacturing's request and expense, assign to EIT Manufacturing its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any reissue



of any patent issued on any such application.

If any work is commissioned or ordered for EIT Manufacturing from any third party, the Supplier will ensure that all IPR in that work is assigned or transferred to EIT Manufacturing in accordance with this clause. The Supplier will obtain or procure the obtaining for EIT Manufacturing of all necessary permissions, consents and releases including waiver of moral rights from authors, artists, photographers, models and any other persons and IPR holders as may be required in connection with the Contract. The Supplier represents, warrants and undertakes that EIT Manufacturing's use and possession of any materials generated by or obtained from the Supplier under the Contract, shall not infringe any third party's IPR.

The Supplier will indemnify EIT Manufacturing in respect of all claims and liabilities, damages and expenses incurred by EIT Manufacturing as a result of or in connection with any actual or alleged infringement of the intellectual property or other rights of any third party, in connection with the use or supply of the Services or provision of Goods.

## **11 LIABILITY AND INSURANCE**

To the extent permitted by law, the Supplier will be liable for all liabilities, costs, expenses, damages or losses

suffered or incurred by EIT Manufacturing (or any of its affiliates) to the extent that they are directly or indirectly caused by the Supplier.

The Supplier shall maintain in force insurance policies, against all risks that would normally be insured against by a prudent person in connection with this Contract and produce to EIT Manufacturing on request of that insurance.

## **12 TERMINATION**

Unless a different termination by notice right is specified in the Commercial Terms, EIT Manufacturing may terminate the Contract at any time by giving 7 days' written notice in advance.

Either party may terminate the Contract by giving written notice to the other party if:

- the other party fails to pay any amount due under the Contract and remains in default for 60 days after being notified in writing to make such payment,
- the other party commits a material breach of the Contract, this includes but is not limited to the warranties and representations as mentioned under Article 7 of these Standard Terms and Conditions,

- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or (being a company or limited liability partnership) is deemed unable to pay its debts or has been declared insolvent or similar steps have been taken under any applicable law.

Termination of the Contract, however arising, will be without prejudice to the rights of EIT Manufacturing accrued prior to termination.

Notwithstanding expiry or termination of the Contract in accordance with its terms, the obligations in Sections 7 to 11 inclusive and Section 18 shall remain in full force and effect.

### **13 ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS**

The Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without EIT Manufacturing's prior written consent. Notwithstanding the appointment of any subcontractor, the Supplier shall remain liable for all acts or omissions of its subcontractors, as if the Supplier had performed (or, as the case may be, failed to perform) them itself.

EIT Manufacturing shall have the right, without such written consent of the

Supplier, to assign, delegate, contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract to any EIT Manufacturing subsidiary, branch or affiliate or any non-profit entity incorporated by EIT Manufacturing.

The Contract will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this clause shall be void and of no effect.

Subject to this clause, under no other circumstances shall a term of the Contract be enforceable by a person who is not a party to this Contract.

### **14 RECORD KEEPING**

The Supplier shall in accordance with professional audit and accountancy practices, maintain an audit trail of the Services provided and the financial and non-financial transactions resulting from the Contract.

### **15 FORCE MAJEURE**

EIT Manufacturing reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of EIT

Manufacturing including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## **16 VARIATION**

The Contract may not be varied except by a written document signed by or on behalf of each of the parties.

## **17 MISCELLANEOUS**

The Contract comprises the whole agreement between the parties concerning the Goods and/or Services and superseding all prior written and oral exchanges.

This Contract may be executed via PDF or other electronic means in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

No provision of the Contract creates a partnership between the parties. Except to the extent expressly provided herein (and subject always to the limitations on the authority stated in the Contract, as applicable), neither party may act as the agent of the other party.

The invalidity or unenforceability of any provision in the Contract shall not affect the validity of the remaining provisions.

## **18 GOVERNING LAW AND DISPUTE RESOLUTION**

These Contract will be governed by the laws of France. The Parties submit to the exclusive jurisdiction of the French Court without prejudice to EIT Manufacturing's right to have the dispute settled before the competent court in the district where the Supplier is based.

