



Horizon Europe (HORIZON)

How to set up and manage HE PCP and PPI grants

From designing your proposal to managing your procurements

Version 1.0
15 October 2023



IMPORTANT NOTICE

This document is designed to help **applicants and beneficiaries** design and manage PCP and PPI procurements under Horizon Europe grants.

HISTORY OF CHANGES		
Version	Publication Date	Change
1.0	15.10.2023	▪ Initial version (new MFF).

Table of contents

1. Introduction	5
2. Background: Horizon Europe funding for PCP and PPI	5
3. Setting-up your HE actions with PCP/PPI procurements.....	7
4. Managing your HE actions with PCP/PPI procurements	22
Appendix 1 PCP PIN	24
Appendix 2 PCP RFT	33
Appendix 4 PCP Framework Agreement	72
Appendix 5 PCP Specific contract	97
Appendix 6 PCP Contract notice	99
Appendix 7 PCP Contract award notice.....	110
Appendix 8 PPI PIN.....	120
Appendix 9 PPI RFT.....	130
Appendix 10 PPI Sample contract clauses.....	148
Appendix 11 PPI Contract notice.....	166
Appendix 12 PPI Contract award notice	177

1. Introduction

PCP/PPI procurements enable public procurers to use their purchasing power to trigger the market to deliver innovative solutions for specific challenges they have.

For challenges for which there are no solutions yet close to market, both can be used sequentially. The PCP covers the R&D activities to find the best innovative solutions; the PPI brings the solution to the market. The PCP itself works in competitive phases, with a gradual reduction of the retained solutions for each R&D phase (in order to narrow down the number of competing solutions so that the most promising solutions reach the final phase). For challenges for which there are already solutions close to market or on the market in small quantities but not widely adopted yet, PPI can be used directly without a preceding PCP.

PCP/PPIs allow the public procurers to be in the driving seat for both the definition of the challenge and for monitoring the project execution to ensure that the procurement delivers the solutions that meet their needs.

PCP has proven to be an efficient means for technologically demanding challenges that require focused R&D; PPI has proven a powerful means to scale up the wide deployment of innovative solutions.

2. Background: Horizon Europe funding for PCP and PPI

PCPs address the R&D in phases (either 2 or 3 phases — depending on the case) and, if needed, the first deployment of a limited volume of the newly developed solutions; PPIs address the deployment of commercial volumes of end product(s). The PPI buyers group acts as a launching customer (early adopter) of innovative solutions that are not yet available on a large-scale commercial basis.

Figure 1 — Standard 3 phase PCP

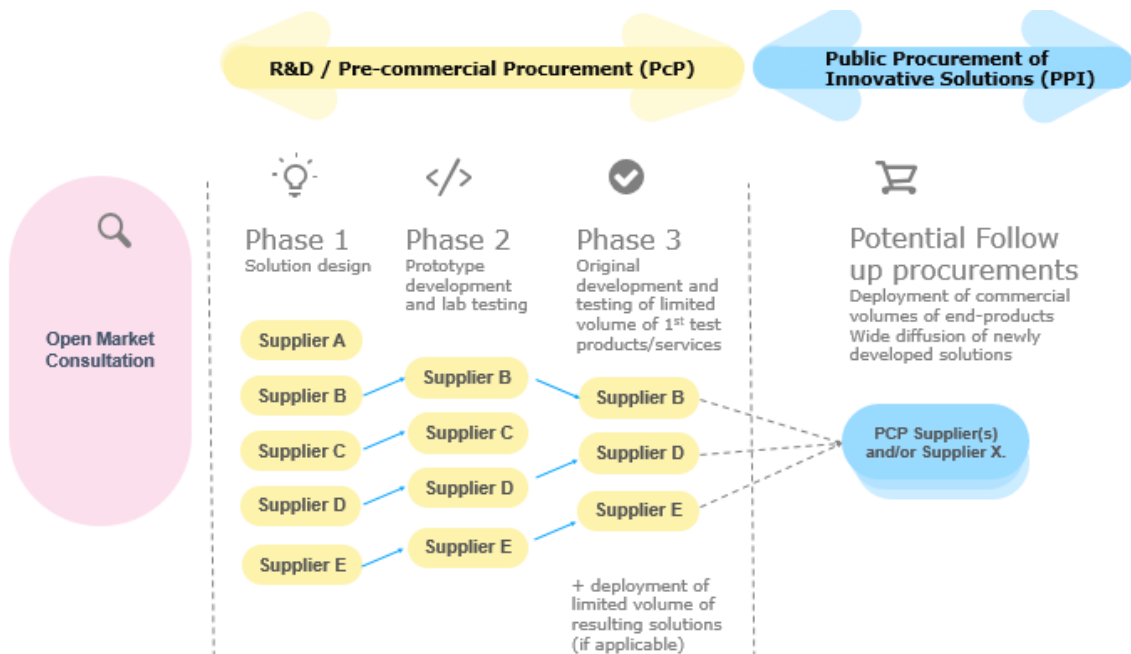
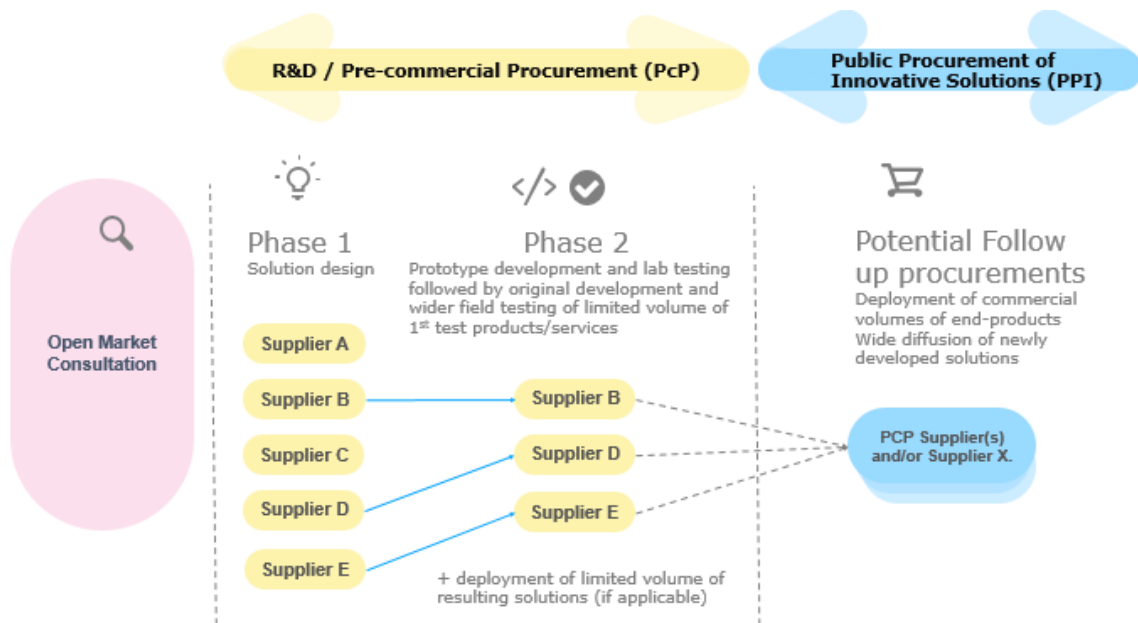


Figure 2 — 2 phase fasttrack PCP



PCPs are characterised by the following five features:

- ✗ Public procurement of R&D services
- ✗ Competitive development in phases to identify the solutions offering the best value for money
- ✗ Open, transparent, non-discriminatory approach – No large-scale deployments
- ✗ Sharing of IPR-related risks and benefits under market conditions – Contractors retain IPR ownership on results; procurers retain usage, licensing and call back rights on the results
- ✗ Exemption from EU public procurement directives, the WTO Government Procurement Agreement (GPA) and EU state aid rules.

By contrast, PPIs have:

- ✗ Public procurement of innovative goods or services
- ✗ No requirement to use phases (actions implementing PPIs cover 2 phases (deployment and operational validation), but there is no requirement to split the PPI procurement for those 2 phases in different contracts)
- ✗ Open, transparent, non-discriminatory approach – Large-scale deployments (except where procurements are restricted such as in the field or security and for PPIs that deploy a limited set of solutions resulting from a PCP)
- ✗ No mandatory sharing of IPR-related risks and benefits under market conditions – IPR ownership is recommended to be wherever possible with contractors but in may be also with procurers (if justified)

- ✗ Normally no exemption from EU public procurement directives, WTO Government Procurement Agreement (GPA) and EU state aid rules (except in specific cases, e.g. security).

PCPs are outside the standard public procurement rules (neither EU Public Procurement Directives nor WTO GPA apply; national procurement rules may or may not apply). Therefore, the HE grant imposes quite a long list of additional obligations, in order to ensure full transparency and equal treatment for the tenderers and a procurement procedure that efficiently implements the PCP design parameters.

For PPIs, the situation is different since normally the EU Public Procurement Directives and WTO GPA apply and the HE grant therefore contains less additional obligations and is generally less prescriptive.

⚠ Depending on *where* the additional obligations are set out, they apply either to ALL Horizon Europe actions involving PCP or PPI (obligations in [General Annex H of the Horizon Europe Work Programme](#)) or ONLY to calls that are specifically labelled as PCP/PPI actions (obligations set out in Article 6.2.D.5 and Annex 5 of the [HE Model Grant Agreement \(MGA\)](#)).

PCP/PPI procurements (both as separate types of action and as part of standard HE RIA and IA grants) can be funded in all Parts of the HE Programme. For more information and case examples that illustrate their relevance for the 'Excellence science', 'Global challenges and European industry competitiveness' and 'Innovative Europe' pillars, see the [Horizon Europe Programme Guide](#).

3. Setting-up your HE actions with PCP/PPI procurements

3.1 Minimum requirements for all HE actions involving PCP or PPI (set out in the HE General Annexes)

[General Annex H of the Horizon Europe Work Programme](#) sets out the following minimum requirements for all types of HE actions involving PCP or PPI procurements. This includes both:

- HE PCP/PPI actions that have as main objective the implementation of a PCP or PPI procurement by a transnational buyers' group and
- all other HE actions (*e.g. Research and Innovation actions, Innovation actions, Programme Cofund actions*) that involve as one of their many activities also the implementation of a PCP or PPI procurement, either by a transnational buyers' group or by an individual procurer.

If you want to apply for Horizon Europe support for a PCP/PPI procurement, it is thus important that you keep these requirements in mind from the moment you start designing your proposal.

Requirements for all types of actions involving PCP or PPI

The PCP/PPI must be prepared and executed by one of the following:

- by one or more public procurer(s), plus possibly one or more private and/or NGO procurer(s) that provide similar services of public interest, that is (are) responsible for the acquisition and/or regulatory strategy of the relevant innovative solutions and aim to obtain ambitious quality and efficiency improvements in the area of the PCP/PPI or
- by entities with a mandate from one or more of these procurers to act on their behalf in the procurement (*e.g. central purchasing bodies*).

Other entities (*e.g. end-users*) that do not have a conflict of interest with the PCP/PPI, and whose participation in the action is well justified, may participate in 'additional activities' to prepare, manage and follow-up the PCP/PPI and embed it into a wider set of demand-side activities. This includes disseminating results, removing obstacles to introducing the solutions onto the market (*e.g. contributing to standardisation, regulation and certification*), awareness raising, experience sharing/training, and preparing further cooperation among stakeholders and procurers for future PCP or PPI.

For PCP executed by a group of procurers, the buyers' group must jointly prepare and implement the pre-commercial procurement so that there is one joint call for tender, one joint evaluation of offers, and a lead procurer¹ awarding the research and development (R&D) service contracts in the name and on behalf of the buyers' group. The PCP must address one concrete procurement need identified as a common challenge², which requires new R&D and is described in the common specifications of the joint PCP call for tender. Each procurer in the buyers' group must contribute financially to the total budget necessary to jointly finance the PCP, enabling the procurers to share the costs of procuring R&D services from a number of providers and comparing the merits of the alternative solutions pursued by these competing providers to address the common challenge.

For PPI executed by a group of procurers, the lead procurer must coordinate the preparation and implementation of one joint or several coordinated public procurements of innovative solutions, based on common specifications defined jointly by the buyers' group. Each PPI must focus on one concrete need identified as a common challenge that requires the deployment of innovative solutions³.

Projects that aim to implement a PCP/PPI must contain a preparation and execution stage.

Preparation stage

The expected outcomes for the preparation stage, to be included as deliverables/milestones, are:

- a prior information notice for the open market consultation: 5 days before submission for publication to the OJEU, i.e. a minimum of 50 days before the start of the first meeting
- a report on the result of the open market consultation, prior market analysis and its impact on the tender documents; in addition, for PPI, feedback from activities to verify market readiness before deployment (*e.g. conformance testing, certification, quality labelling*)
- completed tender documents based on the Horizon Europe PCP/PPI model contract documents, including the contract notice: 30 days before its submission to the OJEU
- for PCP/PPI executed by a group of procurers: the signed joint procurement agreement confirming the final means of cooperation, including the financial

¹ The 'lead procurer' is a public procurer and is the beneficiary appointed by the buyers' group to coordinate and lead the procurement activities. They can be either one of the procurers in the buyers' group or another beneficiary in the action who is established or designated by the procurers in the buyers' group to act as lead procurer.

² Addressing the common challenge in different countries may require, beyond the common core functionality, the development and testing of additional local functionality or adaption of solutions by each procurer due to differences in the local context. A PCP that addresses a challenge consisting of several facets (sub-challenges or building blocks) is considered one joint PCP, as long as all procurers in the buyers' group share the need for - and are willing to co-finance - all the facets of the common challenge.

³ Addressing the common challenge in different countries may require deployment and, where applicable, conformance testing, of local functionality or adaption of solutions for each procurer due to differences in the local context.

commitment of the buyers' group for the PCP/PPI, and final confirmation of the lead procurer.

Execution stage

The expected outcome of the execution stage is the implementation of the procurement procedure and of the PCP/PPI contracts. For PCP, this includes validating and comparing the performance of the competing PCP solutions to verify if they can be converted into permanent service. For PPI, this includes deploying the innovative solutions and evaluating the results in real-life operating conditions, with a duration that allows for appropriate evaluation of the potential impact of these solutions if converted into permanent service.

Deliverables/milestones to be included in the description of work for the execution stage are:

- a copy of the contract award notice published in TED: 48 days after the award of contracts
- at the end of the tender evaluation (for PCP, also after the evaluations of each phase):
 - information on the total number of bids received, particularly the data on the winning tenderer(s) and abstracts of the winning tenders for publication and evaluation purposes
 - final ranking list of the selected projects, final scores and qualitative assessment per criterion for each bid received, along with minutes of the evaluation meeting
 - for PCP: assessing the results achieved by each tenderer in the previous phase
- at the end of the action, give a demonstration to the granting authority:
 - of the deployed innovative solution(s).

Where the WTO Government Procurement Agreement (GPA) does not apply, participation in tendering procedures must be open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe Associated Countries. Where the WTO GPA applies, tendering procedures must also be open to bidders from states that have ratified this agreement, under the conditions laid down therein.

If the specific call conditions restrict participation or control for security reasons, participation in the PCP/PPI procedure must also be limited to bidders meeting this restriction. If the specific conditions for the topic impose a place of performance obligation, the place of performance of the contract must comply with this obligation.

Specific requirements for pre-commercial procurements (PCPs)

The following requirements apply to ensure that the provisions for PCP in the Horizon Europe rules for participation, the conditions for the R&D services exemption of the EU

Directives on public procurement⁴, the EU Treaty principles⁵ and the competition rules⁶ are fully respected.

Definitions

PCP must comply with the Horizon Europe definitions:

'Pre-commercial procurement' means procurement of R&D services involving risk-benefit sharing under market conditions and competitive development in phases, where there is a clear separation between the procurement of the R&D services procured from the deployment of commercial volumes of end-products⁷.

'Risk-benefit sharing under market conditions' refers to the PCP approach in which procurers share with suppliers at market price the risks and benefits related to the intellectual property rights (IPR) resulting from the R&D.

'Competitive development in phases' refers to buying the R&D from several competing R&D providers in parallel and to comparing and identifying the best-value-for-money solutions on the market to address the PCP challenge. To reduce the investment risk for the procurer, reward the most competitive solutions and facilitate the participation of smaller innovative companies, the R&D is also split into phases (solution design, prototyping, original development and validation/testing of the first products), with the number of competing R&D providers being reduced after each phase.

'Separation from the deployment of commercial volumes of end-products' refers to the complementarity of PCP, which focuses on the R&D phase before wide commercialisation, and PPI, which does not focus on R&D but on wide commercialisation/diffusion of solutions. Procurers can, but are not obliged, to procure R&D results from a PCP.

Preparation and publication of the open market consultation and call for tender

To prepare the call for tender, an open market consultation⁸ with potential tenderers and end-users must be held to broach the views of the market on the intended scope of the R&D. The results of this open market consultation must be taken into account to fine-tune the tender specifications, so that the gap between state-of-the-art industry development and the procurement needs justifies the procuring of R&D⁹ services.

⁴ See Article 14 of Directive 2014/24/EU, Article 32 of Directive 2014/25/EU and Article 13(f)(j) of Directive 2009/81/EC.

⁵ In particular, the fundamental Treaty principles on the free movement of goods and workers, the freedom to provide services, the freedom of establishment and the free movement of capital, as well as the principles deriving therefrom, such as the principles of non-discrimination, transparency and equal treatment.

⁶ See, in particular, Article 2.3 of the 2014 R&D&I State aid framework.

⁷ See the Horizon Europe Regulation and the PCP Communication COM/2007/799 and associated SEC(1668)2007. Note that PCPs can include the purchase of the first end-products that were developed, installed and tested during the PCP, but not the purchase of larger commercial volumes of end-products requiring quantity production beyond delivering the first products for the PCP.

⁸ The open market consultation should be organised in a way not to preclude or distort competition. In respect of the Treaty principles, the open market consultation must be announced well in advance and widely - via a prior information notice that is published at least 45 days before the first open market consultation meeting in the Official Journal of the EU - and enable potential tenderers regardless of their geographic location to participate at least in English. All information given in answers to questions from participants in the dialogue should be documented and published.

⁹ In line with WTO GPA 2014 Article XIII(1)(f), R&D can cover activities such as solution exploration and design, prototyping, up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply to incorporate the results of field testing and demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards. R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs, nor commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may represent improvements.

The PCP contract notice must be published EU-wide¹⁰ in at least English. Offers must be accepted and communication with stakeholders must be enabled at all stages in at least English. All offers must be evaluated according to the same objective criteria, regardless of the geographical location, size of organisation or governance structure of the tenderers.

The prior information notice for the open market consultation and the contract notice must be advertised widely, using in particular Horizon Europe internet sites and national contact points. The Commission must be informed at least 5 days before the expected date of publication of the prior information notice for the open market consultation and 30 days before the expected date of publication of the PCP contract notice. The PCP call for tenders must remain open for at least 60 days.

Tender documentation, procurement and implementation of the contract

The PCP contract that will be concluded with each selected tenderer must take the form of one single framework agreement covering all PCP phases, without contract renegotiations after the award. This framework agreement must contain information on the procedures for implementing the different phases (through specific contracts), including the format of the intermediate evaluations (including evaluation criteria and weightings) for each phase.

For PCP executed by a group of procurers, the R&D service contracts are awarded by the lead procurer and all selected tenderers can be paid by the lead procurer, or pro rata by each procurer in the buyers' group according to their share in the total PCP budget.

The PCP contract notice must contain information on the intended number of R&D providers that will be selected (minimum of 3 providers) to start the PCP, the number of PCP phases and the expected duration and budget for each PCP phase. The PCP must cover the full PCP life cycle of solution design, prototyping, and original development, including installation and testing of a limited volume of test series products/services in the procurer's/end-user's premises. Each of the three PCP phases can be split up into further phases if appropriate.

The following simplified and/or accelerated PCP procedures may be used:

- for PCP that require fast deployment¹¹, one specific contract may cover both the second and third PCP phase (fasttrack PCP)
- if fewer than 2 tenderers are capable of performing the R&D services in the EU Member States or Horizon Europe associated countries (for security contracts, this may be restricted to the Member States), the phase 1 contracts may be awarded to a minimum of 2 tenderers.

Procurers must avoid the use of selection criteria based on disproportionate qualification and financial guarantee requirements (*e.g. with regard to prior customer references and minimum turnover*). Functional/performance-based specifications must be used to formulate the object of the PCP call for tender as a problem to be solved, without prescribing a specific approach to be followed. Evaluation of the tenders must be based on best-value-for-money criteria, not just lowest price.

The PCP process must be organised to avoid any conflicts of interest, including in the use of external experts. Providers cannot be beneficiaries in an action during which the PCP is planned or undertaken.

The PCP process must require selected providers to locate the majority of the R&D activities, including the principal researcher(s) working for the PCP contract in particular,

¹⁰ Through the Official Journal of the EU, using the TED (Tenders Electronic Daily) web portal.

¹¹ Especially where a budgetary commitment for deployment is already available at the start of the PCP.

in the Member States or Horizon Europe associated countries¹². For duly justified reasons of public security, this may be limited to the EU Member States.

The PCP procurers must not reserve the R&D results exclusively for their own use. The providers generating results must own the attached IPR, and the procurers must enjoy at least royalty-free access rights to use the R&D results for their own use. The procurers must also enjoy the right to grant (or to require the granting of) non-exclusive licences to third parties, to exploit the results under fair and reasonable market conditions, without any right to sublicense. A call-back provision must ensure that, in case the providers fail to commercially exploit the results within a given period after the PCP, or use the results to the detriment of the public interest, including security interests, the procurers can require transfer of the ownership of the results.

The procurers must inform tenderers of the right to publish public summaries of the results of the PCP project, including information about key R&D results attained and lessons learnt (*e.g. on the feasibility of the solution approaches to meet the requirements and lessons learnt for potential future deployment of solutions*). Details that would be contrary to the public interest, would harm legitimate business interests (e.g. regarding IPR-protected specificities of their individual approaches to solutions) or could distort fair competition may not be disclosed.

To enable the procurers to establish the correct (best value for money) market price for the R&D service, in which case the presence of state aid can in principle be excluded, the PCP call for tender must be carried out in a competitive and transparent way in line with Treaty principles. In addition, the distribution of rights and obligations between procurers and providers (including the allocation of IPR) must be published in the PCP call for tender documents, to obtain a price according to market conditions (and rule out State aid). PCP contracts with providers must contain financial compensation according to market conditions¹³, compared to the exclusive development price, for assigning IPR to the providers.

Specific requirements for public procurements of innovative solutions (PPIs)

Definitions

PPI must comply with the relevant Horizon Europe definitions.

'Public procurement of innovative solutions (PPI)' means procurement where contracting authorities act as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis, and may include conformity testing.

'Launch customers', also called early adopters, refer to the first 20% of customers on the EU's internal market that buy innovative solutions. The solutions have to be new to the procurers in the project, the procurers' market segment or new to the EU's internal market, and relevant to procurers in other Member States and/or Horizon Europe associated countries.

'Innovative solutions' are new or significantly improved products, services or processes that have already been (partially) demonstrated on a small scale, and may be nearly or already available in small quantities on the market, but which have not been widely adopted yet. Typically, owing to the residual risk of market uncertainty, they have not been produced at a large enough scale to meet mass market price/quality requirements. This

¹² [List of Horizon Europe participating countries.](#)

¹³ The market price should reflect the benefits allocated to the R&D provider (e.g. commercialisation opportunities opened up by the IPR) and the risks assumed by the R&D provider (e.g. the cost of maintaining the IPR and commercialising the products).

also includes existing solutions that are to be utilised in a new and innovative way; PPI does not include the procurement of R&D.

Preparation and publication of the open market consultation and call for tender

Unless the PPI is undertaken as a follow-up to an FP7, Horizon 2020 or Horizon Europe PCP¹⁴, or unless the situation is a low-value PPI below national procurement thresholds, the following obligations apply:

- To prepare the call for tenders, an open market consultation with potential tenderers and end-users must be held to inform the market well in advance of the upcoming PPI and broach the views of the market on the PPI's intended scope. Information retrieved from this consultation about the gap between perceived procurement needs and on-going industry developments must be taken into account in the PPI tender specifications, so that the PPI duly focuses on 'early adoption' of 'innovative' solutions.
- The market must be informed well in advance¹⁵ of the target date for publishing the PPI call for tenders. Market readiness prior to deployment can be verified through the organisation of e.g. conformity testing, certification or quality labelling of solutions.
- The PPI contract notices must be published EU-wide in at least English, offers must be accepted and communication with stakeholders must be enabled at all stages in at least English. All offers must be evaluated according to the same objective criteria, regardless of the geographical location, size of organisation or governance structure of the tenderers.
- The prior information notices for the open market consultation, early announcements of the expected publication date of the PPI call for tender, and the PPI contract notice must be promoted and advertised widely, using Horizon Europe internet sites and national contact points in particular. The Commission must be informed at least 5 days before the expected date of publication of the PIN for the open market consultation and 30 days before the expected date of publication of the PPI contract notice. The PPI call for tenders must remain open for at least 60 days.

Tender documentation, procurement and implementation of the contract

Procurement procedures covered by the EU public procurement directives that do not involve procurement of R&D can be used. Restricted procedures with shortened timeframes for the submission of offers for reasons of urgency must not be used. Framework contracts/agreements with lots can be used.

For PPI implemented by a group of procurers, the specific contracts for procuring specific quantities of goods/services for each procurer can be awarded and the selected tenderers can either all be paid by the lead procurer, or by each procurer in the buyers' group individually, for their quantity of goods/services procured.

Procurers must avoid the use of selection criteria based on disproportionate qualification and financial guarantee requirements (*e.g. with regard to prior customer references and minimum turnover*). Functional/performance-based specifications must be used to

¹⁴ In the case of a PPI following a PCP that was implemented according to the conditions described in Annex I, the negotiated procedure without publication foreseen in the EU public procurement directives can then be used (Article 32(3)(a) of Directive 2014/24/EU, Article 50(b) of Directive 2014/25/EU and Article 13(j) of Directive 2009/81/EC). At least three offers must be requested, including from the R&D providers that successfully completed the preceding PCP.

¹⁵ By means of a prior information notice in the Official Journal of the EU.

formulate the object of the PPI call for tenders as a problem to be solved, without prescribing a specific approach to be followed. Evaluation of the tenders must be based on best-value-for-money criteria, not just lowest price.

Procurers must organise their procurement to avoid any conflicts of interest, including in the use of external experts. Potential providers cannot be beneficiaries in an action during which the PPI is planned or undertaken.

To encourage fair and wide exploitation of results, ownership of IPR rights should be assigned to the party generating the IPR, except in duly justified cases (*e.g. when that party is not able to exploit them*).

The PPI call for tender must be carried out in a competitive and transparent way in line with Treaty principles. The distribution of rights and obligations between procurers and providers (including the allocation of IPR) must be published in the PPI call for tender documents, to obtain a price according to market conditions (and rule out State aid).

3.2 Additional requirements for HE PCP/PPI actions (set out in the HE MGA)

Article 6.2.D.5

According to Article 6.2.D.5 of the [HE Model Grant Agreement](#), PCP/PPI procurement costs are eligible, if and as declared eligible in the call conditions, if they fulfil the general eligibility conditions, are calculated on the basis of the costs actually incurred and:

- are incurred for a joint pre-commercial procurement or joint or coordinated public procurement of innovative goods and services targeted by the action and described in Annex 1 and
- the procurement is carried out by a ‘contracting authority/entity’ as defined in the EU public procurement Directives (in particular, Directives 2014/24/EU¹⁶, 2014/25/EU¹⁷ and 2009/81/EC¹⁸).

The beneficiaries must award the procurement contracts to the tender(s) offering best value for money and use objective and transparent procedures which — unless otherwise provided in the call conditions — include:

- if a preliminary market consultation is carried out: the publication of a prior information notice about the consultation in the Official Journal of the European Union
- the publication of a contract notice in the Official Journal of the European Union
- the publication of a contract award notice within 48 days after concluding the contract(s) in the Official Journal of the European Union

in English and any additional language(s) chosen by the beneficiaries.

Where the call conditions restrict participation or control due to security reasons, the beneficiaries must ensure that the performance of the contract takes place in the eligible

¹⁶ 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 (OJ L 94, 28.3.2014, p. 65).

¹⁷ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.3.2014, p. 243).

¹⁸ Directive 2009/81/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security, and amending Directives 2004/17/EC and 2004/18/EC (OJ L 216, 20.8.2009, p. 76).

countries or target countries set out in the call conditions — unless otherwise approved by the granting authority.

For PPI procurements, beneficiaries that are 'contracting authorities/entities' within the meaning of the EU Directives on public procurement must also comply with these Directives and the applicable national law on public procurement.

The beneficiaries which act as procurers (i.e. the buyers group and the lead procurer), the object and estimated cost for each procurement and the estimated financial contribution per member of the buyers group must be set out in Annex 1 and the estimated procurement costs per beneficiary must be set out in Annex 2.

The costs for the cost categories other than procurement costs are eligible only up to 50% of the total estimated eligible costs of the action set out in Annex 2.

This cost will not be taken into account for the indirect cost flat-rate.

Annex 5

According to Annex 5 of the [HE Model Grant Agreement](#), when implementing procurements in HE PCP/PPI actions (i.e. calls that are specifically labelled as PCP/PPI actions), the beneficiaries must respect the following conditions:

- avoid any conflict of interest and comply with the principles of transparency, non-discrimination, equal treatment, sound financial management, proportionality and competition rules
- assign the ownership of the intellectual property rights under the contracts to the contractors (for PPI procurements: unless there are exceptional overriding public interests which are duly justified in Annex 1), with the right of the buyers to access results — on a royalty-free basis — for their own use and to grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results for them — under fair and reasonable conditions — without any right to sub-license
- allow for all communications to be made in English (and any additional languages chosen by the beneficiaries)
- ensure that prior information notices, contract notices and contract award notices contain information on the EU funding and a disclaimer that the EU is not participating as contracting authority in the procurement
- allow for the award of multiple procurement contracts within the same procedure (multiple sourcing)
- for procurements involving classified information: apply the security rules set out in Annex 5 mutatis mutandis to the contractors and the background and results of the contracts
- where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons: apply the restrictions set out in Annex 5 mutatis mutandis to the contractors and the results under the contracts
- where the call conditions impose a place of performance obligation: ensure that the part of the activities that is subject to the place of performance obligation is performed in the eligible countries or target countries set out in the call conditions
- to ensure reciprocal level of market access: where the WTO Government Procurement Agreement (GPA) does not apply, ensure that the participation in

tendering procedures is open on equal terms to bidders from EU Member States and all countries with which the EU has an agreement in the field of public procurement under the conditions laid down in that agreement, including all Horizon Europe associated countries. Where the WTO GPA applies, ensure that tendering procedures are also open to bidders from states that have ratified this agreement, under the conditions laid down therein.

3.3 Other issues to think about...

Additional activities in HE PCP/PPI actions

HE PCP/PPI actions (i.e. calls that are specifically labelled as PCP/PPI actions) fund two types of activities, both related to the PCP/PPI procurement:

- one single joint public procurement of R&D services (PCP action) or one joint or several coordinated public procurements of innovative solutions (PPI action) and
- additional activities related to the PCP/PPI call for tenders.

For PCP actions, it must be only one PCP procurement per GA; for PPI actions, it can be one joint or several coordinated PPI procurements per GA.

The additional activities must relate to the PCP/PPI call for tenders. This includes activities needed to prepare, manage and follow-up the PCP/PPI procurement (including testing of solutions by the lead procurer, buyers group, or other end-users) and further activities to embed the PCP/PPI into a wider set of demand-side activities.

Activities needed to coordinate and implement the PCP/PPI procurement are mandatory. Further additional activities are optional (*e.g. activities to embed the PCP/PPI procurement into a wider set of demand side activities*), unless otherwise specified in the call conditions/work programme.

Examples of further additional activities: activities that aim to remove barriers to introducing an innovative solution on the market (including standardisation, certification and regulation); activities that prepare the ground for cooperation on future PCP or PPI projects; awareness raising and experience sharing/training.

Best value for money

The beneficiaries must award the procurement contracts to the tender(s) that offer best value for money. The beneficiaries may thus NOT award the contracts based on the lowest price as the only award criterion. In PCP/PPI procurements, in addition to the 'price', it is mandatory to take into account also the 'quality' of the proposed innovative solutions in the evaluation of tenders.

Joint vs coordinated procurement

For **PCPs**, there must be *one joint* procurement procedure.

There can be only one PCP procurement per PCP action that addresses a common challenge (i.e. a specific procurement need that is part of the mid-to-long-term innovation plans of the buyers group and that requires new solutions to be developed). The common challenge may have several facets or building blocks, as long as all the beneficiaries in the buyers group share the need for all of them and are willing to co-finance all of them. If the common challenge is split in several sub-challenges on which different vendors can compete, the minimum requirements of 3 R&D providers for phase 1 and 2 for phase 3 applies per sub-challenge, in order to obtain a competitive supply chain for each sub-challenge.

The joint procurement procedure (i.e. joint call for tender based on joint tender specifications, joint evaluation of offers, joint contract award) is coordinated and led by

one beneficiary ('lead procurer' or 'contracting authority'). The lead procurer may be part of the buyers group or not (i.e. it may also be a beneficiary that is NOT part of the buyers group).

Example: *the lead procurer can be a central purchasing body that carries out the procurement for the buyers group, but does not contribute financially to the budget for the PCP procurement.*

The lead procurer and buyers group must prepare one joint tender specification for the PCP, that is based on the needs of the buyers group (i.e. the common challenge) and on the feedback from the open market consultation and that define the functionality and performance requirements that solutions should meet rather than prescribing a specific solution.

The lead procurer signs, in the name and on behalf of the buyers group, the PCP procurement contracts with all suppliers selected to participate in the PCP. The lead procurer must be appointed and mandated to sign contracts by the buyers group — as well as other key aspects of the *modus collaborandi* for implementing the PCP procurement must be specified — in the joint procurement agreement, which forms part of the consortium agreement needed for the HE grant.

The PCP procurement contracts to be signed by the lead procurer are:

- a framework contract with each selected provider, covering the whole PCP and
- specific contracts with each selected provider, for each PCP phase.

For **PPIs**, there must be one common challenge, but the procurement may be EITHER one *single joint* OR *several coordinated* procurements.

For joint PPI procurements, there is one joint PPI call for tender launched by the lead procurer, one joint tender specification and one joint evaluation of offers.

For coordinated PPI procurements, there are several separate PPI procurements carried out individually by the different procurers in the buyers group (separate tender PPI call for tenders with separate tender specifications, separate evaluation of offers, separate award decisions). However, all these separate PPI procurements are 'coordinated', as they were jointly prepared (through the open market consultation, if applicable joint/coordinated conformance testing, and the joint specification of the common challenge).

It is also possible that one part of the PPI procurement is implemented jointly, and another part in a coordinated way. This happens typically when the lead procurer implements a joint PPI call for tender under his applicable national legislation that awards framework contract(s)/agreement(s), and then individual procurers from the buyers group award separately their own specific contracts under their own national legislation for the amount of innovative solutions they each want to buy from one or more of the provider(s) that were selected for the framework contract(s)/agreement(s).

For PPI procurements, there is no obligation to use one joint tender specification, only to use one joint specification of the common challenge. In case of coordinated procurements or procedures that are partly implemented jointly partly in a coordinated way (*see above*), procurers have the choice to use separate tender specifications that contain a part that is common (i.e. the part that describes the common challenge) and that contain a part that is different/specific to each procurers' local requirements and or deployment situation.

Coordinated procurement does not require that all procurers in the buyers group start buying all the innovation solutions at exactly the same point in time. The eligibility conditions require that the PPI procurement costs are incurred at some point in time 'during the duration of the PPI action'. This means that different procurers in the buyers group could start procuring their innovative solutions at different points in time during the PPI

action, depending on the timing of their own local deployment plans. It also means that the same procurer may buy multiple batches of innovative solutions at different points in time during the action. However, only those PPI procurement costs that are incurred (i.e. payment of the PPI providers) 'during the duration of the action', will be eligible for funding.

Example: *This may be needed in PPI procurements:*

- *with a number of phases (e.g. deployment, validation and operational support) with different interim/final payments that may correspond to the different phases*
- *where innovative solutions need to be deployed by different procurers at different points in time (e.g. one procurer already has budget availability for deploying innovative solutions earlier than another procurer)*
- *where different parts of one common innovative solution need to be deployed at different times and/or by different procurers (e.g. procurers in different countries need to buy an innovative software to interconnect their country/region to a common cross-border system). For each procurer, a different lot with corresponding different deployment deadlines and payments may be used.*

The procurers in the buyers group may select one or more PPI providers. There is no obligation to use multiple sourcing or not. The choice is left to the procurers.

The PPI procurement contracts are not necessarily signed by the lead procurer and there is not necessarily a framework agreement. The buyers group may choose between direct contracts or a framework contract/agreement with specific contracts (with each selected provider).

For joint procurements:

- the buyers group may mandate the lead procurer, in the joint procurement agreement, to sign the framework contract/agreements and/or the specific contracts/direct subcontracts

or

- if there is no mandate for the lead procurer to sign, the general rule is that:
 - framework contract(s)/agreement(s) must be signed by all members of the buyers group together
 - specific contracts must be signed by each buyer individually (for the innovative solution(s) each buyer buys individually).

The lead procurer must be appointed by the buyers group — as well as other key aspects of the *modus collaborandi* for implementing the PPI procurement must be specified — in the joint procurement agreement, which can be part of the consortium agreement needed for the HE grant.

How does the PCP budget need to be set up?

For **PCPs**, the budget for the 'PCP procurement cost' must be allocated so that it can cover the minimum required number of phases and providers.

The PCP procurement is normally split in 3 **phases** (solution design, prototyping, original development and testing of a limited set of 'first' products or services) which are implemented via 3 different specific contracts (under the overall PCP framework agreement). For fasttrack PCPs, the buyers group can combine these last two phases into one phase (see section 3.2) and, as a result, implement the PCP with only 2 different specific contracts.

In addition, the buyers group must select multiple competing **providers**, starting with a minimum of normally 3 providers for the first PCP phase (exception to start with 2 providers

only if there are not sufficient R&D providers). At the end of each phase, an intermediate evaluation will take place to identify the providers that successfully completed the phase. A call-off will be made to select the providers with the best value for money offers for the next phase.

⚠ In order to obtain a competitive supply chain as a result of the PCP, plan the budget distribution across the phases in a way that there is enough budget for minimum 2 providers in the last PCP phase 3.

Is there a required minimum value/investment for the 'PCP/PPI procurement cost'?

Because HE PCP/PPI actions (i.e. calls that are specifically labelled as PCP/PPI actions) have as primary aim the implementation of PCP/PPI procurements, these actions fund only two types of eligible costs in the following way:

- The 'PCP/PPI procurement costs' includes only the procurement costs that the participants spend on buying R&D services (PCP) or on buying innovative solutions (PPI) from providers on the market (also called the PCP/PPI providers below).
- The costs for additional activities, i.e. the costs for those cost categories other than the PCP/PPI procurement costs, are eligible only up to 50% of the total estimated eligible costs of the action. This is due to the fact that the PCP/PPI procurement is the main objective of a PCP/PPI action.

The 'PCP/PPI procurement costs' must thus amount to minimum 50% of the total estimated costs of the action in the budget table, and all 'additional costs' can thus amount to maximum 50% of the total estimated costs of the action.

The maximum amount for additional activities is fixed in the GA based on the 'estimated' eligible costs of the action, incl. the 'estimated' PCP/PPI procurement cost. The amount of EU funding for additional activities does NOT change (i.e. it is NOT reduced by the granting authority) when at the end of the procurement, the costs actually incurred for PCP/PPI procurement end up being less than initially estimated (*e.g. if the buyers group is able to procure at a better price than it had initially budgeted*).

⚠ The GA only imposes a relative investment obligation for the PCP/PPI procurement (minimum 50% of the total estimated costs of the PCP/PPI action). It does not impose an absolute investment obligation (minimum amount of euros). If the call conditions stipulate that the indicative total budget per PCP/PPI action is, for example, 10 mio euro and the buyers group can only afford to spend 4,5 mio on the PCP/PPI procurement cost, it can submit a proposal to the call for an 9 mio euro project.

What does the PCP/PPI procurement cost category cover and what not?

For HE PCP/PPI actions (i.e. calls that are specifically labelled as PCP/PPI actions), the budget category 'PCP/PPI procurement cost' is a specific category of costs that covers only the costs of the PCP/PPI procurement (i.e. the price of the PCP/PPI procurement paid to the PCP/PPI providers, including the related taxes; for more info on VAT, *see below*). Only costs of R&D services (PCP) or innovative solutions (PPI) procured by the beneficiaries are eligible in this budget category.

Other costs (i.e. those of the 'additional activities') must be charged under the other (standard) cost categories.

Example: *Costs for additional activities can include:*

Personnel costs (e.g. costs incurred by the lead procurer, buyers group and other consortium participants for consulting the market, preparing the call for tender documents etc.) under cost category A

Subcontracting costs (e.g. for web design or publicity campaign to promote the PCP/PPI procurement, for external experts that support the buyers group in evaluation of tenders) under cost category B


Purchase costs (e.g. for travel tickets, consumables and equipment that needs to be bought by the buyers group to test innovative solutions of the providers that win the PCP/PPI contracts) under cost category C

Financial support to third parties (e.g. to award a prize to the solution provider(s) that performed best in the PCP/PPI procurement) and costs for internally invoices goods and services under cost category D.

The PCP/PPI procurement cost itself can not be an in-kind contribution. In-kind contributions can only occur under the additional activities. In-kind contributions that are provided by third parties free of charge (e.g. *personnel resources, equipment, etc*) may be declared as eligible direct costs by those beneficiaries which use them (under the same conditions as if they were their own).

Example: *Potential end-users of the solutions (e.g. fire brigade) may make available personnel or equipment to the buyers group (e.g. ministry of interior) to help test innovative solutions.*

Indirect costs of the PCP/PPI procurement are NOT reimbursed (the PCP/PPI procurement costs are not included in the pool of costs on which the automatic 25% indirect cost flat-rate is calculated).

 Be aware that for HE PCP/PPI actions, a change to the PCP/PPI procurement costs will always be considered substantial and therefore require an amendment (contrary to the subcontracting of related additional coordination and networking activities).

Annexes 1 and 2 must clearly identify the common challenge (types of R&D services / innovative solutions to be procured in the PCP/PPI), the lead procurer, the buyers group, the total PCP/PPI budget and the estimated PCP/PPI procurement costs per beneficiary, already at the moment of the signature of the GA. Any changes at a later stage (e.g. *after the preparation stage of the project*) are only possible through an amendment). In addition, at the end of the preparation stage of the project, the consortium must confirm (in the periodic report) that the lead procurer has not changed and that the buyers group's commitments to the PCP/PPI budget are still valid or whether changes are needed, based on the feedback of the preparatory work (e.g. *the open market consultation*).

Who can implement and get funding for PCP/PPI procurements?

PCP/PPI procurements must be implemented by entities that are public procurers, i.e. entities that are contracting authorities or contracting entities according to the definition of those terms in the EU Public Procurement Directives [2014/24](#)¹⁹, [2014/25](#)²⁰ and [2009/81](#)²¹.

- 'contracting authority' means the State, regional or local authorities, bodies governed by public law, associations formed by one or several of such authorities or one or several of such bodies governed by public law (for the full definition, see *Article 2(1)(1) of Directive 2014/24*). Bodies governed by public law also include

¹⁹ 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 (OJ L 94, 28.3.2014, p. 65).

²⁰ Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC (OJ L 94, 28.3.2014, p. 243).

²¹ Directive 2009/81/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of procedures for the award of certain works contracts, supply contracts and service contracts by contracting authorities or entities in the fields of defence and security, and amending Directives 2004/17/EC and 2004/18/EC (OJ L 216, 20.8.2009, p. 76).

entities financed mostly by the State, regional or local authorities, or other bodies governed by public law and entities controlled by those bodies (for the full definition, see *Article 2(1)(4) of Directive 2014/24*). This includes for example ministries, regions, cities, road management authorities, public hospitals, central purchasing bodies etc.

- ‘contracting entities’ refers to entities operating in specific sectors (such as utilities for water, energy, transport, postal services covered by Directive 2014/25 and contracting entities in the field of security covered by Directive 2009/81). They may be contracting authorities, public undertakings or entities operating on the basis of special or exclusive rights (for the full definition, see *Article 4 of Directive 2014/25*).

Under Horizon Europe, public procurers also include entities that are contracting authorities/entities according to the above definition but to which the EU Public Procurement Directives itself do not apply (e.g. *European Research Infrastructure Consortia*).

HE PCP/PPI actions use the standard consortium set-up as other HE actions (i.e. coordinator, beneficiaries, linked third parties, etc). However, the lead procurer (i.e. the procurer that is appointed by the buyers group to coordinate the PCP/PPI procurement) MUST participate as a beneficiary in PCP/PPI actions and the buyers group (the procurers that contribute financially to the budget for the PCP/PPI procurement) MUST participate as beneficiaries or as linked third parties in PCP/PPI actions.

Only they can declare ‘PCP/PPI procurement costs’. Other participants (even if beneficiaries/affiliated entities) can only participate in the other ‘additional activities’ under the PCP/PPI action and thus only charge such costs.

The buyers group in PCP/PPI actions includes the public procurers, plus possibly one or more private and/or NGO procurer(s) that provide similar services of public interest. The buyers group is NOT open to other types of procurers that are not providing services of public interest — even if they have the same procurement need.

Example: *In a PPI project with a buyers group of hospital procurers that buys an innovative software:*

In addition to public hospitals, also private hospitals and NGOs like Médecins sans frontières can be part of the buyers group and can declare PCP/PPI procurement costs

Private companies that are not providing similar hospital services to the public (e.g. IBM, EADS) cannot be part of the buyers group and cannot declare PCP/PPI procurement costs, even if they would be interested to procure the same innovative software system as the hospital procurers

Such other procurers may be involved in the action as beneficiaries/affiliated entities that are responsible for other action tasks under the additional activities (e.g. *certification bodies, end-users*) or as third parties providing in-kind contributions, if they are not potential suppliers of solutions sought for by the PCP/PPI procurement and have no other type of conflict of interest with the PCP/PPI procurement.

In addition, PCP/PPI actions often have other third parties (preferred partners), which are neither lead procurer nor part of the buyers group nor affiliated entities nor third parties providing in-kind contributions, but which have a special interest in closely following the PCP/PPI and may therefore be mentioned in Annex 1 and, if they like, participate as associated partners (e.g. *entities involved in additional activities; other potential buyers for the solutions that have expressed a special interest in the PCP/PPI*).

Finally, there are the suppliers (‘contractors’; i.e. the operators that won the PCP/PPI procurement). For the purposes of the HE grant agreement, they are considered ‘subcontractors’. They only have a contract (i.e. a procurement contract) with the public

procurers in the project that are implementing the PCP/PPI. They do NOT become beneficiaries of the HE grant agreement.

Who should declare the 'PCP/PPI procurement costs'?

As PCP/PPI actions (i.e. calls that are specifically labelled as PCP/PPI actions) fund PCP/PPI procurements that are implemented by a buyers group, PCP/PPI grants are typically multi-beneficiary grants.

When submitting the proposal with the estimated eligible costs for PCP/PPI actions, the consortium must decide which are the participant(s) that will pay the price of the PCP/PPI procurement to the providers of the R&D/innovative solutions (and who may — by consequence — declare the PCP/PPI procurement costs).

PCP/PPI actions can support, under coordination of a lead procurer, the implementation of one joint PCP procurement or several separate but coordinated PPI procurements. In both cases, there are two options for allocating the PCP/PPI procurement costs:

- Option 1 (centralised payment): If the consortium chooses to have all selected PCP/PPI providers paid by the lead procurer, then only the lead procurer must declare 'PCP/PPI procurement cost' equalling the total estimated PCP/PPI procurement costs for the action. Option 1 requires that the consortium mandates the lead procurer to sign the PCP/PPI contracts and pay all PCP/PPI providers from a common jointly committed budget.

or

- Option 2 (decentralised payment): If the consortium chooses to have all selected PCP/PPI providers paid pro rata by each member of the buyers group according to the share of the individual contribution of each member to the total PCP/PPI procurement costs of the action, then each member of the buyers group must declare as 'PCP/PPI procurement costs' his individual share of the action's total PCP/PPI procurement costs.

What about taxes?

For declaring the PCP/PPI procurement costs, the eligible costs for the price of the PCP/PPI procurement include the related duties, taxes and charges, such as non-deductible, non-refundable value added tax (VAT).

Different duties, taxes and charges (in particular also a different VAT rate) may apply, depending on whether the consortium chooses to have all selected PCP/PPI providers paid by the lead procurer or paid pro rata by each procurer in the buyers group (see Option 1 or 2 above).

It is up to the consortium to verify the applicable duties, taxes and charges, including VAT rates, with the responsible national authorities of the countries of the lead procurer and/or the members of the buyers group, depending on whether Option 1 or 2 is chosen.

4. Managing your HE actions with PCP/PPI procurements

If your proposal is selected for funding, the standard processes will be followed for preparing, signing and managing it in the online Grant Management System.

The grant agreement for your project will be based on the HE Model Grant Agreement.

The grant agreement can be amended at any moment in time during the project if needed (— except where the changes would call into question the decision awarding the grant or breach the principle of equal treatment of applicants).

Payments will be done at the end of each reporting period set in the Grant Management System (for PCP/PPIs, these will consist in an initial prefinancing and additional prefinancings at specific moments during the procurement, i.e. after the completion of the preparation phase of the project).

The deliverables/milestones are listed in the minimum conditions set out in [General Annex H of the Horizon Europe Work Programme](#) (see above).

Some specific templates for deliverables you have to submit are available on Portal Reference Documents:

- [PCP/PPI contractor details and project abstracts](#)
- [PCP/PPI end of phase/project results and conclusions.](#)

In addition, the guidance in appendixes 1-12 can help you with some of the other deliverables/milestones:

- PCP:
 - prior information notice (PIN) (appendix 1)
 - request for tenders (RFT) (appendix 2)
 - framework agreement (appendix 3)
 - specific contract (appendix 4)
 - contract notice (appendix 5)
 - contract award notice (appendix 6)
- PPI:
 - prior information notice (PIN) (appendix 8)
 - request for tenders (RFT) (appendix 9)
 - sample contract clauses (appendix 10)
 - contract notice (appendix 11)
 - contract award notice (appendix 12).

Appendix 1 PCP PIN

PCP PRIOR INFORMATION NOTICE (PIN)

This template is intended to help EU beneficiaries to prepare their PCP prior information notices (PINs). Text in green is meant to indicate instructions or options; text in black is sample text.

The PIN has to be filled out online on the [TED – tenders electronic daily website](#).

Use the English version of the simap standard form that is most appropriate for your type of organisation:

- for lead procurers in the public sector: 'Prior information notice'*
- for lead procurers in the utilities sector: 'Periodic indicative notice – utilities'.*
- for lead procurers in the defence and security sector: 'Prior information notice for contracts in the field of defence and security'.*

In addition to English, you may publish the PIN (or a summary) in any other language(s).

Remember that publication of the PIN in TED is only a first step. The open market consultation must be actively promoted and advertised widely to potential tenderers across Europe, using in particular also Horizon Europe Internet sites and HE National Contact Points. Promote it also via large European industry events across Europe, relevant industry initiatives at EU level (e.g. European partnerships, EIPs, PPPs, Horizon Europe Missions), sectorial industry associations and chambers of commerce across Europe (e.g. the Enterprise Europe Network), relevant sectorial and innovation procurement related social media channels. In order to treat all potential tenderers equally, such targeted promotion activities can only start AFTER the publication of the PIN in TED.

A copy of the draft PIN must be submitted as a deliverable to the EU granting authority at the latest 5 days before it is sent for publication to the EU Publication Office (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your PIN and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Prior information notice

Directive 2014/24/EU

This notice is for prior information only

This notice aims at reducing time limits for receipt of tenders

This notice is a call for competition

Interested operators must inform the contracting authority of their interest in the contract(s). The contract(s) will be awarded without publication of a further call for competition.

Select the first bullet ('This notice is for prior information only').

I.1) Name and addresses¹ (please identify all contracting authorities responsible for the procedure)

Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:		Telephone:	
E-mail:		Fax:	
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

Give the contact details of the lead procurer and all the procurers in the buyers group.

Use CPV 73100000 for R&D services and additional other CPVs, if relevant to the object of the contract (e.g. CPV for medical equipment if the PCP is for medical equipment-related R&D, CPV for software development services if software-related R&D is needed).

II.1.3) Type of contract Works Supplies Services

Select 'Services' (not 'Supplies' or 'Works'; PCP is an R&D services contract).

II.1.4) Short description:

Use this text:

This PIN provides early information about the expected starting date and purchase volume and about the open market consultation that is organised in preparation of this pre-commercial procurement (PCP).

The procurement aims to trigger new solutions to be developed and tested to address the following challenge: [specify briefly the subject and scope of this PCP e.g. *improving the energy efficiency of buildings*].

[OPTION for PCPs with lots: As the challenge covers a number of sub-challenges, the procurement will be divided into the following lots, each corresponding to one sub-challenge:

- lot 1: [insert name of the sub-challenge to which the lot corresponds]
- lot 2:
- ...]

The main technical challenges to be addressed [per lot] are: [indicate the main target quality/efficiency and/or functionality/performance improvements compared to the current state-of-the-art technology – per lot, if applicable - e.g. *30 % energy efficiency improvement, 20% cost reduction, etc*].

Provide any other relevant information. If needed to cope with the character-limit in the forms, distribute text also over 'II.2.4) Description of the procurement' and 'II.2.14) Additional information'.

II.1.5) Estimated total value²
 Value excluding VAT: [] Currency: [] [] []
 (for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of the framework agreement or dynamic purchasing system)

Give the total estimated value of the PCP framework agreement in euros/other currency (excluding VAT).

II.1.6) Information about lots
 This contract is divided into lots yes no
 Tenders may be submitted for¹² all lots maximum number of lots: [] one lot only
 Maximum number of lots that may be awarded to one tenderer: []
 The contracting authority reserves the right to award contracts combining the following lots or groups of lots:

For PCPs with lots select 'yes'. Consider carefully the consequences of restricting the number of lots that tenders may be submitted for, if applicable.

II.2) Description¹

II.2.1) Title:²	Lot No: ²
-----------------------------------	----------------------

Only fill in if lots are used. Fill in the title and number of each lot.

II.2.2) Additional CPV code(s)²
 Main CPV code:¹ [] [] . [] [] . [] [] . [] [] Supplementary CPV code:^{1,2} [] [] [] []

Only fill in if lots are used. Use the CPV codes for each lot.

II.2.3) Place of performanceNUTS code: ¹ [] [] [] [] [] [] Main site or place of performance:

Fill out the 'NUTS codes' of the lead procurer and of all the countries in which testing is expected to take place (typically the countries of those public procurers in the buyers group in whose countries testing is expected to take place).

For the 'Main site or place of performance' specify the place of performance requirement(s) and the location(s) for testing:

At least [insert the percentage chosen by the buyers group/imposed by the HE call conditions for this PCP; it must be minimum 50%]²²% of the contracted R&D services must be performed in EU Member States or Horizon Europe associated countries²²).

[additional OPTION for PCPs that involve security-related R&D: Moreover, at least [insert the percentage chosen by the buyers group/imposed by the HE call conditions for this PCP; if there are sufficient R&D providers able to do the work in Europe, it is typically set at 100% for security reasons]²³% of the contracted R&D services on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]]/[OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

In addition, contractors must ensure that none of the contracted services are performed in countries nor by entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)²³ (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

Testing is expected to take place in the following procurers' countries [insert the relevant countries] *[additional OPTION for PCPs that involve security related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].*

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific minimum percentages for the place of performance requirement, or specific restrictions on the countries in which the R&D and/or the testing must be performed*). If yes, they prevail and must be applied. If no, the place of performance conditions should not be restricted further than 'the EU Member States of Horizon Europe associated countries' unless the buyers group has justified security reasons to do so and in agreement with the granting authority.

II.2.4) Description of the procurement:*(nature and quantity of works, supplies or services or indication of needs and requirements)*

Use this text:

This PCP procurement is a joint procurement by different procurers across Europe that are all facing the same common challenge and are thus looking for similar solutions (so-called 'buyers group').

The procurement will take the form of a pre-commercial procurement (PCP) under which R&D service contracts will be awarded to a number of R&D providers in parallel in a phased approach. This will make it possible to compare competing alternative solutions.

Each selected R&D provider will be awarded a framework agreement that covers the following R&D phases and a specific contract per phase.

Choose option 1 or 2 below depending on how many phases you will use (3 or 2 for fasttrack):

²² [List of Horizon Europe participating countries.](#)

²³ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

[**OPTION 1 by default:** The 3 phases are: solution design (phase 1), prototyping and lab testing (phase 2), original development, installation, validation and field testing of a limited set of first products or services (phase 3).][**OPTION 2 for fasttrack PCPs (phase 2 and 3 combined into one):** The 2 phases are: solution design (phase 1), prototyping and lab testing plus subsequently original development, installation, validation and field testing of a limited set of first products or services (phase 2).]

After each phase, intermediate evaluations will be carried out to progressively select the best of the competing solutions. The contractors with the best-value-for-money solutions will be offered a specific contract for the next phase. [**additional OPTION for PCPs with lots:** The phased approach with parallel contracts and intermediate evaluations will be followed within each lot.]

Testing is expected to take place in [add the locations where testing is expected to take place, in particular test locations of the procurers and other additional test locations]. This testing may also serve as a first customer test reference for the contractors. The procurement is expected to start in [add expected starting date of the PCP] and end in [add expected completion date of the PCP].

The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate during the PCP and will be able to use them to exploit the full market potential of the developed solutions *i.e. beyond the procurement*. [The market potential is estimated at [insert available figures about the potential total market size, *i.e. beyond the procurers*].]

II.2.5 Award criteria ¹²

Criteria below

Quality criterion – Name: / Weighting: ^{1,2,20}

Cost criterion – Name: / Weighting: ^{1,20}

Price – Weighting: ²¹

Price is not the only award criterion and all criteria are stated only in the procurement documents

Select one of the 2 options ('Criteria below' OR 'Price is not the only award criterion and all criteria are stated only in the procurement documents').

If you select the first option ('Criteria below'), you must indicate all the criteria and their weighting.

Note that evaluation of the tenders must be based on best value for money criteria (not just lowest price).

II.2.6 Estimated value ^{2,5,6,19}

Value excluding VAT: [] Currency: [][][]

(for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of this lot)

Only fill in if lots are used.

II.2.7 Duration of the contract, framework agreement or dynamic purchasing system ^{5,6,19}

Duration in months: [] or Duration in days: []

or Start: (dd/mm/yyyy) / End: (dd/mm/yyyy)

This contract is subject to renewal

Description of renewals:

Enter the duration.

II.2.10 Information about variants ¹²

Variants will be accepted

Select 'No'. In PCP, the use of variants is not necessary, since the PCP approach inherently supports the development of several alternative solutions in parallel.

II.2.11 Information about options ^{5,6,19}

Options

Description of options:

Complete if applicable.

II.2.13) Information about European Union funds ^{5,19}

The procurement is related to a project and/or programme financed by European Union funds yes no

Identification of the project:

Select 'yes'.

Use this text:

This procurement is part of a project that is funded by the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] – [insert project acronym] (see [insert project website]).

[additional OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PCP budget is funded by other EU programmes, for example the European Regional Development Fund (ERDF)): The procurement receives also funding from the [OPTION 1 for EU programmes: European Union's [insert name of EU programme]] [OPTION 2 for national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union]: [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement, but is not participating as a contracting authority in the procurement.

Note that it is NOT allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. Horizon Europe and ERDF). But it is possible for different procurers in the buyers group to receive funding from different EU sources.

II.2.14) Additional information:

Provide relevant additional information, if applicable.

II.3) Estimated date of publication of contract notice: ^{9,19} (dd/mm/yyyy)

Enter the date.

Section III: Legal, economic, financial and technical information ^{5,6,19}

As this PIN is NOT a call for competition, do NOT complete any of the sub-sections in Section III.

Section IV: Procedure

As this PIN is NOT a call for competition, do NOT fill in any of the subsections of Section IV, except for sub-section IV.1.8 which needs to be completed as follows:

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement yes no

Select 'no'.

Section VI: Complementary information**VI.2) Information about electronic workflows** ^{5,19}

- Electronic ordering will be used
 Electronic invoicing will be accepted
 Electronic payment will be used

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.3) Additional information:²

--

Use this text:

This procurement is exempted from the WTO Government Procurement Agreement (GPA), the EU public procurement directives and the national laws that implement them. This is because it concerns the procurement of R&D services where the benefits do not accrue exclusively to the contracting authority for its use in the conduct of its own affairs.

Publication of this contract notice in the EU Official Journal is not to be understood as a waiver of this exemption. Publication is made on a voluntary basis and the procurement will not follow the procedures under the EU public procurement directives, but rather the procedure described in the tender documentation.


This PIN is published to announce an open market consultation on a future procurement procedure. The PIN is not a commitment to procure.

The open market consultation will provide you with an overview on the procurement objectives, the PCP process and the main clauses of the contract. You will also have the opportunity to ask questions. It will be held in English [and [add additional language(s), if any]].

Choose option 1 or 2 below, depending on whether there are participation and/or control restrictions for the open market consultation or not:

[OPTION 1 by default (no restrictions): This PIN invites all interested operators to take part in an open market consultation. Participation in the open market consultation is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)²⁴. All information provided during the open market consultation and other background information will be published online in English [and [add additional language(s), if any]] on the project website ([insert the project website]).]

[OPTION 2 if there are participation and/or control restrictions (based on HE call conditions or other considerations): [Explain what is the reason why the participation is restricted (e.g. explain what are the security aspects that need to be safeguarded)] This PIN invites all interested operators established in [and controlled from] [add the list of countries to which participation and/or control is restricted²⁵] to take part in an open market consultation. Participation in the open market consultation is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)²⁶. All information provided during the open market consultation and other background information will be provided to all operators that meet the above requirements and that are interested in the PCP in English [and [add additional language(s), if any]].]

 Not participating in the open market consultation will not exclude you from participating in the PCP call for tender.

All communication (before, during and after the procurement) will be carried out in English [and [add additional language(s), if any]]. Offers for the PCP call for tender will be accepted in English [and [insert additional language(s), if any]].

Give information on the timing. Choose the timing in such a way that you ensure that this PIN is published 45 days before the start of the first meeting of the open market consultation:

The open market consultation will be organised in the form of a [insert the format e.g. *physical meeting(s)* (e.g. *plenary style meeting(s)*, *face-to-face meetings*), *online meeting(s)* (e.g. *webinar*

²⁴ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

²⁵ See [Guidance on participation in Horizon Europe restricted calls](#).

²⁶ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

or online Q&A forum), or a combination of those] that will be held in [insert venue(s)] on [insert date(s) and time or period].

[Please register via [insert registration link] for the open market consultation by [insert date].]

[additional OPTION if tenderers are allowed to supply additional confidential information e.g. via e-mail or in a face-to-face meeting during the open market consultation: Please indicate [by [insert date]] [together with the registration for the open market consultation] if you want to supply (under a non-disclosure agreement) additional confidential information that you do not wish to reveal in public during the open market consultation.]

[OPTION if for example a questionnaire is used: Please submit the following information by completing the open market consultation questionnaire [insert link to the questionnaire] by [insert date].]

⚠ Do not forget that you must ensure equal treatment to all interested economic operators in all instances, including face-to-face meetings. Such meetings can therefore only be used to *listen* to the economic operators, but may not be used to *give* any additional information to the economic operators (except information also provided to all other operators).

Check carefully if the call conditions for your HE grant restrict participation and/or control of operators that can participate. If yes, they prevail and must be applied. If no, and it is not absolutely needed for security reasons, then do NOT restrict participation or control for the market consultation on your own initiative. It will benefit your procurement to have an open PIN – even if later the participation in the procurement itself is restricted to operators from certain countries.

VI.4) Procedures for review ^{5,19}

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.5) Date of dispatch of this notice: (dd/mm/yyyy)

Enter the date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ please repeat as many times as needed

² if applicable

³ please repeat as many times as needed if this notice is for prior information only

⁴ if this information is known

⁵ please provide this information if the notice is a call for competition

⁶ as far as information is already known

⁹ please provide this information only if this notice is a prior information notice

¹² please provide this information here or in the invitation to confirm interest, if the notice is a call for competition or aims at reducing time limits for receipt of tenders

¹⁹ if the notice aims at reducing time limits for receipt of tenders

²⁰ importance may be given instead of weighting

²¹ importance may be given instead of weighting; if price is the only award criterion, weighting is not used

Appendix 2 PCP RFT

PCP REQUEST FOR TENDERS (RFT)

This template is intended to help EU beneficiaries to prepare their PCP requests for tenders. Text in green is meant to indicate instructions or options; text in black is sample text.

Since PCP requests for tenders do NOT fall under the EU Public Procurement Directives, your normal templates may not work. Make sure that you draft the request for tenders in a way that is in line with the requirements for Horizon Europe-funded PCPs in [General Annex H of the HE Work Programme](#) and the HE Model Grant Agreement (see [EU AGA – Annotated Grant Agreement](#), art 6.2.D.5 and Annex 5).

⚠️ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your request for tenders and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*

1. General context and background

Explain the general context:

This procurement is a pre-commercial procurement (PCP).

PCP means that public procurers challenge innovative players on the market, via an open, transparent and competitive process, to develop new solutions for a technologically demanding mid- to long-term challenge that is in the public interest and requires new R&D services.

If you'd like to add a visual you can copy one of the graphics from the first section of this guidance (choose picture depending on how many phases your PCP is using (3 or 2 for fasttrack; same as in PIN)).

PCP is characterised by the following five **features**:

× Competitive development in phases to identify the solutions offering the best value for money

PCP targets situations that require radical innovation or R&D and for which there are typically no solutions on or close to the market yet. Different competing providers may have different ideas for solutions to the problem. As R&D is yet to take place, there is not yet any proof as to which of these potential alternative solutions would best meet customers' needs.

PCP therefore awards R&D contracts to a number of competing contractors at the same time, in order to compare different approaches to solving the problem. It thus offers innovators an opportunity to show how well their solution compares with others. It also allows a first customer test reference to be obtained from countries of the procurers that will test the solutions.

Choose option 1 or 2 below depending on how many phases you will use (3 or 2 for fasttrack; same as in PIN):

[OPTION 1 by default: The R&D for this PCP is split into 3 phases (Phase 1: solution design, Phase 2: prototyping and lab testing, Phase 3: original development, installation, wider field testing and validation of a limited set of 'first' products or services).] [OPTION 2 for fasttrack PCPs (phase 2 and 3 combined into one): The R&D for this PCP is split into 2 phases (Phase 1: solution design, Phase 2: prototyping and lab testing followed by original development, installation, wider field testing and validation of a limited set of 'first' products or services).]

Evaluations after each phase will progressively identify the solutions that offer the best value for money and meet the customers' needs. This phased approach allows successful contractors to improve their offers for the next phase, based on lessons learnt and feedback from procurers in the previous phase. Using the phased approach with gradually growing contract sizes per phase will also make it easier for smaller companies to participate in the PCP and enable SMEs to grow their business step-by-step with each phase.

Depending on the outcome of the PCP (will it result in innovative solutions that meet the tender requirements and offer good value for money?), procurers may or may not decide to follow-up the PCP with a public procurement to deploy the innovative solutions (PPI).

× Public procurement of R&D services

PCP addresses mid- to long-term public procurement needs for which either no commercially stable solutions yet exist on the market, or existing solutions exhibit structural shortcomings which require further R&D to resolve. PCP is a way for procurers to trigger the market to develop new solutions that address these shortcomings. PCP focuses on specific identified needs and provides customer feedback to businesses from the early stages of R&D. This improves the likelihood of commercial exploitation of the newly developed solutions.

PCP is explained in the [PCP communication COM/2007/799](#) and the associated [staff working document SEC/2007/1668](#). The R&D services can cover research and development activities ranging from solution exploration and design, to prototyping, right through to the original development of a limited set of 'first' products or services in the form of a test series. Original development of a first product/service may include limited production/supply in order to incorporate the results of field-testing and demonstrate that the product/service is suitable for production/supply in quantity to acceptable quality standards. R&D does not include quantity production or supply to establish the commercial viability or to recover R&D costs.²⁷ It also excludes commercial development activities such as incremental adaptations or routine/periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements.

× Open, transparent, non-discriminatory approach — No large-scale deployments

Unless there are specific participation and/or control restrictions (*see section 3.1*), PCP procurements are normally open at least to all operators in EU Member States or HE associated countries, on equal terms, regardless of the size, geographical location or governance structure.

Access is extended to operators from WTO GPA signatory countries and other third countries if there are not sufficient operators in EU Member States or associated countries that can perform the R&D work (*see section 3.1*).

In all cases, there is, however, a place of performance requirement that a predefined minimum percentage of the contracted R&D services must be performed in EU Member States or Horizon Europe associated countries (or a more restricted list of countries; *see section 3.1*).

All communication (before, during and after the procurement) will normally be carried out in English (and other languages, if mentioned in section 5).

Any subsequent public procurement of innovative solutions (PPI), for the supply of commercial volumes of the solutions developed in the PCP, will be carried out under a separate procurement procedure. Participation in the PCP is thus not a prerequisite for the provisioning of a solution on a commercial scale.

× Sharing of IPR-related risks and benefits under market conditions

PCP procures R&D services at market price, thus providing contractors with a transparent, competitive and reliable source of financing for the early stages of their research and development.

Giving each contractor the ownership of the IPRs attached to the results (foreground) they generate during the PCP means that they can widely exploit the newly developed solutions commercially. In return, the tendered price must contain a financial compensation for keeping the IPR ownership — compared to the case where the IPRs would be transferred to the procurers (the tendered price must be the 'non-exclusive development price'). Moreover, the procurers must receive license-free rights to use the R&D results for internal use, and licensing rights subject to certain conditions.

The contractors also retain ownership of their background rights (albeit subject to certain rights of use by the procurers, *see section 2.7*).

²⁷ See also Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).

 For more information, see *PCP on the [Europa website](#)*.

× Exemption from EU Public Procurement Directives, WTO Government Procurement Agreement (GPA) and EU state aid rules

PCP procurements are exempted from the EU Public Procurement Directives because the procurers do not retain all the benefits of the R&D (the IPR ownership stays with the contractors).²⁸

They are also exempted from the WTO Government Procurement Agreement (GPA) because this Agreement does not cover R&D services²⁹ (— the PCP being limited to such services and any subsequent PPI procurements relating to commercial-scale supply of such solutions not being part of the PCP procurement).

PCP procurements do not constitute state aid under the EU state aid rules³⁰ if they are implemented as defined in the PCP communication³¹, namely by following an open, transparent, competitive procedure with risk- and benefit-sharing at market price. The division of all rights and obligations (including IPRs) and the selection and award criteria for all phases must be published at the outset; the PCP must be limited to R&D services and clearly separated from any potential follow-up PPI procurements; PCP contractors may not be given any preferential treatment in a subsequent procurement for provision of the final products or services on a commercial scale.


Add other elements:

Other things to know

The start of this PCP procurement was preceded by an open market consultation (see *summary and Q&A on [\[insert project website\]](#)*).

This procurement is part of a project that is funded by the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [\[insert number\]](#) — [\[insert project acronym\]](#) (see [\[insert project website\]](#)).

For PCPs that also receive funding from other EU sources (e.g. if there are procurers in the buyers group whose financial contribution to the PCP budget is funded by other EU programmes, for example the European Regional Development Fund (ERDF)): The procurement receives also funding from the [\[OPTION 1 for EU programmes: European Union's \[\\[insert name of EU programme\\]\]\(#\)\]\[OPTION 2 for national programmes co-funded by the EU \(e.g. by Regional Funds, Agricultural Funds\): \[\\[insert name of national programme\\]\]\(#\) co-financed by the European Union\]: \[\\[insert beneficiary name and grant agreement number and acronym\\]\]\(#\).](#)

 The EU has given a grant for this procurement, but is not participating as a contracting authority in the procurement.

 For more information, see 'Innovation procurement' and 'Links to regional policy' in the [Commission notice on synergies between ERDF funds and Horizon Europe](#).

Note that is not allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. Horizon Europe and ERDF). But it is possible for different procurers in the buyers group to receive funding from different EU sources.

2. Tender profile: Services to be procured, tender closing time, procurers, contracting approach, budget, timetable and IPR

2.1 Description of services to be procured

²⁸ See Article 16(f) of Directive [2004/18/EC](#) (Article 14 of Directive [2014/24/EU](#)), Article 24(e) of [Directive 2004/17/EC](#) (Article 32 of Directive [2014/25/EU](#)) and Article 13(f)(j) of Directive [2009/81/EC](#).

²⁹ See the EU's Annex IV of Appendix I to the [WTO GPA](#).

³⁰ See Point 33 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

³¹ [Commission Communication: Pre-Commercial Procurement: driving innovation to ensure sustainable, high quality public services \(COM\(2007\) 799\)](#) and [PCP staff working document](#) (SEC(2007)1668).

PCP challenge

Explain the common challenge to be addressed and the scope of the R&D services to be procured:

This procurement is for R&D services to develop solutions to tackle the following challenge: [specify briefly the subject and scope of this PCP, e.g. *improving the energy efficiency of buildings*] [additional OPTION for PCPs with sub-challenges: and the following sub-challenges: [specify the sub-challenges].]

This is a common challenge shared by all procurers in the buyers group. [additional OPTION for PCPs with sub-challenges: All sub-challenges are shared by all procurers in the buyers group.]

The main quality/efficiency improvements sought for are: [indicate the target quality/efficiency and/or functionality/performance improvements, compared to the current best available solutions, e.g. *30 % energy efficiency improvement, interoperability*].

Establish how many phases your PCP will be using (3 or 2 for fasttrack; same as in PIN):

[OPTION 1 by default: The R&D for this PCP will be split into 3 phases (Phase 1: solution design, Phase 2: prototyping and lab testing, Phase 3: original development, installation, wider field testing and validation of a limited set of 'first' products or services).] [OPTION 2 for fasttrack PCPs (phase 2 and 3 combined into one): The R&D for this PCP is split into 2 phases (Phase 1: solution design, Phase 2: prototyping and lab testing followed by original development, installation, wider field testing and validation of a limited set of 'first' products or services).]


For fasttrack PCPs, specify an indicative target date for deployment: Given the need for fast deployment, the buyers group aims to start deploying and using solutions that can address the PCP challenge by [enter date by which deployment is needed].

If there are clear limitations on what the maximum price/target price range for the innovative solutions should be, explain this.

Explain the drivers behind the PCP (i.e. *why the solutions are needed: to improve which aspects in the quality and efficiency of the public services that the procurer(s) is/are responsible for; to meet regulatory requirements and/or to meet a need for standardisation or certification*). Explain also why current solutions don't meet the need.

Unless explicitly exempted by the HE call conditions of your grant, describe how the gender dimension (i.e. sex and/or gender analysis) should be taken into account in the contract activities/the proposed R&D content. Note that this question relates to the content of the planned research, development and testing activities, and not to gender balance in the teams in charge of carrying out the contract. Sex and gender analysis refers to biological characteristics (*such as differences between males and females*) and social/cultural factors (*such as ethnicity, disability and sexual orientation*) respectively³². For example, in healthcare related projects, the gender dimension can be taken into account by including testing on persons of all possible sexes (ensuring a healthy mix with both male and female test subjects).

For PCPs that include the purchase of some of the R&D results, specify this: The PCP includes the purchase of a limited set of [prototype(s)][and][or][first products or services] resulting from the R&D. Explain why the limited set of prototype(s)/first test products/services are needed for R&D purposes (e.g. *if the existing solution used by the procurers has to be destroyed in order to test the new solutions developed during the PCP and/or the procurers need to carry out further testing of the newly developed solutions after the PCP is finished*). Explain clearly who is procuring which/how many prototypes/first products or services and where and when and to who they need to be delivered.

 Note that since you are required for your HE grant to award the tender on best value for money solutions, not to the lowest price only solutions, make sure to include NOT ONLY requirements regarding the price, but also regarding quality improvements of the innovative solutions.

Ensure that the targets for the quality/efficiency improvements are set so that they clearly enable to make a step-change beyond what currently available solutions are able to deliver. Use functional or

performance-based specifications that include technical minimum requirements that innovative solutions must meet, rather than prescribing a specific solution. Take into account your analysis on the shortcomings of solutions available on the market, the analysis of the needs of the procurers and the outcome of the open market consultation. Alert tenderers as far as possible to any specific requirements of the subsequent phases (e.g. for phase 2: local technical and safety conditions where prototype testing is planned to take place at one of the procurers' labs; for phase 3: local technical, environmental, ethics and safety/security requirements for field-testing). Provide the metrics or indicators that the procurers will use to evaluate and validate, at the end of each PCP phase, to what extent each competing solution has made progress towards reaching the targets.

Expected outcomes (per phase)

Describe the objectives, their associated output and results and the tasks to be carried out (milestones and deliverables) for each of the PCP phases (solution design, prototyping, original development and testing of a limited set of 'first' products or services):

Expected outcomes (table for 3 phases)					
Phase 1: Solution design					
	Objective:	Perform research to:			
		1. elaborate the solution design and determine the approach to be taken to develop the new solutions and			
		2. demonstrate the technical, financial and commercial feasibility of the proposed concepts and approach to meet the procurement need			
	Output and results:				
	Milestones and deliverables	By when?	How?	Output and results	
	Milestones:	M1.1) [milestone 1.1]	[dd.mm.yyyy]	[e.g.sent by email to lead procurer, on-site visit]	...
		M1.2) [milestone 1.2]
				
	Deliverables:	D1.1)[deliverable 1.1]			
		D1.1a)[interim deliverable 1.1a]			
		D1.1b)[interim deliverable 1.1b]			
		D1.2)[deliverable 1.2]			
		D1.3)[deliverable 1.3]			
		D1.3a)[interim deliverable 1.3a]			

		D1.4)[deliverable 1.4]			
		...			
Phase 2: Prototyping					
	Objective:	Develop, demonstrate and validate prototypes in lab conditions			
	Output and results:				
	Milestones and deliverables		By when?	How?	Output and results
	Milestones:	M2.1) [milestone 2.1]	[dd.mm.yyyy]	[e.g.sent by email to lead procurer, on-site visit]	...
		M2.2) [milestone 2.2]	
				
	Deliverables:	D2.1)[deliverable 2.1]			
		D2.1a)[interim deliverable 2.1a]			
		D2.1b)[interim deliverable 2.1b]			
		D2.2)[deliverable 2.2]			
		D2.3)[deliverable 2.3]			
		D2.3a)[interim deliverable 2.3a]			
		D2.4)[deliverable 2.4]			
		...			
	Points to be addressed in report:				
Phase [3]: Development & testing					
	Objective:	Original development and field-testing of a limited set of first [products] [services] (the test series)			
	Output and results:				

	Milestones and deliverables	By when?	How?	Output and results
	Milestones: M3.1) [milestone 3.1]	[dd.mm.yyyy]	[e.g.sent by email to lead procurer, on-site visit]	
	M3.2) [milestone 3.2]	...		
			
	Deliverables: D3.1)[deliverable 3.1]			
	D3.1a)[interim deliverable 3.1a]			
	D3.1b)[interim deliverable 3.1b]			
	D3.2)[deliverable 3.2]			
	D3.3)[deliverable 3.3]			
	D3.3a)[interim deliverable 3.3a]			
	D3.4)[deliverable 3.4]			
	...			
	Points to be addressed in report:			

Specify the tasks and expected outcomes of each milestone and deliverable in more detail:

M1.1)

M1.2) ...

D1.1)

D1.2) ...

 Do not forget to include the following deliverables (list for 3 phases):

- for each end-of phase deliverable, a section that explains the IPR measures taken by the contractors to protect the results and lists the names and location of personnel that carried out the R&D activities
- at the start of phase 1, phase 1 project abstracts (in the format required by the EU for publication)

- at the end of phase 1, a summary of the main results achieved by each contractor and conclusions from phase 1 (in the format required by the EU for publication)
- at the start of phase 2, phase 2 project abstracts (in the format required by the EU for publication)
- at the end of phase 2, a summary of the main results achieved by each contractor and conclusions from phase 2 (in the format required by the EU for publication)
- at the end of phase 2, a demonstration to the EU of the prototypes developed during phase 2
- [at the start of phase 3, phase 3 project abstracts (in the format required by the EU for publication)]
- at the end of phase 3, a summary of the main results achieved by each contractor and conclusions from the PCP in the format required by the EU for publication)]
- a deadline by which the contractors must agree on the text for the summary of overall lessons learnt and results achieved from the PCP, for publication
- at the end of the PCP, a final demonstration to the EU of the final products or services developed during the 3 phases.

For phase 2, specify whether prototype validation is expected to be done at the premises of the procurer(s) or the contractors. For PCPs with lots, clarify if there is a need for validating prototypes of contractors from different lots together (to test dependencies between lots and to ensure that building blocks developed in different lots will ultimately work together as expected).

For phase [3], provide information on the timing and the site(s) where the procurers will carry out the testing and validation of the test series. State clearly how many solutions each contractor is expected to develop for the limited test series. Specify whether contractors need to set aside resources for testing the solutions on the premises of *all* or only *some* procurers. Indicate whether they need to plan to have resources available to carry out testing sequentially or in parallel at the different sites. For PCPs with lots, clarify if there is a need for field testing of products/services developed by contractors in different lots together (to test dependencies between lots and to ensure that building blocks developed in different lots ultimately work together as expected).

2.2 Tender closing time

Tender closing time will be: [date and hour, e.g. 5 September 2017, 17.00h]

2.3 Procurer(s) and other parties involved in the PCP

Explain the procurer set-up:

This procurement relates to a joint PCP that will be carried out by the following lead procurer: [name and country of the lead procurer]

The lead procurer is appointed to coordinate and lead the joint PCP, and to sign and award the framework agreement and the specific contracts for all phases of the PCP, in the name and on behalf of the following buyers group:

- [name and country of the member 1 of the buyers group]
- [name and country of the member 2 of the buyers group]
- ...

The lead procurer is [not] part of the buyers group.

The procurers in the buyers group have the following background/profile/responsibilities for:

- [name 1]: [insert responsibilities]

- [name 2]: [insert responsibilities]
-

Explain the responsibilities which the procurers in the buyers group have in their respective countries with regard to setting the acquisition and/or regulatory strategy for the innovative solutions. For example, a regional health procurer should explain here for how many hospitals in his region he is responsible to procure solutions; how many patients are served by these hospitals; how many of these patients are affected by the problem that the PCP aspires to solve, etc. A regional ministry of health should explain for how many citizens (*e.g. specific types of patients*) it is defining regulations that affect the deployment of solutions in the healthcare sector in its region.

For PCPs with third parties providing in-kind contributions to the PCP, add: The following entities are not in the buyers group but participate as third parties giving in-kind contributions to the procurers for the purpose of carrying out the PCP:

- [name, country]
- [name, country]
- ...

Provide a short description of the responsibilities of the third parties, the type of resources they will put at the disposal of the PCP, and the rights and obligations that they will assume with respect to the PCP, *e.g. the type of information they will have access to, and whether they will participate in certain parts of the PCP implementation such as testing*. Explain that they will not have rights to results or IPRs.

For PCPs with preferred partners, add: The following entities are participating as preferred partners with an interest in the PCP, but without being part of the buyers group or giving in-kind contributions for carrying out the PCP:

- [name, country]
- [name, country]
- [name, country]

Explain briefly how the preferred partners will be kept informed about the PCP, what type of information concerning the PCP they will have access to and whether they will attend certain parts of the PCP implementation such as product demonstrations and testing. Explain that they will not have rights to results or IPRs.

 Use the roles that come from the HE grant agreement:

Lead procurer — Appointed by the buyers group to organise and lead the joint procurement; also part of the buyers group, if he contributes to the procurement budget.

Buyers group — The group of procurers that contribute to the procurement budget. For procurers that participate in the EU grant as sole participants (*i.e. entities representing several members, e.g. a central purchasing body, a European research infrastructure consortium or a European regional cooperation group*), indicate which of the members contribute to the PCP procurement budget.

Third parties that provide in-kind contributions to the PCP — Entities that are neither lead procurer nor part of the buyers group, but that give in-kind contributions to the PCP.

Preferred partners — Entities that are neither lead procurer nor part of the buyers group nor third parties providing in-kind contributions, but that have a special interest in closely following the PCP (*entities involved in the Horizon Europe grant 'related additional networking activities'; other potential buyers for the solutions that have expressed a special interest in the PCP*).

Note that only procurers from countries that are eligible for Horizon Europe funding can be lead procurer and/or part of the buyers group since only they can participate as beneficiaries in the Horizon Europe project. Other entities can however perform other tasks for the PCP without obtaining

EU funding (e.g. provide input for the open market consultation, test solutions, put resources at the disposal of the project e.g. for testing, act as preferred partner).

2.4 Contracting approach

Explain the contracting approach (text for 3 phases):

The PCP will be implemented by means of a **framework agreement** with call-offs for **specific contracts** for each of the PCP R&D phases (altogether 'contracts').

Following the tendering stage, a framework agreement and a specific contract for phase 1 will be awarded to a minimum of [indicate number: minimum 3 (2 is only allowed if the market consultation has shown that there are fewer than 3 eligible tenderers capable of performing the R&D services)] contractors.

A call-off will be organised for phase 2, with the aim of awarding a minimum of [indicate number] phase 2 contracts. Only offers from contractors that successfully completed phase 1 will be eligible for phase 2. The procurers will validate the phase 2 prototypes [identify the site: in the procurer's labs or the contractors' lab].

[A second call-off will be organised for phase 3, with the aim of awarding a minimum of [indicate number: minimum 2] phase 3 contracts. Only offers from contractors that successfully completed phase 2 will be eligible for phase 3.]

Field-testing of the first products/services is expected to take place [insert where (e.g. at all the sites where procurers of the buyers group are based)].

The framework agreement will set all the framework conditions for the duration of the PCP (covering all the phases). There will be no renegotiation. The framework agreement will remain binding for the duration of all phases for which contractors remain in the PCP. Tenderers that are awarded a framework agreement will also be awarded a specific contract for phase 1 (evaluation of tenders for the framework agreement and phase 1 are combined). Tenderers are therefore asked not only to submit their detailed offer for phase 1, but also to state their goals, and to outline their plans (including price conditions) for phase 2 [and 3] — thus giving specific details of the steps that would lead to commercial exploitation of the R&D results.

Provide a brief overview of the overall timing of the PCP (including the expected start and finish dates) and of the individual phases.

Indicate clearly (in this section and in the time schedule table below) if:

- the offers for the next phase will be requested together with the end-of phase deliverables for the previous phase — in this case all contractors of the previous phase will be invited to make offers for the next phase, successful completion of the previous phase is evaluated before evaluating the offers for the next phase, to determine which offers are eligible to proceed to the evaluation of offers for the next phase

or if

- the offers for the next phase will be requested only *after* the end-of phase deliverables of the previous phase and after the contractors have been informed of successful completion of the previous phase — in this case only the contractors that successfully completed the previous phase will be invited to make offers for the next phase.

2.5 Total budget and budget distribution (per phase)

Explain the budgetary set-up, specifying in particular:

- the total budget for the PCP
- the maximum budget per phase (and per lot, where applicable)
- the maximum budget per tender per phase (and per lot, where applicable)

- the ‘minimum’ number of contractors that are expected to be selected per phase (and per lot, where applicable)
- the maximum duration per phase.

Provide for the flexibility to transfer leftover budget from one phase to the next phase in case you receive offers with lower price than expected: For all phases, contracts will be financed until the remaining budget is insufficient to fund the next best tender. The exact number of contracts finally awarded will thus depend on the prices offered and the number of tenders passing the evaluation. As leftover budget from the previous phase will be transferred to the next phase, the total budget available for phase 2 [and 3] may eventually be higher than stated here (but the maximum budget per contractor for phase 2 [and 3] will remain the same). The lower the average price of tenders, the more contracts can be awarded. However, the total value of the contracts awarded can also be lower than initially expected if there are fewer tenders than expected that meet the minimum evaluation criteria.

⚠ State the minimum instead of the maximum expected number of contractors, to allow more contracts than initially expected to be awarded if there are more high quality tenders at cheaper prices than expected.

For PCPs for which there are minimum 3 eligible providers capable of performing the R&D services, ensure that the budget distribution of the PCP:

- starts with minimum of 3 contractors and ends with a minimum of 2 contractors in the last phase
- contains a minimum of 3 phases that between them cover the entire PCP lifecycle: solution exploration; prototyping; initial development and testing of a limited set of first products or services. If needed, each phase may be split up into more phases, *e.g. in complex PCPs*.

For PCPs for which there are NOT minimum 3 eligible R&D providers capable of performing the R&D services: ensure that the budget distribution of the PCP starts with minimum of 2 contractors and ends with a minimum of 2 contractors in the last phase.

For fasttrack PCPs: ensure that the budget distribution of the PCP contains a minimum of 2 phases that between them cover the entire PCP lifecycle: solution exploration; prototyping; initial development and testing of a limited set of first products or services. If needed, each phase may be split up into more phases, *e.g. in complex PCPs*.

2.6 Time schedule

Explain the planned time schedule:

Planned time schedule (table for 3 phases)	
Date	Activity
	<u>First tender procedure (framework agreement and phase 1 contracts)</u>
[dd.mm.yyyy]	Publication of contract notice in TED
...	Deadline for requesting tender documents
	Deadline for submitting questions about tender documents
	Deadline for lead procurer to publish replies to questions (Q&A document)
	Deadline for submission of tenders for the framework agreement and phase 1
	Opening of tenders
	Tenderers notified of decision on awarding contracts

	Signing of framework agreements and phase 1 specific contracts
	Publication of contract award notice in TED
	<u>Implementation of phase 1</u>
	Start of phase 1
	Names of winning phase 1 contractors and their project abstracts to be sent to EU (template*) and published on [insert acronym] PCP project website
	Visit of phase 1 contractors to the premises(s) of the procurer(s) to learn about the operational boundary conditions governing the design of targeted solutions
	Deadline for phase 1 interim milestone(s)/interim deliverable(s)
	Visit(s) of the phase 1 supervisor/monitoring team to the contractors' premises to check completion of milestone(s)/interim deliverable(s)
	Feedback from phase 1 supervisor/monitoring team on phase 1 interim milestone(s)/interim deliverable(s)
	Interim payments (if applicable)
	Deadline for phase 1 final milestone(s)/final report/deliverable(s)
	Assessment of phase 1 final milestone(s)/final report/deliverable(s)
	Phase 1 contractors notified as to whether they have completed this phase satisfactorily and successfully
	End of phase 1
	Summary of the results and conclusions achieved by each contractor during the phase sent to EU (template*)
	Payment of balance for phase 1 to contractors that completed this phase satisfactorily
	<u>Second tender procedure (call-off for phase 2)</u>
	Launch call-off for phase 2 (only offers from contractors that successfully completed phase 1 are eligible)
	Deadline for submitting questions on phase 2 call-off documents
	Deadline for lead procurer to circulate replies to questions to phase 2 tenderers
	Deadline for submitting phase 2 offers
	Opening of phase 2 offers
	Contractors notified of decision on awarding phase 2 contracts
	Signing of phase 2 specific contracts
	<u>Implementation phase 2</u>
	Start of phase 2

	Names of winning phase 2 contractors and their project abstracts to be sent to EU (template*) and published on [insert acronym] PCP project website
	Visit of phase 2 contractors to the premises(s) of the procurer(s), where applicable
	Deadline for phase 2 interim milestone(s)/deliverable(s)
	Visit(s) of the phase 2 supervisor/monitoring team to the contractors' premises to check completion of interim milestone(s)/deliverable(s)
	Feedback from phase 2 supervisor/monitoring team on phase 2 interim milestone(s)/deliverable(s)
	Interim payments (if applicable)
	Lab testing of the prototype developed during phase 2
	Feedback from phase 2 supervisor/monitoring team on lab testing of the prototype
	Deadline for submission of phase 2 final milestone(s)/final report /deliverable(s)
	Demonstration of prototype for the EU technical review of phase 2
	Assessment of phase 2 final milestone(s)/final report/deliverable(s)
	Phase 2 contractors notified as to whether they have completed this phase satisfactorily and successfully
	End of phase 2
	Summary of the results and conclusions achieved by each contractor during the phase sent to EU (template*)
	Payment of balance for phase 2 to contractors that completed this phase satisfactorily
	<u>[Third tender procedure (call-off for phase 3)]</u>
	Launch call-off for phase 3 (only offers from contractors that successfully completed phase 2 are eligible)
	Deadline for submitting questions about phase 3 call-off documents
	Deadline for lead procurer to circulate replies to questions to phase 3 tenderers
	Deadline for submitting phase 3 offers
	Opening of phase 3 offers
	Contractors notified of decision to award phase 3 contracts
	Signing of phase 3 specific contracts
	<u>Implementation phase 3</u>
	Start of phase 3
	Names of winning phase 3 contractors and their project abstracts to be sent to EU (template*) and published on [insert acronym] PCP project website

	Visit of phase 3 contractors to premises(s) of procurer(s), where applicable
	Deadline for phase 3 interim milestone(s)/deliverable(s)
	Visit(s) of the phase 3 /monitoring team to the contractors' premises to check completion of phase 3 interim milestone(s)/deliverable(s)
	Feedback from phase 3 monitoring supervisor/monitoring team on phase 3 interim milestone(s)/deliverable(s)
	Interim payments (if applicable)
	Field-testing of products/services developed during phase 3
	Feedback from phase 3 supervisor/monitoring team on field-testing of the products/services
	Deadline for submission of phase 3 final milestone(s)/final report/ deliverable(s)
	Final demonstration of products/services developed during phase 3 (including to EU representatives)
	Assessment of phase 3 final milestone(s)/final report/deliverable(s)
	Phase 3 contractors notified as to whether they have completed this phase satisfactorily and successfully
	End of phase 3]
	Summary of the results and conclusions achieved by each contractor during the PCP sent to EU for publication purposes (template*).
	Payment of balance for phase 3 to contractors that completed this phase satisfactorily

2.7 IPR

Ownership of results (foreground)

Each contractor will keep ownership of the IPRs attached to the results they generate during the PCP implementation. The tendered price is expected to take this into account.

The ownership of the IPRs will be subject to the following:

- the buyers group has the right to:
 - access results, on a royalty-free basis, for their own use
 - grant (or to require the contractors to grant) non-exclusive licences to third parties to exploit the results under fair and reasonable conditions (without the right to sub-license)
- the buyers group has the right to require the contractors to transfer ownership of the IPRs if the contractors fail to comply with their obligations, notably concerning the protection or exploitation of the results or to protect public interests (including security interests).

For PCPs with control restrictions due to strategic interests in the HE call conditions, use the following option:*[additional OPTION for PCPs with control restrictions due to strategic interests: The contractors must ensure that the results are not subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 of this request for tenders – unless otherwise agreed with the granting authority.]*

Commercial exploitation of results

[The market potential of the results is estimated at [insert available figures for the expected size and type of the potential total market size, i.e. beyond the PCP procurers].]

The contractors are expected to start commercial exploitation of the results at the latest [insert number of years (minimum of four years after the end of the Horizon Europe grant)] years after the end of the framework agreement.

Provide information about:

- whether contractors are required to undertake specific activities beyond product development to commercially exploit the results, e.g. *certification of solutions or contribution to standardisation*
- activities that the procurers themselves plan to undertake to help remove barriers to the introduction onto the market of the solutions to be developed during the PCP (e.g. *promotion of R&D results among other public procurers, contribution made by the demand side to regulation, standardisation, and certification*).

The feasibility of the business plan to commercially exploit the R&D results will be assessed as part of the award criteria.

Specify if the PCP is subject to exploitation restrictions/additional exploitation obligations under the HE call conditions of your grant, e.g.:

[OPTION if there are participation and/or control restrictions in the HE call conditions: The contractors may not transfer ownership of their results or grant licences to third parties which are established in countries which are not [include the list of eligible countries set out in the HE call conditions] (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the contracting authority who will request prior approval from the granting authority that is co-financing the PCP.]

[OPTION if there are additional obligations related to standardisation in the HE call conditions: The contractors must promote the dissemination of their results, in particular through [publications and] contribution to standardisation. The contractors and the contracting authority will establish at the start of the framework agreement a list of [planned publications about the results and] appropriate standards to contribute to, and will keep this list updated throughout the framework agreement. The contractors must — up to four years after the end of the PCP — inform the contracting authority, who will inform in its turn the granting authority that is co-financing the PCP, if the results could reasonably be expected to contribute to European or international standards.]

[OPTION if there are additional obligations in case of a public emergency in the HE call conditions: In case of a public emergency, the contractors must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions.]

Where the HE call conditions impose additional exploitation obligations, add them here.

[OPTION if there is a right of first refusal for the buyers group: The contractors may not transfer ownership or the results or give exclusive licenses, if this would conflict with the right of first refusal for the buyers group to buy the results. [explain further what is the exact procedure for the buyers group to invoke the right of first refusal, unless already explained in framework agreement].]

For more information, see section XXX in the framework agreement that describes in more detail the rights and obligations regarding exploitation of results.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific control restrictions and/or exploitation obligations*). If yes, they prevail and must be applied. If no, the IPR conditions should only use such restrictions if the buyers group has justified reasons to do so and in agreement with the granting authority.

Declaration of pre-existing rights (background and sideground)

The ownership of pre-existing rights will remain unchanged.

In order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom):

- tenderers are requested to elaborate the proposed list of pre-existing rights that they wish to use for their proposed solution in their offers
- procurers and contractors will establish an agreed list of pre-existing rights to be used, before the start of the Framework Agreement and this list will be updated at the start of each specific contract.

Depending on the regime for (specific) background, you can add specific conditions: *[OPTION 1 if there is NO relevant background held by lead procurer, buyers group and third parties providing in-kind contributions: The procurers [and third parties providing in-kind contributions to the PCP] do not hold any pre-existing rights relevant to the PCP contracts.] [OPTION 2 if NO relevant background is held by lead procurer, buyers group or third parties providing in-kind contributions: The procurers [and third parties providing in-kind contributions to the PCP] hold the following pre-existing rights relevant to the PCP contracts: [list all pre-existing rights that tenderers should be aware about to prepare their offer — and specify those that are available for use and those that must be used to build upon for carrying out the R&D for the PCP].]*


For PCPs with control restrictions due to strategic interests in the HE call conditions, add the following option: *[additional OPTION for PCPs with control restrictions due to strategic interests: The contractors must ensure that background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from the list of pre-existing rights agreed between the contractors and the contracting authority that will be used for the PCP — unless otherwise agreed with the contracting authority.]*

Note that impact the exploitation of results should be understood as making the exploitation of the results subject to control or restrictions, for example if exploitation would require the agreement of the entity owning the background. If such background needs to be used this must be agreed with the granting authority.

Regarding the rights to use for the background, choose option 1 or 2, as applicable: *[OPTION 1 for PCPs in which procurers do not buy resulting prototypes/first products/services: The members of the buyers group receive rights to use the background rights related to the developed solution for free during and for the purpose of the PCP. They are not buying developed prototypes or first products/services as part of this PCP. However, they will receive rights to use the background rights related to the developed solution after the PCP at fair and reasonable conditions, the price for which will be established if and when the procurers conduct after the PCP a follow-up procurement to buy developed solutions or first prototypes.] [OPTION 2 for PCPs in which procurers buy resulting prototypes/first products/services: The members of the buyers group receive rights to use the background rights related to the developed solution for free during and for the purpose of the PCP. They will be buying [specify whether it is 'developed prototypes' or 'first products'] as part of this PCP and therefore also receive rights to use the background rights related to the developed solution for a duration of [specify the duration for which the procurer want to keep using the PCP solution and the associated background rights after the PCP] after the PCP. This to be taken into account in your financial offer for the PCP.]*

Ensure that entities which are under the same control as the procurers in the buyers group also have the same access to background: Rights to use the background related to the developed solution must be granted under the same conditions as above also to entities that are under the direct or indirect control of procurers of the buyers group, or under the same direct or indirect control as procurers of the buyers group, or directly or indirectly controlling procurers of the buyers group *[OPTION for PCPs with control restrictions in the HE call conditions: , subject to applicable control restrictions].*

The framework agreement will contain a provision that describes in more detail the rights and obligations of the different parties regarding the pre-existing rights and results.

 Note that the background meant here is not the same background as in the Horizon Europe grant agreement (here it relates to the procurement; there it relates to the grant agreement).

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific control restrictions on background*). If yes, they prevail and must be applied. If no, the conditions on background should only use similar restrictions if the buyers group has justified reasons to do so and in agreement with the granting authority.

3. Evaluation of tenders

3.1 Eligible tenderers, joint tenders and subcontracting

Eligibility of tenderers

Explain whether the call for tenders is open to all types of operators (companies or other type of legal entities) or whether there are any eligibility restrictions:

[OPTION 1 by default (no restrictions): Participation in the tendering procedure is open on equal terms to all types of operators **[OPTION for PCPs for which the open market consultation has shown that there are sufficient potential interested bidders in the EU Member States and HE associated countries:** that are established in EU Member States or Horizon Europe associated countries³³ **[OPTION for PCPs for which the open market consultation has shown that there are NOT sufficient potential interested bidders in the EU Member States and HE associated countries:** that are established in [add WTO GPA signatory countries and other third countries if needed to obtain sufficient amount of offers]] on equal terms, regardless of the size, geographic location or governance structure].]

[OPTION 2 if there are participation and/or control restrictions in the HE call conditions: Participation in this call for tenders is open only to interested operators established in [and controlled from] [add the list of countries to which participation and/or control is restricted].

If there are control restrictions, explain further what 'control' means and what type of evidence tenderers must provide in order to enable the contracting authority to assess control: 'Control' is defined as the possibility to exercise decisive influence on the operator, directly or indirectly, through one or more intermediate entities, 'de jure' or 'de facto'. Each tenderer must complete Annex [xxx] Declaration of ownership and control to indicate its country of establishment and its country/ies of control and must present the supporting evidence normally acceptable under the law of that/those country/ies as requested in Annex [xxx]. In addition, such a declaration (and supporting evidence) must be submitted for each subcontractor, expert and other entities on whose capacity the tender relies). Additional evidence may be requested by the contracting authority after the submission deadline.

Please note that in case of participation and/or control restrictions, the contractors will have to ensure that the participation and/or control requirements are extended to their subcontractors, affiliated entities and other third parties (including suppliers of components used for the innovative solution) and that any cooperation with nationals of third countries that are not eligible countries or that are controlled by such a country and/or by a national of such a country does not affect the strategic assets, interests, autonomy or security of the EU and its Member States and avoids potential negative effects over security of supply of inputs that are critical to the procurement.]

Please also note that participation in the PCP contract is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)³⁴ — in any capacity (not as main contractor, member of a grouping/consortium, subcontractors, experts or any other type of entity on whose capacity the tender relies or other third parties that are cooperated with). In addition, the contractors must ensure that none of the contracted services are performed in countries nor by entities that are subject to EU restrictive measures (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such EU restrictive measures. In order to ensure that the EU restrictive measures are respected throughout the supply chain that will be involved in delivering the contract results, the contractors must ensure that these obligations also apply to their subcontractors, affiliated entities and other third parties (including suppliers of components used for the innovative solution) they cooperate with

³³ [List of Horizon Europe participating countries.](#)

³⁴ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

in the research, development, testing and subsequent commercialisation of the results, as well as to any entities succeeding them in their ownership or development of the results.

The Horizon Europe eligible countries are explained in the List of Horizon Europe participating countries. Keep in mind the special situation of some countries:

- United Kingdom — The UK is no longer an EU Member State and (currently) it is also not a Horizon Europe associated country. The UK has signed the WTO GPA, however the WTO GPA does not apply to PCP procurements. Therefore, as long as there is no Horizon Europe association agreement with the UK that has legal effect (either through provisional application or its entry into force), the UK is to be considered just like any other non-associated third country. Following the recent agreement between the UK and the EU, this will still be the case for all calls under the 2023 work programme. It is expected that the UK will be able to fully participate as from calls that are launched under the 2024 HE Work Programme until the end of Horizon Europe in 2027.
- Ukraine — There is a Horizon Europe association agreement with Ukraine that has legal effect.
- Russia and Belarus — Given the illegal invasion of Ukraine by Russia and the involvement of Belarus, participation of Russian and Belarus entities in EU funded projects is very limited. For EU calls with submission deadline 10 May 2022 (or later), Russian and Belarus economic operators cannot participate in any capacity in Horizon Europe funded PCPs. Exceptions may only be granted on a case-by-case basis for justified reasons (*e.g. for projects with humanitarian purposes*) in agreement with the granting authority.³⁵ For EU calls with submission deadline before, the restrictions were only for Russian and Belarussian operators targeted by EU restrictive measures (i.e. listed persons subject to an asset freeze, public bodies and public-controlled organisations, e.g. state-owned private entities and entities that fall under one of the sector-specific restrictive measures (*e.g. aviation and space industry, dual use technology*)).

For example, take the case of a Swiss company that is interested to apply for a security related PCP that is restricted to economic operators established in and controlled from the EU Member States. Switzerland is not an EU Member State. Can the Swiss entity still participate in the procurement? No, as it does not meet the 'established in the EU' requirement, it cannot participate in the procurement in any way (not as sole tenderer, nor as member of a group in case of a joint tender, nor as subcontractor, nor as other entity on whose capacity is being relied). Only entities that meet both the 'established in EU' and 'controlled from EU' requirements can participate:

- Operators established in Switzerland and controlled from Switzerland do not meet either the established in EU or the controlled from EU requirement.
- Operators established in Switzerland but controlled from EU countries meet the controlled from EU requirement but not the established in EU requirement.
- Operators established in EU countries but controlled from Switzerland meet the established in EU but not the controlled from EU requirement.

Another example, can a Belgian company that has a department in Switzerland participate in the procurement? Only if the Belgian company is not controlled from outside the EU Member States and if the department in Switzerland does not participate in the procurement in any way (the Swiss department can not participate as lead tenderer, nor as group member in case of a joint tender, nor as subcontractor, nor as other entity on whose capacity is being relied).

Check carefully if the call conditions for your HE grant restrict participation and/or control of economic operators that can participate. If yes, they prevail and must be applied. If no, and it is not absolutely needed for security reasons, then the PCP call for tenders MUST be open at least to operators from all EU Member States and all Horizon Europe associated countries. In case of doubt, check the degree of openness of your call for tenders with the granting authority.

³⁵ For more info, see [FAQ explaining the impact of Ukraine related sanctions on Horizon Europe funded projects.](#)

Tenders submitted in collaboration with others

Tenders may be submitted by a single entity or in collaboration with others. The latter can involve either submitting a joint tender or subcontracting, or a combination of the 2 approaches.

For joint tenders:

- explain that the group of tenderers must assume joint and several liability for the performance of the contract
- require that the group of tenderers must mandate one of them with the power to sign the framework agreement and specific contracts provide in their name and on their behalf ('lead contractor')

For subcontracting:

- specify if there are restrictions on the allowed amount(s) that can be subcontracted
- indicate the provisions of national law that apply to subcontracting
- explain that the tender must mention which parts of the contract will be subcontracted
- specify that the contractors remain fully liable to the procurers for the performance of the contract (and that this is the reason why also the subcontracts must reflect the rules of the Horizon Europe grant, including as relates to the place of performance, the definition of R&D services, confidentiality, results and IPRs, the visibility of EU funding, conflicts of interest, language, obligation to provide information and keep records, audits and checks by the EU, the processing of personal data, liability for damages as well as environmental, ethics and security requirements).

Other

Prior participation in the open market consultation is not a pre-condition for submitting a tender.

However, for phase 2 [and 3], participation is limited to tenderers that successfully completed the preceding phase.

3.2 Exclusion criteria

List the exclusion criteria and the evidence to be provided that will be used for the evaluation of the tender.

The exclusion criteria are as follows:

Exclusion criteria	Evidence
Include conflict of interest and all mandatory (and if applicable, optional) exclusion criteria according to national law.	Specify the required evidence for each criterion.
'B) ...	

 Tenderers that do not comply with these criteria will be excluded.

Explain each exclusion criterion in more detail:


A) Conflict of interest

Tenderers that are subject to a conflict of interest may be excluded. If there is a potential conflict of interest, tenderers must immediately notify the lead procurer in writing.

A conflict of interest covers both personal and professional conflicts.

Personal conflicts are any situation where the impartial and objective evaluation of tenders and/or implementation of the contract is compromised for reasons relating to economic interests, political or national affinity, family, personal life (*e.g. family of emotional ties*) or any other shared interest.

Professional conflicts are any situation in which the contractor’s (previous or ongoing) professional activities affect the impartial and objective evaluation of tenders and/or implementation of the contract.

 If an actual or potential conflict of interest arises at a later stage (*i.e. during the implementation of the contract*), the contractor concerned must contact the lead procurer, who is required to notify the EU and to take steps to rectify the situation. The EU may verify the measures taken and require additional information to be provided and/or further measures to be taken.


B) ...

3.3 Selection criteria

List the selection criteria and the evidence to be provided.

The selection criteria are as follows:

Selection criteria	Evidence
A) Ability to perform R&D up to original development of the first products or services and to commercially exploit the results of the PCP, including intangible results in particular IPRs	A) Description of the capacity, materials and equipment that are available to the tenderer for research, prototyping and limited production and supply of the first set of products or services Description of the financial and organisational structures that are available to the tenderer for management, exploitation and transfer of IPRs and for generating revenue by marketing commercial applications of the results
B) ...	

 Tenderers that do not comply with these criteria will be excluded.

Explain each selection criterion in more detail:

A) Ability to perform R&D up to original development of the first products or services and to commercially exploit the results of the PCP, including intangible results in particular IPRs


C) Tenderers must have:

- the capacity, tools, material and equipment to:
 - carry out research and lab prototyping
 - produce and supply a limited set of first products or services and demonstrate that these products or services are suitable for production or supply in quantity and to quality standards defined by the procurers
- the financial and organisational structures to
 - manage, exploit and transfer or sell the results of the PCP (including tangible and intangible results, such as new product designs and IPRs)

- generate revenue by marketing commercial applications of the results (directly or through subcontractors or licensees).

B) ...

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

 Avoid selection criteria that are based on disproportionate qualification and financial guarantee requirements (e.g. with regard to references from past customers, references for professional or technical qualifications and minimum turnover). Instead, use the business plan as one of the award criteria for deciding whether to award a contract (i.e. by requiring tenderers to show that they are able, during the PCP, to gradually build up sufficient financial capacity to successfully market their results).

3.4 Award criteria

There are 2 types of award criteria (on/off criteria and weighted criteria).

On/off award criteria

Explain that these are criteria that can only have value 0 or 1 and the score of the other award criteria must be multiplied by this value (so that the total score becomes 0 if a tender scores 0 on an on-off award criterion).

List the on/off criteria and the evidence to be provided. Explain that the offers for each phase will be evaluated against these criteria.

Tenders must comply with the following on/off award criteria:

On/off award criteria	Evidence
A) Compliance with the definition of R&D services	A)
B) Compatibility with other public financing	
C) Compliance with the requirements regarding the place of performance of the contract	
D) Compliance with ethics requirements	
E) Compliance with security requirements	
Additional on/off award criteria for the call-off for phase 2	Evidence
X) ...	
Additional on/off award criteria for the call-off for phase 3	Evidence
X) ...	

 Tenders that do not comply with these criteria will be excluded.

Explain each on/off criterion in more detail:

A) Compliance with the definition of R&D services

Tenders that go beyond the provision of R&D services will be excluded.


R&D covers fundamental research, industrial research and experimental development, as per the definition given in the [EU R&D&I state aid framework](#)³⁶. It may include exploration and design of solutions and prototyping up to the original development of a limited volume of first products or services in the form of a test series. Original development of a first product or service may include limited production or supply in order to incorporate the results of field-testing and to demonstrate that the product or service is suitable for production or supply in quantity to acceptable quality standards.³⁷ R&D does not include quantity production or supply to establish commercial viability or to recover R&D costs. It also excludes commercial development activities such as incremental adaptations or routine or periodic changes to existing products, services, production lines, processes or other operations in progress, even if such changes may constitute improvements. The purchase of commercial volumes of products or services is not permitted.

The definition of services means that the value of the total amount of products covered by the contract must be less than 50 % of the total value of the PCP framework agreement.

Specify the evidence to be provided to demonstrate compliance with this criterion.

The following evidence is required:

- the financial part of the offer for the framework agreement must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement
- the financial part of the offer for each phase must give a breakdown of the price for that phase in terms of units and unit prices for every type of item in the contract, distinguishing clearly the units and unit prices for items that concern products
- the offers for all PCP phases may include only items needed to address the challenge in question and to deliver the R&D services described in the request for tenders
- the offers for all PCP phases must offer services matching the R&D definition above
- the total value of products offered in phase 1/[/phase 2] must be less than 50 % of the value of the phase 1/[/phase 2] contract and the total value of products offered in the last phase must be so that the total value of products offered in all phases is less than 50% of the total value of the PCP framework agreement.
- ...

 Both percentages for the product value inside phase 1 and phase 2 must be set at less than 50% to ensure that tenders that do not go through to phase 2 or 3 still satisfy the definition of an R&D services contract.

B) Compatibility with other public financing

Tenders that receive public funding from other sources will be excluded, if this leads to double public financing or an accumulation of different types of public financing that is not permitted by EU legislation, including EU state aid rules.

Specify the evidence to be provided to demonstrate compliance with this criterion. Require for example a declaration of honour for absence of other incompatible public financing.

C) Compliance with requirements relating to the place of performance of the contract

Tenders will be excluded if they do not meet the following requirements relating to the place of performance of the contract:

³⁶ See Point 15 of the [Commission Communication on a framework for state aid for research and development and innovation](#) (C(2014) 3282).

³⁷ See Article XV(1)(e) [WTO GPA 1994](#) and the Article XIII(1)(f) of the [revised WTO GPA 2014](#).

- at least [add percentage chosen by the buyers group/imposed by the HE call conditions – minimum 50%] of the total value of activities covered by each specific contract for PCP phase 1 [and 2] must be performed in the EU Member States or in Horizon Europe associated countries³⁸. The principal R&D staff working on each specific contract must be located in the EU Member States or Horizon Europe associated countries.
- at least [add percentage chosen by the buyers group/imposed by the HE call conditions – minimum 50%] of the total value of activities covered by the framework agreement (i.e. the total value of the activities covered by all phases) must be performed in the EU Member States or Horizon Europe associated countries. The principal R&D staff working on the PCP must be located in the EU Member States or Horizon Europe associated countries.

All activities covered by the contract are included in the calculation (i.e. all R&D and operational activities that are needed to perform the R&D services, e.g. *research, development, testing and certifying solutions*). This includes all activities performed under the contract by contractors and, if applicable, their subcontractors.

The principal R&D staff are the main researchers, developers and testers responsible for leading the R&D activities covered by the contract.

For PCPs that involve security-related R&D, add the following additional place of performance requirement, which applies specifically to the work on the security components of the solution: [OPTION for PCPs that involve security-related R&D: Moreover, at least [insert the percentage chosen by the buyers group/imposed by the HE call conditions for this PCP; if there are sufficient R&D providers able to do the work in Europe, it is typically set at 100% for security reasons]% of the contracted R&D services on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

For PCPs with participation and/or control restrictions due to security in the HE call conditions, use the following option: [OPTION if there are participation and/or control restrictions: The contractors must in addition ensure that the performance of the contract takes place in [add the list of countries to which participation and/or control is restricted] – unless otherwise approved by the granting authority.]

Specify the evidence to be provided to demonstrate compliance with this criterion:

The following evidence is required:

- the financial part of the offer must provide binding unit prices for all foreseeable items for the duration of the whole framework agreement and give a breakdown of the price for the current phase in terms of units and unit prices (hours and unit price per hour), for every type of item in the contract (e.g. *junior and senior researchers*)
- a list of staff working on the specific contract (including for subcontractors), indicating clearly their role in performing the contract (i.e. their personnel profile, whether they are principal R&D staff or not, [OPTION for PCPs that involve security related R&D: whether they are working on security components or not]) and the location (country) where they will carry out their tasks under the contract
- a confirmation or declaration of honour that, where certain activities forming part of the contract are subcontracted, subcontractors will be required to comply with the place of performance obligation to ensure that the minimum percentage of the total amount of activities that has to be performed in the EU Member States or HE associated countries is respected
- ...

³⁸ [List of Horizon Europe participating countries.](#)

⚠ Both percentages for phase 1 [and phase 2] must be set at the minimum percentage to ensure that tenders that do not go through to phase 2 [or phase 3] still satisfy the place of performance requirement.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific minimum percentages for the place of performance requirement, or specific restrictions on the countries in which the R&D and/or the testing must be performed*). If yes, they prevail and must be applied. If no, the place of performance conditions should not be restricted further than 'the EU Member States of Horizon Europe associated countries' unless the buyers group has justified security reasons to do so and in agreement with the granting authority.

D) Ethics and research integrity

Tenders will be excluded if they:

- do not comply with the following rules:
 - ethical principles (including the highest standards of research integrity, notably as set out in the [European Code of Conduct for Research Integrity](#)³⁹, and, in particular, avoiding fabrication, falsification, plagiarism and other research misconduct)
 - applicable international, EU and national law
- include plans to carry out activities in a country outside the EU if they are prohibited in all Member States or plans to destroy human embryos
- include activities whose aim is to:
 - carry out human cloning for reproductive purposes
 - modify the genetic heritage of human beings in such a way as could make such changes heritable (with the exception of research relating to cancer treatment of the gonads)
 - create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer
- include activities that do not focus exclusively on civil applications
- *[OPTION if the HE grant agreement contains ethics requirements that affect the PCP contracts: do not comply with the following ethics requirements:*
 - *[insert the ethics deliverables from Annex 1 to the EU grant agreement]].*

If the tender involves activities that raise ethical issues, the tenderer must submit an ethics self-assessment that:

- describes how the tender meets the legal and ethical requirements of the country or countries where the tasks raising ethical issues are to be carried out
- explains in detail how the tenderer intends to address the ethical issues identified, in particular as regards:
 - objectives (e.g. *dealing with vulnerable populations and dual-use goods*⁴⁰, ensuring that *development, deployment and/or use of AI is ethical, robust, safe and lawful*)
 - methodology (e.g. *involvement of children and related consent procedure and protection of data collected, ensuring human oversight and transparency of AI*)

³⁹ The [European Code of Conduct for Research Integrity](#) of ALLEA (All European Academies).

⁴⁰ See Article 2(1) EU Export Control Regulation No [428/2009](#).

- the potential impact (*e.g. issues relating to the dual use of goods, environmental damage, stigmatisation of particular social groups, political or financial retaliation, benefit-sharing and malevolent use of results, trustworthy AI systems*).

If the tender involves development, deployment and/or use of artificial intelligence (AI)-based techniques, the self-assessment must address the ethics issues related to the involvement of AI in order to ensure that this is done in a way that is ethical, robust, safe and lawful.

① For information on ethics issues, see the guidance for EU grant beneficiaries [How to complete your ethics self-assessment](#).

Call-offs for phases 2 [and 3] may request that this information be updated in the offers submitted for these phases.

Before starting the particular task that raises ethical issues, contractors must provide a copy of:

- any ethics committee opinion required under national law; and
- any notification or authorisation for activities raising ethical issues required under national law.

The framework agreement will contain a provision on ethics.

E) Security

Tenders will be excluded if they do not:

- comply with:
 - EU, national and international law on dual-use goods or dangerous materials and substances
 - *[OPTION if the HE grant agreement provides for a security classification that affects the PCP contracts: the security aspect letter (SAL) annexed to the Horizon Europe grant agreement and Decision No 2015/444⁴¹]*
 - *[OPTION if the HE grant agreement contains security recommendations that affect the PCP contracts: the following security recommendations:*
 - [insert the security recommendations from Annex 1 to the Horizon Europe grant agreement].]

Tenders themselves must not contain any classified information.

If the output of activities or results proposed in the tender raise security issues or uses EU-classified information, the tenderer must show that these issues are being handled correctly. In such a case, tenderers are required to ensure and to provide evidence of the adequate clearance of all relevant facilities. They must examine any issues (*such as those relating to access to classified information or export or transfer control*) with the national authorities before submitting their offer. Tenders must include a draft security classification guide (SCG), indicating the expected levels of security classification. If necessary for the tender procedure or for performing the contract itself, contractors will be requested to ensure appropriate security clearance for third parties (*e.g. for personnel*).

① For information on security, see the guidance for EU grant beneficiaries: [Guidelines on the classification of information in Horizon Europe projects](#) and [Guidance on how to handle security-sensitive projects](#).

Call-offs for phases 2 [and 3] may request that this security information be updated in the offers submitted for that phase.

⁴¹ Commission [Decision 2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU classified information.

Before starting the particular task that raises security issues, contractors must provide a copy of any export or transfer licences required under EU, national or international law.

The framework agreement and/or the specific contracts will contain a provision on security.

F)...

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

Weighted award criteria

Specify the award criteria (and sub-criteria, where applicable), weightings and thresholds for each of the PCP phases:

Weighted award criteria (table for 3 phases)	Maximum points	Thresholds	Weighting
Phase 1: Solution design			
Technical quality criteria			
A) [insert technical quality criterion 1]			
B) [insert technical quality criterion 2]			
X) [insert technical quality criterion x = environmental impact of the proposed project activities and the subsequent solution commercialisation]			
Y) [insert technical quality criterion y = digitalisation]			
...			
Total technical quality criteria			
Price			
Phase 2: Prototype development and lab testing			
Technical quality criteria			
A) [insert technical quality criterion 1]			
B) [insert technical quality criterion 2]			
X) [insert technical quality criterion x = environmental impact of the proposed project activities and the subsequent solution commercialisation]			

Y) [insert technical quality criterion y = digitalisation]			
...			
Total technical quality criteria			
Price			
Phase [3]: First product/service development & field testing			
Technical quality criteria			
A) [insert technical quality criterion 1]			
B) [insert technical quality criterion 2]			
X) [insert technical quality criterion x = environmental impact of the proposed project activities and the subsequent solution commercialisation]			
Y) [insert technical quality criterion y = digitalisation]			
...			
Total technical quality criteria			
Price			

Explain each weighted award criterion in more detail:

A) ...

B)...

X) Environmental impact of the proposed PCP project activities and subsequent solution commercialisation

Do no significant harm principle

Horizon Europe funded PCPs must be compliant with the 'do no significant harm' principle⁴² (mandatory minimum requirement):

Explain how your tender ensures compliance with the 'do no significant harm' principle as per Article 17 of the EU Taxonomy Regulation (EU) No [2020/852](#)⁴³, i.e. is designed in a way that it is not

⁴² [Guidance on the application of the do no significant harm principle in Horizon Europe.](#)

⁴³ Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 (OJ L 198, 22.6.2020, p. 13).

significantly harming any of the six following environmental objectives of the EU Taxonomy Regulation:

- climate change mitigation
- climate change adaptation
- the sustainable use and protection of water and marine resources
- the transition to a circular economy
- pollution prevention and control and
- the protection and restoration of biodiversity and ecosystems.

Compliance means that the proposed activities must not support or carry out activities that do significant harm to any of the six above objectives. This needs to be assessed both for the activities that are proposed to be carried out during the course of the PCP contract (for the R&D activities and for complementary activities such as project management, travel, etc) as well as for the expected lifecycle impact of the innovative solution at a subsequent commercialization stage.


Compliance of the tender's project methodology with this principle has several benefits. Not only will it enable to ensure that the newly developed innovative solution contributes to protecting the environment. It will also help to improve your position on the financial market, increasing your chances to obtain financial investments for your business, including in particular for further development and commercialisation of the innovative solution developed during the PCP. The EU Taxonomy Regulation provides uniform criteria that enable financial investors to determine the degree of environmental sustainability of different economic activities and shift their financial investments towards environmentally sustainable economic activities.

Additional environmental standards

Where possible, PCP procurements should also define additional environmental requirements that go beyond the 'do no significant harm principle' and create positive environmental impacts, in order to contribute to reverse current disastrous trends and/or restore the environment (e.g. decrease GHG emissions and combat climate change, move to a cleaner mix of energy and resource usage, reduce waste, increase circularity, restore precious ecosystems and their biodiversity, improve the air and water quality etc).

Define relevant environmental requirements for the PCP and request tenderers to demonstrate how their approach for both the proposed PCP project activities and the subsequent solution commercialisation will result in a positive environmental impact. Make smart use of Green Public Procurement principles⁴⁴, such as the EU GPP and/or ecodesign criteria, life-cycle costing etc.

Such additional criteria will help to ensure that the PCP is future proof and the resulting solutions will be well-positioned to meet both future legislative trends and growing environmental customer demands by the time they will be commercialised on the market.

 Check carefully whether the call conditions for your HE grant contain additional environmental requirements. If so, make sure to include them in this criterion.

Check also broader environmental legislation in the specific field(s) addressed by the PCP (e.g. transport, energy, construction, etc). Be aware that the European Green Deal⁴⁵ created a wave of new legislative initiatives that have either already or will still come into force over the coming years. Be aware also that there are often even additional national environmental requirements (e.g. several EU countries have already implemented stricter Green Public Procurement action plans, targets and rules than the European ones⁴⁶). Your PCP procurement should comply with those.

Y) Digitalisation

⁴⁴ [More info on Green Public Procurement](#)

⁴⁵ [More info on the state of play of the European Green Deal](#)

⁴⁶ [GPP National action plans](#) of different European countries

Horizon Europe funded PCPs should embrace and take into account the digital transition. The European Digital Decade policy⁴⁷ has set targets for all Member States to reach 100% digitalisation of public services by 2030 and to boost investments in innovative digital solutions to make this happen (e.g. robotics, AI/big data, blockchain, digital twins, virtual/augmented reality and the metaverse, quantum computing, advanced semiconductor solutions, digital design and manufacturing). Modernising both manufacturing processes and resulting products with digital technologies can enable the public sector as early adopter of digitally enabled solutions to provide faster, cheaper and higher quality public services to European citizens.

The first report on the status of the Digital Decade calls on Member States to develop action plans in support of innovation procurement and step up efforts to more than double public procurement investments in developing, testing and deploying innovative digital solutions in order to reach full speed adoption of innovative digital solutions in public services⁴⁸. There is a need for significantly higher investment in all fields of public sector activity, such as health, public administration, transport, security, education and culture, construction, energy, water, and environment. Moreover, a Commission recommendation⁴⁹ has identified 10 technology areas as 'critical' for the EU's economic security, meaning areas that require substantial increased investments in Europe: artificial intelligence, robotics and autonomous systems, advanced semiconductors, advanced connectivity and advanced digital technologies, quantum, advanced sensing, space, and energy and biotechnologies, advanced materials, manufacturing and recycling technologies. Clearly, ICT technologies prominently appear as critical for Europe's economic security. *Therefore, reflect on how you can phrase the technical requirements and the award criteria so that they encourage tenderers to make best use of existing digital technologies and/or to develop and test new digital innovations, in order to deliver the buyers group higher quality and/or lower cost solutions.*

When doing so, keep in mind that for procurements that involve certain digital technologies there are either Horizon Europe requirements and/or other relevant EU legislation/EU initiatives that need to be taken into account in the specification of your technical requirements:

Artificial intelligence

Artificial Intelligence can bring enormous benefits to improve the efficiency and effectiveness of public sector processes with intelligent data analysis.

In case the procurement involves artificial intelligence, make sure to follow the [Guidance on Ethics by design and Ethics of use approaches for AI](#)⁶⁴ to ensure that the AI is trustworthy, i.e. lawful, ethical and technically robust.

Foresee at least the following minimum criteria: Due diligence is required regarding the trustworthiness of all artificial intelligence-based systems or techniques. AI-based systems or techniques must be developed in a safe, secure and responsible manner, with a clear identification of and preventative approach to risks. To a degree matching the type of risk that the AI application presents⁵⁰, AI-based systems or techniques should be, or be developed to become (implicitly or explicitly contributing to one or several of the following objectives):

- technically robust, accurate and reproducible, and able to deal with and inform about possible failures, inaccuracies and errors, proportionate to the assessed risk posed by the AI-based system or technique
- socially robust, in that they duly consider the context and environment in which they operate
- reliable and to function as intended, minimising unintentional and unexpected harm, preventing unacceptable harm and safeguarding the physical and mental integrity of humans

⁴⁷ <https://digital-strategy.ec.europa.eu/en/policies/europes-digital-decade>

⁴⁸ <https://digital-strategy.ec.europa.eu/en/library/2023-report-state-digital-decade>

⁴⁹ Recommendation and Annex respectively: https://defence-industry-space.ec.europa.eu/system/files/2023-10/C_2023_6689_1_EN_ACT_part1_v8.pdf and https://defence-industry-space.ec.europa.eu/system/files/2023-10/C_2023_6689_1_EN_annexe_acte_autonome_part1_v9.pdf

⁵⁰ See the European AI act for the different risk levels and the corresponding requirements for each level: <https://digital-strategy.ec.europa.eu/en/policies/european-approach-artificial-intelligence>

- able to provide a suitable explanation of its decision-making process, whenever an AI-based system can have a significant impact on people’s lives.

Data handling

Regarding data handling, ensure that your procurement is in line with the EU open data strategy⁵¹.

Using publicly available data in procurements and making more data resulting from procurements publicly available is essential to enable new services and applications across Europe. Therefore ensure that you follow the requirements on open data resulting from Horizon Europe and from the EU directives on open data.

For procurements that involve physical products that include software, ensure compliance with the EU Data Act⁵² and the right to repair that open possibilities for products to be repaired by third parties.

Make use of and contribute also to the new European data spaces wherever possible. The nine initial Common European data spaces are the following:

- an industrial data space — to support the competitiveness and performance of the EU’s industry
- a Green Deal data space — to use the major potential of data in support of the Green Deal priority actions on issues such as climate change, circular economy, pollution, biodiversity, and deforestation
- a mobility data space — to position Europe at the forefront of the development of an intelligent transport system
- a health data space — essential for advances in preventing, detecting and treating diseases as well as for informed, evidence-based decisions to improve the healthcare systems
- a financial data space — to stimulate innovation, market transparency, sustainable finance, as well as access to finance for European businesses and a more integrated market
- an energy data space — to promote a stronger availability and cross-sector sharing of data, in a customer-centric, secure and trustworthy manner
- an agriculture data space — to enhance the sustainability performance and competitiveness of the agricultural sector through the processing and analysis of data
- data spaces for public administrations — to improve transparency and accountability of public spending and spending quality, fighting corruption, both at EU and national level
- a skills data space — to reduce the skills mismatches between the education and training systems and the labour market needs.

Ensure also that your tender requirements are in line with the EU GDPR Regulation⁵³ to ensure correct handling of privacy issues and processing of personal data. Where required by the Regulation, the handling of personal data requires consent from the owner of the data and must be restricted in scope and time duration. Align the text here with the detailed contractual provisions for personal data in the contract(s) (see *Appendix 4, Article XX – Processing of personal data*).

If needed, also other security sensitive project data should be restricted geographically, to trusted geographical locations (e.g. *restriction of locating the servers handling the data in EU countries only*). Align the text here with the detailed contractual provisions for security related data in the contract(s) (see *Appendix 4, Article XX – Security related obligations*).

⁵¹ <https://digital-strategy.ec.europa.eu/en/policies/strategy-data>

⁵² Proposal for a Regulation of the European Parliament and of the Council on harmonised rules on fair access to and use of data ([COM \(2022\)68 final](#)).

⁵³ <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

Cybersecurity

With the digitalisation of public services and an increasing dependence on networks, another key concern is to consider security requirements in the procurement of ICT-based solutions, in order to protect essential services and critical infrastructures. Ensure therefore that your tender requirements are compliant with the EU Network Information Security Directive (NIS), where needed. Be aware that the new NIS directive (NIS II) extends the digital security obligations to a wider group of entities, i.e. in addition to entities that were already covered by NIS I (healthcare, energy, water supply, transport, banking and financial market infrastructure, digital infrastructures and digital services) the following new sectors are targeted under NIS II: public administrations, waste management, food, space, postal/courier services, manufacturing of certain critical products such as pharmaceuticals, chemicals.

Note also that, in order to better protect Europe against cyber-attacks, the EU Cyber Resilience Act⁵⁴ is defining minimum cybersecurity requirements for digital products and the EU has mandated the ENISA Agency to prepare European cybersecurity certification schemes⁵⁵ for ICT products, ICT services and ICT processes — with the goal of establishing (and harmonizing) the cybersecurity compliance of these products, services and processes. Currently, ENISA is developing certification schemes for ICT products, cloud services and mobile networks (in particular, 5G). The resulting certificates will be recognised in all EU Member States.

Blockchain

In case your procurement uses blockchain technology, check if it can make use of the European Blockchain Services Infrastructure (EBSI)⁵⁶. EBSI is a European wide infrastructure (covering all EU Member States, Norway and Liechtenstein) that enables public administrations, and eventually also companies, to provide cross-border blockchain based services across Europe.

Green digital solutions

In case your procurement has a digital elements, check if there are green initiatives in the digital sector in Europe that your tender requirements should align with.


For example, in the context of the EU Green Deal the EU has announced the introduction of Digital Product Passports that will help buyers to verify and follow up the circularity and green claims of the products they buy on the EU market.

The EU has set also objectives to green datacenters, telecommunications and blockchain networks and is strengthening the eco-design criteria and energy labels to reduce the environmental impact of ICT solutions (reducing CO2 emissions, improving energy efficiency, reparability, circularity etc).

The EU is also working together with European Green Digital Coalition to develop methods that can be used by public procurers to measure the net environmental impact of green digital solutions (that can consist of a combination of hardware and software)⁵⁷. This effort is expected to feed into the European Commission's planned activities to define additional green public procurement criteria for the ICT sector.

Should there be any doubt as to any of these criteria, tenderers may be requested to provide additional information.

Additional sub-criteria may be added for the call-offs for phase 2 [and 3], as a way of making the award criteria more precise, provided that they do not substantially change the existing criteria.

 The weighted award criteria must ensure that the procurers get the best value for money. It is therefore not permitted to use either lowest price as the sole criterion, without taking quality into account, or highest quality as the sole criterion, without taking price into account.

⁵⁴ <https://digital-strategy.ec.europa.eu/en/library/cyber-resilience-act>

⁵⁵ <https://www.enisa.europa.eu/topics/certification>

⁵⁶ <https://digital-strategy.ec.europa.eu/en/policies/european-blockchain-services-infrastructure>

⁵⁷ <https://www.greendigitalcoalition.eu/>

Set the technical quality and price award criteria, weightings and thresholds so as to favour the most economically advantageous tenders. Define the thresholds per criterion and the total threshold. Pay particular attention to the weighting given to price. It should be sufficiently high to avoid this criteria being neutralised in the evaluation. For example, a weighting of less than 20 out of 100 for price is too low for it to have a significant effect on the result.

State clearly whether all the award criteria will be evaluated by examining the written tender or whether some award criteria will be evaluated on the basis of hearings with or presentations to the evaluation committee.

3.6 Evaluation procedure: Opening of tenders and evaluation

Opening of tenders

Describe the composition of the opening committee, i.e. the number and type of members, without giving their names.

Specify which points will be checked during the opening of tenders, in particular in relation to compliance with the conditions on the content and format of the offer (*see above*).

State that tenders not complying with the formal requirements will be excluded from the tender evaluation.

Give the date for the opening of the tenders and explain how tenderers can participate.

For phases 2 [and 3], explain any differences in the composition of the opening committee or in the procedure.

Evaluation

Describe the composition of the evaluation committee (and its panels, where applicable), i.e. specify:

- whether the evaluation committee is the same as the opening committee
- the number and type of members, without giving their names
- whether, in addition to the lead procurer and buyers group, there will be independent experts on the committee (*e.g. technical experts on the subject, financial experts for evaluating the commercial viability of the solutions proposed or ethical or security experts*).

The evaluation committee will evaluate the tenders, carrying out the following four steps:

- Step 1 — Checking whether the tenderer is not in one of the situations covered by the exclusion criteria
- Step 2 — For tenderers passing Step 1, assessing whether the tenderer has the capacities necessary to perform the contract, on the basis of the selection criteria
- Step 3 — For tenderers passing Step 2, evaluating the tender based on the on/off award criteria
- Step 4 — For tenders passing Step 3, evaluating the tender based on the weighted award criteria.

Explain the tasks of the chair and the members (and the different panels, where applicable).


Specify which members will be involved in the different steps of the evaluation.

Describe how the committee (and its panels) will work (*e.g. when and how they will meet*), and explain the process to be used for making decisions at each of the different steps (*e.g. decision by unanimity*).

Explain the system for scoring, qualitative appraisal and ranking (*e.g. starting from a first round of individual evaluations and concluding with a final agreed qualitative appraisal; the scoring for each tender and the final ranking list of all tenders agreed by the lead procurer and buyers group*).

Specify the type of feedback tenderers will receive from the evaluation of their tender.

For phases 2 [and 3], explain any differences in the composition of the evaluation committee or in the procedure. Highlight in particular that the evaluation of offers for phase 2 [and 3] has only 2 steps: evaluating the offers based on the on/off and weighted award criteria.

 Keep in mind that, under the HE grant, the buyers group and lead procurer are obliged to evaluate the tenders and offers for the call-offs for phase 2 [and 3] *jointly* and must make a *joint* award decision.

Avoid potential conflicts of interest.

Don't forget that, for each phase and each tender received, the evaluation documents must be submitted as deliverable under the HE grant agreement — at the end of the tender evaluation. These deliverables should include: the final scores awarded, a qualitative appraisal per evaluation criterion, minutes of the evaluation meeting and the final ranking list.

4. Content and format of tenders

4.1 Format

Explain the formal requirements that tenders must meet (including the address for submission of the tender and requirements relating to the presentation of the offer and its packaging).

State that all tenders must:

- contain administrative, technical and financial sections
- indicate their minimum validity period (from submission)
- be signed.

Specify that tenders that do not comply with the formal requirements will automatically be rejected.

Explain that more detailed information about the final layout requirements for the phase 2 [and 3] offers will be provided in the call-off.

4.2 Administrative section

List the information that must be included in this section of the tender (including the documentary evidence necessary to identify the tenderer and to evaluate the tender against the exclusion, selection and on/off award criterion B and — for joint tenders — the mandate for the lead contractor).

For PCPs that impose control restrictions based on the HE call conditions, do not forget to include the Annex [xxx] Declaration of ownership and control.

Mention that the lead procurer may request clarification or additional evidence where there is any doubt.

Explain that more detailed information for the phase 2 [and 3] offers will be provided in the call-offs.

4.3 Technical section

Explain what the technical section of the tender must include:

Tenders must include a technical offer, containing:

- a technical plan that outlines: 1) the tenderer's idea for addressing all the requirements given in the PCP challenge description, relating both to functionality and performance; and 2) technical details of how this would be implemented, including also the proposed approach for complying with the do no significant harm principle [and with the gender dimension (if relevant)]
- a draft business plan that explains the proposed approach to commercially exploit the results of the PCP and to bring a viable product or service onto the market

- a list of the pre-existing rights (background) relevant to the tenderer's proposed solution, in order to allow IPR dependencies to be assessed
- a risk assessment and risk mitigation strategy
- a reply to the question "Does this tender involve ethical issues? (YES/NO)" and if YES, an ethics self-assessment, with explanations how the ethical issues will be addressed
- a reply to the question "Does this tender involve: activities or results that may raise security issues and/or EU-classified information⁵⁸ as background or results? (YES/NO)" and if YES information on how these issues will be addressed
- ...

Tenders failing to meet these requirements will be excluded.

The technical part must provide a *detailed* technical offer for phase 1 (including an explanation of the methodology, a work plan and details of deliverables and milestones), and must specify the plans for and objectives of the subsequent phases 2 [and 3] and beyond (including a plan for commercial exploitation of the results).

Explain how the technical section of the tender should be drafted (possibly by providing a template).

State that the information provided in the technical section of the tender will be used to evaluate the tenders, on the basis of the technical award criteria and the on/off award criteria A, D and E. (Information regarding on/off award criteria B and C is verified through the financial section of the tender.)

Explain that more detailed information for the phase 2 [and 3] offers (in particular on the technical implementation plan, updated business plan and list of IPRs) will be provided in the call-offs.

4.4 Financial section

Explain what the financial section of the tender must include:

The tender must include a detailed financial offer specifying:

- binding unit prices for all items needed for carrying out phase 1 and for items that are expected to be needed for phase 2 [and phase 3] (given in euros, excluding VAT but including any other taxes and duties)
- a fixed total price for phase 1 and an estimated total price for phase 2 [and 3], broken down to show unit prices and the number of each unit needed to carry out phase 1 (given in euros, excluding VAT but including any other taxes and duties).

In addition, the financial section must include:


- a price breakdown that shows the price for R&D services and the price for supplies of products (to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a price breakdown that shows the location or country in which the different categories of activities are to be carried out (*e.g. x hours of senior researchers in country L at y euro/hour; a hours of junior developers in country M at b euro/hour*), which personnel profile corresponds to principle R&D personnel [*OPTION for PCPs that involve security related R&D: and which personnel profile is working on security components*] (to demonstrate compliance with the requirement relating to place of performance in on/off award criterion C)
- the financial compensation valuing the benefits and risks of the allocation of ownership of the IPRs to the contractors (i.e. IPRs generated by the contractors during the PCP), either:
 - [*OPTION 1 if the procurers choose 'ex ante' valuation of the IPRs: by giving an absolute value for the price reduction between the price offered in the tender*]

⁵⁸ See [Decision 2015/444/EC, Euratom](#) on the provisions on security of EU-classified information.

compared to the exclusive development price (i.e. the price that would have been quoted were IPR ownership to be transferred to the procurers)]

- *[OPTION 2 if the procurers choose 'ex post' valuation of the IPRs: by confirming the tenderers' agreement with the chosen royalty scheme specified by the procurers, including the percentage of royalties that contractors will have to pay on sales/profits made from commercial exploitation of the IPRs]*

in order to ensure compliance with the [EU R&D&I state aid framework](#).

 The unit prices quoted for each category of items (e.g. hourly rates for junior and senior researchers, developers and testers) remain binding for all phases (i.e. for the duration of the framework agreement).

Explain how the financial section of the tender should be written.

Explain whether and according to which formula unit prices can be indexed for phase 2 [and 3].

Explain that the financial compensation for allocating IPR ownership to the contractors must reflect the market value of the benefits received (i.e. the opportunity that the IPRs offer for commercial exploitation) and the risks assumed by the contractors (e.g. the cost of maintaining IPRs and bringing the products onto the market). Note that when the value of the risks equals or exceeds the value of the benefits, the financial compensation offered by vendors may be zero.

State that the information provided in the financial section of the tender will be used to evaluate the tenders on the basis of the price award criteria and the on/off award criteria A, B and C. For on/off criterion B, the financial section can contain a self-declaration asking the tenderer to declare compliance of his offer with other public financing sources.

Explain that more detailed information for the phase 2 [and 3] offer will be provided in the call-off. The price for phase 2 [and 3] offers must be based on the binding unit prices in the tender and the price conditions set out in the framework agreement. Where new units/unit prices (e.g. for new tasks or equipment) are subsequently added to the offers for phase 2 [or phase 3], they will become binding for the remaining phases.

Similar price breakdowns will be requested for the call-offs for phase 2 [and 3].

Indicate which VAT regime(s) apply. If all contractors will be paid by the lead procurer (centralised payments), it will be the VAT regime of the lead procurer. If the contractors will be paid by each procurer in the buyers group individually (pro rata to its contribution to the PCP procurement budget; decentralised payments), it will be the VAT regime for each procurer for its share of the payment.

5. Miscellaneous

5.1 Language

All communication (relating to either the tender procedure or the implementation of the contract) must be carried out in English [or [add additional language(s), if any]].

Tenders as well as offers for phase 2 [and 3] call-offs must be submitted in English [and [insert additional language(s), if any]].

Deliverables must be submitted in English [and [insert additional language(s), if any]].

Indicate specific language requirements, if necessary (for example, if certain tasks need to be carried out in cooperation with third parties locally, e.g. for field-testing with end-users who may speak only the local language).

5.2 Tender constitutes binding offer

A signed tender will be considered to constitute a firm, irrevocable, unchangeable and binding offer from the tenderer.


The signature of an authorised representative will be considered as the signature of the tender (and will be binding on the tenderer or, for joint tenders, the group of tenderers).

5.3 Unauthorized communication – Questions

The Q&A from the open market consultation can be found on [indicate the website where the Q&A from the open market consultation phase can be found].

For further questions, you may contact [the lead procurer via email and/or by other means] in English [and any additional languages chosen by the lead procurer and buyers group] until [insert date].

The summary of all questions and answers will be presented in an anonymised Q&A document that will be published on [indicate the website where the Q&A will be uploaded] in English [and any additional languages chosen by the lead procurer and buyers group] (final version planned for [insert date]). For phase 2 and [3], the answers will not be published, but distributed to all contractors that successfully completed the previous phase.

 All other contacts (or attempted contacts) will be considered unauthorised and may lead to the exclusion of your tender.

5.4 Confidentiality

Tenderers must keep confidential any information obtained in the context of the tender procedure (including EU-classified information⁵⁹).

5.5 Contract implementation

Successful tenderers will be requested to sign both a framework agreement for the entire duration of the PCP and specific contracts for each phase (*see the models given in Annexes 1 and 2*).

Monitoring

During each phase, contract implementation will be monitored periodically and reviewed against the expected outcomes (milestones, deliverables and output or results) for the phase.

Each contractor will be assigned a main contact person (their supervisor) from the monitoring team appointed by the procurers.

There will be regular monitoring meetings between contractors and the supervisor/monitoring team.

Explain how often they will take place, how they will be conducted (physical meetings or remote/online meetings), and what they will involve. The contractors could be asked to discuss the results achieved in the preceding period and present their updated work plan; the monitoring team or supervisor could visit the contractors' premises to periodically monitor progress; the contractors could visit the procurer's premises (in particular at the start of a phase to get to know better the operational environment that solutions need to be designed for). Clarify that the contractors must cover their own costs and thus foresee personnel and travel budgets in their offer. In case of PCPs with lots, clarify if and when there will be meetings that involve contractors from the different lots to sort out dependencies between lots and to ensure that building blocks under development in different lots will ultimately work together as expected.

The monitoring team [or supervisor] will provide regular feedback to contractors after meetings or visits.

Explain how and when this will take place and how this will allow contractors to continuously improve the way in which their solutions address the problem set out in the PCP description.

Payments based on satisfactory completion of milestones and deliverables of the phase

Payments corresponding to each PCP phase will be subject to the satisfactory completion of the deliverables and milestones for that phase.

⁵⁹ Commission Decision [2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU-classified information.

Satisfactory completion will be assessed by an assessment committee composed of [describe the composition of the assessment committee, without mentioning their names].

Satisfactory completion will be assessed according to the following requirements:

- if the work corresponding to that milestone/deliverable has been carried out
- if a reasonable minimum quality has been delivered
- if the reports have been submitted on time
- if the monies have been allocated to the planned objectives
- if the monies have been allocated and the work has been carried out according to the on/off award criteria (place of performance, public funding and R&D definition criteria)

and

- if the work has been carried out in compliance with the provisions of the contract (including in particular verification if the contractors have duly protected and managed IPRs generated in the respective phase).

'Reasonable minimum quality' of a report means that:

- the report can be read by somebody who is familiar with the topic, but not an expert
- the report gives insight in the tasks performed in and the results
- the report is made using the end of phase report form or (if applicable) the milestone report form and the requirements of this form have been met
- ...

'Reasonable minimum quality' of a demonstration (for phase 2 [or 3]) means:

- the demonstration can be understood by somebody who is familiar with the topic, but not an expert (for instance, somebody with operational but not technical knowledge)
- the demonstration shows how the innovation works, how it can be used and (if applicable) how it is operated and maintained
- the demonstration is accessible to parties appointed by the procurers, unless these are direct competitors of the contractors
- ...

Satisfactory completion in each of the phases does not mean successful completion. (A PCP could, for instance, be satisfactorily completed even if it concludes that the innovation is not feasible.)

The assessment will consider the efforts made by contractors to take into account the feedback from the supervisor or the monitoring team.

Specify the terms of approval for deliverables (for reports and demonstrations respectively), in particular how many days the contractors have to approve/request modifications/reject deliverables, how many days the contractors have to resubmit deliverables.

Where the assessment committee judges the completion of deliverables or milestones to be unsatisfactory, [explain what happens, in particular the possible consequences in terms of reducing or withdrawing payments for that deliverable and/or terminating the contract].

Invoices must be submitted [to the contracting authority][pro-rata to each member of the buyers group].

In case pro-rata payments are used, add the following option: [OPTION for pro-rata payments: For every payment, the contractors must create [insert a number equal to the number of procurers in the buyers group] invoices which divide the amount according to the following distribution:

- [insert percentage that equals the ratio between the financial contribution of procurer X to the total PCP costs (including the applicable VAT in country X) and the total PCP costs (including VAT)] percent of the payment to be invoiced to [insert name of procurer X]]
- [...] percent of the payment to be invoiced to [insert name of procurer Y]]
- ...

Note that in an example of a buyers group with 3 procurers, each procurer must contribute the same amount (including VAT) to the total PCP costs (i.e. for each payment 3 invoices equal to one third of the total payment amount; one invoice to each of the 3 procurers).]

Contractors' invoices must provide:

- a price breakdown showing the price for R&D services and the price for supplies of products (in order to demonstrate compliance with the definition of R&D in on/off award criterion A)
- a price breakdown showing the location or country in which the different categories of activities were performed (e.g. *x hours of senior researchers in country L at y euro/hour, a hours of junior developers in country M at b euro/hour*), which personnel profile corresponds to principle R&D personnel [OPTION for PCPs that involve security related R&D: and which personnel profile is working on security components] (to demonstrate compliance with the requirement relating to the place of performance in on/off award criterion C).

Explain when payments will be made. Provide information on the amounts of the pre-instalments and interim payments (where applicable) and the payment of the balance.

Eligibility for the next phase based on successful completion of the phase

Eligibility for participation in the next phase will be subject to successful completion of the preceding phase.

Successful completion of a phase will be assessed by the assessment committee against the following requirements:

- if all milestones have been successfully completed
- if the R&D results meet the minimum functionality/performance requirements of the challenge description (i.e. *the minimum quality/efficiency improvements which the procurers set forward for the innovative solutions to achieve*)
- if the results of the R&D are considered to be promising
- ...

'Promising' means:

- for phase 1, that the feasibility is convincing
- [for standard PCPs with 3 phases: for phase 2, that the feasibility, the applicability in an operational setting and the potential impact of the product is convincing]

 Note that there is a difference between satisfactory completion (requirement for payment) and successful completion (prerequisite for passing from one phase to the next).

Finalisation of phase 3: Possible follow-up PPI procurements

Follow-up PPI procurements for a *limited* set of prototypes and/or test products developed during this PCP procurement ('limited follow-up PPIs') may be awarded by negotiated procedure (with invitation to minimum 3 potential providers, including those that successfully completed this PCP).

Follow-up PPI procurements for a *commercial volume* of the innovative solutions developed in this PCP procurement will be subject to a new call for tenders.

If possible, please provide an indicative schedule for the procurement process that the buyers group would organise for deploying commercial volumes of the solutions, were the PCP to be completed successfully.

5.6 Cancellation of the tender procedure

The procurers may, at any moment, cease to proceed with the tender procedure and cancel it.

The procurers reserve the right not to award any contracts at the end of the tender procedure.

The procurers are not liable for any expense or loss the tenderers may have incurred in preparing their offer[, except for [insert if mandatory limits under national law]].

5.7 Procedures for appeal

Specify the names of the appeal and mediation bodies foreseen under the national law applicable to the lead procurer and the time periods for filing a complaint and the different stages of dispute settlement.

5.8 Annexes

Annex 1	Model framework agreement
Annex 2	Model specific contracts for phases 1, 2 and 3
Annex 3	Technical specification (optional; needed for example if the PCP challenge is too long to describe in the request for tenders or if there is a need to add specifications describing how the solutions to be developed in the PCP need to interact with the other systems/products/services at the procurers premises)
Annex 4	Templates for exclusion and on/off award criteria (if needed, e.g. <i>declaration of honour for exclusion criteria, absence of conflict of interest and absence of incompatible other public financing</i>)
Annex 5	Tender form (optional; only needed if the request for tenders does not specify the information requested from tenderers for each of the award criteria)
Annex 6	Template for reports or deliverables (optional; only needed if the request for tenders does not specify the minimum information contractors are required to submit in the reports or deliverables)
Annex [xxx]	Declaration of ownership and control (needed only for PCPs with control restrictions)

Appendix 4 PCP Framework Agreement

PCP FRAMEWORK AGREEMENT

This model is intended to help EU beneficiaries to prepare their PCP framework agreements. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠ It is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contracts and for adapting them to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).

PREAMBLE

This is a framework agreement (“Agreement” or “Framework Agreement”) between the following parties:

on the one part,

the “lead procurer” (contracting authority), [insert details of the lead procurer],

acting in the name and on behalf of the [other] members of the buyers group (together with the lead procurer: “procurers”):

1. [insert the details of the procurers in the buyers group (NOT of preferred partners or third giving in-kind contributions to the PCP!)]

2.

and on the other hand, the “contractor”, [insert details of the contractor],

[OPTION for joint tenders: acting in the name and on behalf of the other members of group of tenderers:

1. [insert the details of the members of the group of tenderers]

2.

The members of the group of tenderers are hereafter collectively referred to as “the contractor” and will be jointly and severally liable vis-à-vis the lead procurer for the performance of this Framework Agreement and the Specific Contracts.]

The lead procurer, buyers group and the contractor(s) shall be referred to together as “parties”, unless otherwise specified.

By signing this Agreement the parties agree to implement the pre-commercial procurement in accordance with the Agreement and all the obligations it sets out.

The Agreement is composed of:

Preamble

Terms and Conditions

Annex 1 Request for tenders

Annex 2 Contractor's tender

TERMS AND CONDITIONS

In order to comply with the conditions of the Horizon Europe grant agreement, the framework agreements should contain at least the following provisions:

Article 1 – Subject of the agreement

This Framework Agreement defines the general terms and conditions for the implementation of the PCP procurement of R&D services set out in Article XX and for the Specific Contracts that will be awarded for each of the PCP phases.

Article XX – Duration

Define the duration for the framework agreement and starting and end date for the implementation of the tasks.

Specify that the period of execution of the tasks may be extended only with the express written agreement of the parties before the expiration of the period for execution of the tasks.

Article XX – R&D services to be provided

The contractor shall provide the R&D services (tasks, deliverables and milestones) to develop solutions to tackle the challenge set out in the tender and the Specific Contracts.

Article XX – Pricing, payment and accounting

The price for the R&D services to be implemented for each PCP phase will be set out in the Specific Contracts.

The prices shall be based on the binding unit prices in the tender and the following price conditions:

- if new units/unit prices are added to offer for phase 2 [or 3], they shall become binding for the remaining phases
- ... specify the other price conditions

Specify the payment and invoicing conditions that will apply. Ensure consistency with the request for tenders/tender (if needed via cross-references).

Article XX – Rights and obligations regarding results (foreground), pre-existing rights (background and sideground) and the related rights (including intellectual and industrial property rights)

Include provisions that clarify the rights and obligations related to pre-existing rights (background, sideground) and results (foreground) for:

- the procurers (contracting authority and buyers group)
- the contractor and
- its subcontractors (if any).

Do not forget to include the special IPR provisions from the HE grant agreement into the PCP contracts (e.g. *EU right to object to transfers or licencing of results; additional exploitation or dissemination obligations, additional control restrictions, access to research data, etc*).

In addition to what is listed in this section, you may specify additional intellectual property provisions, provided they:

- do not conflict with the obligations under the Horizon Europe grant agreement and
- help the procurers or the contractor to implement the PCP as well as disseminate and exploit the results.

XX.1 IPR definitions

Provide IPR definitions, notably for:

- ‘Results (i.e. foreground)’ means any tangible or intangible output that is generated in the PCP, whatever its form or nature, whether or not it can be protected. This includes any material, document, technology, solution, data, knowledge or information (foreground material) as well as any rights attached to it, including intellectual property rights (‘rights on results’ or ‘IPRs attached to the results’).
- ‘Rights on results’: any rights, including industrial or intellectual property rights on the results. They may consist of rights on newly created materials and rights on pre-existing materials (background rights and sideground rights) that are included in the results. They may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.
- ‘Background’ means any material, document, technology, solution, data, know-how or information (background material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (‘background IPRs’) – that (1) is held prior to the signing of the Framework Agreement or a Specific Contract, (2) identified by the parties involved in the PCP as background and (3) needed to implement the PCP or exploit the results of the PCP.
- ‘Background rights’: any rights, including industrial and intellectual property rights on background. They may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.
- ‘Sideground’ means any material, document, technology, solution, data, know-how or information (sideground material) – whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (‘sideground IPRs’) – that is (1) generated during the timespan of the PCP but not in the PCP and (2) needed to implement the PCP or to exploit the results of the PCP.
- ‘Sideground rights’: any rights, including industrial and intellectual property rights on sideground material. They may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.
- ‘Pre-existing material’: any material, document, technology, solution, information, data or know-how, whatever its form or nature, tangible or intangible, regardless of whether or not it can be protected, which exists prior to the contractor using it for the production of a result in the implementation of the Framework Agreement or a Specific Contract. It includes both the background material and the sideground material.
- ‘Pre-existing rights’: any rights, including industrial and intellectual property rights on pre-existing material. It may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority as well as to any other third parties, including subcontractors. It includes both background rights and sideground rights.
- ‘Fair and reasonable conditions’ means appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access (*for example, the actual or potential value of the results, background or sideground to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged*).
- ‘Generated in the PCP’ means in the implementation of activities described in the PCP Framework Agreement or Specific Contracts.
- ‘Not generated in the PCP’ means not generated in the implementation of activities described in the PCP Framework Agreement or Specific Contracts.

 If you use other definitions (allowed), make sure that they are compatible with your obligations under the Horizon Europe grant agreement.

Provide for some introductory general provisions that ensure that the contractor is responsible that all IPR provisions are respected in any situation, even in case of changes to the contractor/consortium that may occur during/after the PCP (e.g. in case of subcontracting, in case of mergers/acquisitions):

The contractor is responsible for ensuring that all third parties that it collaborates with during and after the Framework Agreement and the Specific Contracts respect all intellectual and industrial property-related obligations towards the contracting authority and the buyers group and must pass on its obligations to those entities.

The contractor must ensure that the rights of the contracting authority and the buyers group under the Framework Agreement and the Specific Contracts are upheld under all circumstances, including in case of merger, split, takeover or other corporate restructuring.

XX.2 Ownership of results

Provide details on the rights and obligations in relation to ownership of results. Specify:

- that each contractor that generates results owns the attached IPRs
- who will own results that are not IPRs (e.g. prototypes and first products resulting from the R&D, design, prototype and first product/service specifications, simulations, data models, drawings, source code).

XX.2.1 Ownership of the results

Subject to the conditions set out in Articles XX.2, XX.3, XX.4, XX.5 and XX.6, the contractor retains the ownership of all the rights on the results that it generates. This includes the rights on newly created material generated by it and the rights on background and sideground material that may be included in the results or that is essential for the functioning of the use of the results (see Articles XX.8 and XX.9 on pre-existing rights).

[additional OPTION when the buyers group wants to buy own foreground material and own it after the end of the PCP: Notwithstanding this, the members of the buyers group will each become owners of [enter number of copies required: e.g. at least one] exemplar of each foreground material, together with all the necessary documentation to use the foreground material as foreseen by the Framework Agreement and Specific Contracts. This applies both where foreground material is software, physical/hardware prototypes or first solution implementations (products or services), simulations, designs, data models, etc. In order to enable them to use and adapt these results (see Article XX.4), they also have the right to obtain a copy of the source code and of the design specifications and any other relevant technical documentation concerning the creation, construction and functioning of the results.

The contractor will retain the ownership of all the other exemplars of the foreground material, generated for which the members of the buyers group do not obtain ownership.]

XX.2.2 Buyers group ownership in case of breach of contract to preserve public interests or to protect or commercialise the results

Conditions

The members of the buyers group may exceptionally require transfer of the ownership of results generated under the PCP procurement to them, if the contractor:

- does not (or no longer) comply with one of the following obligations:
 - ‘compliance with definition of R&D services’ obligation in section [XXX] of the request for tenders
 - ‘place of performance obligation’ obligation in section [XXX] of the request for tenders
 - ‘place of establishment and control’ obligation in section [XXX] of the request for tenders

- decides not to protect the results that it generated or does not seek timely or sufficient protection to enable the buyers group to use the results as provided for in the Framework Agreement or a Specific Contract (see Article XX.3)
- fails to commercially exploit the results within the four years time period and the circumstances of the case show that it has not used its best efforts to do so (see Article XX.5.1)
- uses the results to the detriment of the public interest [OPTION when EU security and/or strategic autonomy interests need safeguarding: , including EU strategic autonomy or security interests] (see Article XX.5.2)
- is subject to a merger or acquisition and the impact analysis concludes that the merger or acquisition negatively impacts the access to or the commercial exploitation of the results, including the EU security interests and EU strategic autonomy objectives set out in Art XX.5 (see Article XX.5.3).

Procedure

The members of the buyers group will notify the contractor of their intention to require the transfer of ownership of results through the contracting authority.

Before exercising their rights, the contracting authority will first contact the contractor to verify any measures that the contractor has taken to achieve successful commercial exploitation of the results, to safeguard EU strategic autonomy and security interests and rules, to prevent use of the results to the detriment of the public interest and to comply with its contractual obligations.

Following the transfer of the ownership of the results to the members of the buyers group, the members of the buyers group may grant licenses to third parties to ensure further protection, usage and exploitation of the results (see Article XX.4.3).

The contractor shall ensure that the commercial exploitation of the results by the members of the buyers group will not infringe any of its other obligations under this Framework Agreement or a Specific Contract, such as its obligations regarding security, confidentiality and the protection of intellectual property or its obligations under data protection legislation.

XX.3 Protection of the results

Provide details on the rights and obligations in relation to protection of results. Specify:

- that each contractor is responsible for the management (including protection) of its IPRs and bears the costs associated with this
- that the procurers have the right to monitor the management of the IPRs
- that the contractor must inform the buyers group (via the lead procurer) of results that can be exploited, regardless of whether they can be protected or not, within [insert number] days from when they are generated. The information submitted to the lead procurer must include information about the contents of the results, the confirmation by the contractor to protect them and the planned timing for protection
- that if a contractor does not seek protection for results that should be protected, the buyers group has the right to itself protect the results
- if the HE call conditions impose control restrictions due to strategic interests, make sure that the results of the PCP will be protected in such a way that they will be free from such restrictions
- whether the contractor is required to deposit copies of results (e.g. the source code and design specifications), for example, under an ESCROW agreement designed to guarantee the buyers group continued access to results in the case of financial bankruptcy of the contractor (or any of its subcontractors).

 If the lead procurer (the contracting authority of the PCP) is also financially investing in the PCP and therefore also wants to receive the same IPR-related rights as the buyers group (e.g. ownership

of some copies of the foreground material, and access and licensing rights to the attached IPR rights), then the buyers group needs to be defined in such a way that the contracting authority is part of the buyers group.

The contractor shall be responsible for the management of all the rights on the results that it holds and shall bear the associated costs, including for the protection, examination, grant, maintenance, defence and litigation of the rights on the results.

The contracting authority and members of the buyers group shall be entitled to monitor the management of all rights on the results held by the contractor. The contractor shall submit periodical reports, when requested by the contracting authority and buyers group, no more frequently than [enter a reasonable period, e.g. annually] on the exploitation of the results, including the rights on the results, by the contractor, its licensees or assignees. The contractor shall respond at any time to requests for information from the contracting authority and buyers group about the handling of the rights on the results.

The contractor shall ensure that the results are identified, recorded and carefully distinguished from the outputs of other research and development activities that are not covered by the Framework Agreement or a Specific Contract.

The contractor shall inform the contracting authority of any results it generates that can be exploited, regardless of whether they can be protected or not, at the latest [enter a reasonable time, e.g. two months] from the generation of the result. The notification shall include information about the contents of the results, the confirmation by the contractor of its decision to protect said results, the type of protection that will be pursued and, for registered IPRs such as patents and design rights, the planned timing and geographical scope of such protection/ jurisdictions for which the contractor will seek to obtain protection.

If the contractor decides to protect its results, it shall ensure that an application for protection is filed to the relevant authority (national, European Patent Office (for patents) or European Union Intellectual Property Office (for trademarks and designs)) within [enter a reasonable time, e.g. one year] after notifying the contracting authority, and in any case prior to any publication on them.

Where possible, the applications for protection shall include the following statement: 'These results were achieved with EU support. The European Union has certain rights in these results'.

In case of any decision not to continue an application for protection, not to pay maintenance fees, or not to defend in a re-examination or opposition proceeding, the contractor shall notify the contracting authority not less than [enter a reasonable time, e.g. 60 days] before the deadline for responding to the procedure for protection, maintenance or litigation.

If the contractor decides not to protect the results that it generated or does not seek timely or sufficient protection to enable the buyers group to use the results as provided for in the Framework Agreement or a Specific Contract, for example in terms of jurisdictions for registered IPRs, the members of the buyers group retain the right to require that the contractor transfers the ownership of the result to them so that the buyers group can ensure that the results are protected.

[additional OPTION when depositing of results under escrow is required: The contractor shall put a copy of the results it generates (e.g. source codes of software and all related documentation, design specifications of prototypes, documentation about the foreground IP etc) under escrow with a reputable escrow agent. If requested by the contracting authority, a tri-party agreement shall be signed between the escrow agent, the contractor and the contracting authority (on behalf of the members of the buyers group), duly protecting the interests of the contracting authority and the buyers group in case of bankruptcy or liquidation of the contractor and ensuring that in such cases the members of the buyers group shall obtain a copy of the results.]

If the contractor becomes aware of any product or activity of any third party that involves or may involve infringement or other violation of the rights on the results, the contractor shall promptly notify the contracting authority of the infringement or violation.

If the HE call conditions impose control restrictions due to strategic interests, add the following option: [OPTION for PCPs with control restrictions due to strategic interests in the HE call conditions: The contractor must ensure that the results are not subject to control or other restrictions by a country (or entity from a country) which is not [specify the list of countries in line with the list of

eligible countries defined in section 3.1 of the request for tenders] — unless otherwise agreed with the contracting authority.]

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.4 Access rights to the results

XX.4.1 Access rights to the results for the contracting authority and the buyers group

Provide for the rights and obligations in relation to access to the results. Specify:

- that the contractor grants to the buyers group irrevocable, royalty-free, non-exclusive, world-wide access rights to use the results, for their own purposes (for IPRs: until their expiry date)
- that, for results that are an implementation of design specifications into simulations, prototypes, demonstrators or first products /services, those access rights are limited to a duration of [insert duration] years and to the following purposes for fulfilling the R&D objectives of the PCP: [specify those purposes for your PCP]
- that the buyers group has [the right to grant] [the right to require the contractor to grant — within a reasonable time period specified in the request —] non-exclusive licences to third parties to commercially or non-commercially exploit the results under fair and reasonable conditions, without the right to sub-license.

Don't forget to also foresee rules on subcontractor rights and obligations with respect to the above points (e.g. *that the contractor must ensure that it complies with its obligations under the framework agreement and specific contracts if it uses subcontractors; that it must obtain all necessary rights (transfer, licences or other) from the subcontractors, as if they were generated by itself; that it should refrain from using subcontractors if obtaining those rights is impossible*).

The contractor grants the members of the buyers group, including their affiliated entities, a royalty-free, non-exclusive, worldwide, irrevocable and non-sub-licensable (except as explicitly authorised under this Framework Agreement) license to use its results for their own purposes, during and after the Framework Agreement and Specific Contracts. The contractor also grants a royalty-free, non-exclusive, worldwide, irrevocable and non-sub-licensable license to contractors and subcontractors of the buyers group to practice the results for their own purposes, during and after the Framework Agreement and Specific Contracts.

- For those results that are design specifications (including the rights on such type of results), the access rights are unlimited in duration, or at least until expiration of the attached rights if any. For the avoidance of any doubt, use for its own purposes also allows the buyers group (and any contracting authority appointed by the buyers group to implement a procurement on their behalf) to use the design specifications in tender specifications of future public procurements related to the results.
- For those results that are an implementation of the design specifications into simulations, prototypes, demonstrators or first products /services, the access rights are [OPTION 1 when the buyers group intends to continue to use the results indefinitely: unlimited in duration] [OPTION 2 when the buyers group intends to continue to use the results for a limited time: limited to a duration of [enter the envisaged usage period, e.g. 4] years after the end of the Framework Agreement and Specific Contracts], with the aim to [define the purpose, e.g. 'enable wider validation of the results in production (e.g. across a larger set of future use cases, datasets and users)'], and the license is limited to use of the results for the buyers group own non-commercial purposes. Except in exceptional conditions and subject to the conditions in Article XX.3 (decision of the contractor not to protect/exploit certain results), XX.4.3 (failure of the contractor to license results to third parties) and XX.5 (failure of the contractor to commercially exploit the results or abuse of the results against the public interest), the contracting authority and members of the buyers group do not aim to commercially exploit/sell itself the contractor's results. Commercial exploitation of the contractor's results is in the first place the responsibility of the contractor, as specified in Article XX.5 (commercialisation of results).


Without prejudice to above rights to access the results for various purposes, the members of the buyers group, their (sub)contractors, any contracting authority appointed by the buyers group to implement a procurement in their name and/or on their behalf, enjoy in particular:

- the right to make the results available to their staff and to persons and entities working for them or cooperating with them, including contractors, subcontractors
- the right to integrate the results into the buyers group’s infrastructure and to use the results as part of this infrastructure (including the right to load, display, transmit and run the results on the infrastructure) at least for [enter the same envisaged usage period as above, e.g. 4 years] years after the end of the Framework Agreement and Specific Contracts.
- the right to make the necessary copies of the results for internal distribution, archiving, back-up, correcting errors, studying or testing of the functioning of the results
- the right to make compilations, translations, adaptations or other types of arrangements or alterations to the results as is necessary for their intended use, for example to ensure interoperability with other systems implemented by the buyers group
- the right to publish summaries of the results, after consultation with the contractor to ensure that no confidential information is thereby disclosed or that the publication would not interfere with the protection of intellectual or industrial property rights. These rights are in addition to the rights provided for by law, such as the unwaivable rights of, and exceptions for the benefit of lawful users of software or of databases, as foreseen under the applicable EU or national laws.

These rights do not allow, unless expressly permitted by the contractor, the right for the contracting authority and the buyers group to make the results available to the market, neither for free or under open licence terms (open source, open data) nor under market commercial conditions, neither to the general public nor to sectors of the economy. However, the members of the buyers group reserve the right to make available to the public, even for free, any public service provided by them that makes use of the new functionalities enabled by the results that have been integrated in the buyers group’s infrastructure.

The contractor retains the right to commercial exploitation of the results, as specified in Article XX.5 (commercial exploitation of results), for any purposes of using the results beyond the scope of the current PCP. The members of the buyers group reserve the right to require the contractor (see Article XX.4.3 access to results for third parties) to give access under fair and reasonable conditions to the results to third parties, for example to third parties interested in developing and commercialising their own use cases on top of the buyers group’s infrastructure.

In case of commercial exploitation of products, services or processes arising or developed from the results by the contractor (or by entities affiliated to it or succeeding it in the ownership or development of the results), the contractor shall ensure that the members of the buyers group (or any contracting authority appointed by the buyers group to implement a procurement in their name and/or on their behalf) are offered the commercial products or services at the best price offered by the contractor (or the entities affiliated or succeeding it) in similar situations to any other third party (in particular without charging for licenses or other rights which the buyers group already have under other provisions of this Framework Agreement or a Specific Contract).

 The limitation of the scope and/or duration of the access rights (to ‘what is needed by the buyers group to fulfil the R&D objectives of the PCP’) is needed for the PCP to remain an ‘R&D procurement’ where the ‘procurers do not retain all the benefits’ and thus be exempted from the WTO rules and the EU public procurement directives.

XX.4.2 Access rights to the results for the EU

The EU has the right to use non-sensitive information relating to the PCP and materials and documents received from the contracting authority and buyers group for policy, information, communication, dissemination and publicity purposes — during the EU grant or afterwards. This concerns notably summaries for publication, as well as any other material, such as pictures or audio-visual material, and other deliverables submitted by the contracting authority and buyers group to the EU, in paper or electronic form.

The right for the EU to use these materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the contractor must ensure that they comply with their obligations under this Framework Agreement and Specific Contracts (Articles XX.8 and XX.9 on pre-existing rights) in particular, by obtaining the necessary licences and authorisations from the rights holders concerned.

Where applicable, the EU granting authority will insert the following information: "© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the EU under conditions."

XX.4.3 Access rights to the results for third parties

If requested by the contracting authority or buyers group, the contractor shall, within a reasonable time period specified in the request, grant to the third parties specified in the request a non-exclusive and non-sub-licensable license to use and exploit the results, and any background or sideground which may be necessary for the use or exploitation of the results, under fair and reasonable conditions.

If the contractor fails or refuses to grant the requested licenses, the contracting authority and members of the buyers group retain the right to grant themselves a non-exclusive and non-sub-licensable license to the third parties to use and exploit the results (or to appoint an independent third party to do so).

XX.5 Commercial exploitation of results

Provide for the rights and obligations in relation to commercial exploitation of the results:

XX.5.1 Responsibility of the contractor to commercially exploit results

The contractor shall take prompt action to ensure that its results are exploited commercially (directly or indirectly through another entity, through transfer or licensing), even if they cannot be protected, in order to ensure swift availability of the developed solutions on the wider market and to generate revenue by marketing commercial applications of the results.

In particular, the contractor must use its best efforts to exploit its results up to [four] years after the end of the Framework Agreement and Specific Contracts, including where they are capable of commercial exploitation, to exploit them commercially (i.e. marketing a commercial application of the results, directly or indirectly, through a subcontractor or licensee).

If, despite a contractor's best efforts, the the results are not exploited within one year after the end of the Framework Agreement and Specific Contracts, the contractor must (unless otherwise agreed in writing with the contracting authority and buyers group) use the Horizon Europe Results Platform⁶⁰ to find interested parties to exploit the results.

If the contractor fails to commercially exploit the results within the four years time period and the circumstances of the case show that it has not used its best efforts to do so, the members of the buyers group retain the right to require that the contractor transfers the ownership of the results to them so that the buyers group can ensure that the results are commercially exploited.

It is important that the period of time allowed for commercial exploitation of results is set in such a way as to give the contractor a fair and reasonable amount of time to exploit the results in the relevant sector. This will ensure that the potential for marketing the product or service is valued correctly (Horizon Europe uses as an appropriate length of time 4 years). The period should take account of the fact that: 1) the contractor needs to start producing the good or service in quantity and to invest in large scale promotion activities and 2) the potential first customers, public procurers, generally take time to prepare and launch a PPI after the PCP has been completed.

⚠ If the duration of the Horizon Europe grant is finally longer than initially foreseen (i.e. if the HE action duration is extended), you must also extend duration of the framework agreement and the specific contracts (via an amendment). The formulation above ensures that if this happens, the duration for the obligation on the commercial exploitation in the framework agreement will also be automatically extended (as it will start counting from the new end date specified in the amendment).

XX.5.2 Additional obligations/limitations for the exploitation of results due to public interests

Security or strategic autonomy

[OPTION when safeguarding of EU security interests is important, in particular when the PCP involves security related R&D and/or when the HE call conditions impose specific additional security obligations: In order to [explain the reason, e.g. safeguard the delivery of public services through the buyers group's infrastructure against potential physical and cyber threats and to protect the exchange of security sensitive information], the contractor shall ensure to safeguard EU security interests in the commercial exploitation of the results.]

[OPTION when safeguarding of EU strategic autonomy is important, in particular when the PCP involves critical technologies or critical assets, and/or when the HE call conditions impose specific additional EU strategic autonomy obligations: In order to safeguard security of supply of inputs critical to the functioning of the buyers group's infrastructure and fair competition in the supply chain compliant with EU rules and interests, the contractor shall ensure to safeguard EU strategic autonomy in the commercial exploitation of the results. For this purpose, the contractor shall ensure that a significant amount of the commercial exploitation of the results takes place in the EU Member States and/or countries associated to Horizon Europe⁶¹. In particular, the contractor must produce minimum [enter a reasonable percentage, e.g. 50%] of the products, services or processes that incorporate results or that are produced through the use of results in [add the list of countries in line with the list of eligible countries defined in section 3.1 of the request for tenders].]

[additional OPTION for PCPs that involve security-related R&D: Moreover, for results that are security components, the contractor must moreover produce [enter a reasonable percentage (typically more demanding than the one in the previous paragraph), e.g. 100%] in *[OPTION if there are participation and/or control restrictions in the HE call conditions:* [add the list of countries to which participation and/or control is restricted]]*[OPTION if there are no participation and/or control restrictions in the HE call conditions:* [add 'EU Member States or Horizon Europe associated countries']].]

⁶⁰ [Horizon Europe Results Platform](#)

⁶¹ [List of Horizon Europe participating countries.](#)

[additional OPTION when EU security and/or strategic autonomy interests need safeguarding, in particular when imposed by the HE call conditions: The contractor must ensure that, in the commercial exploitation of results, any cooperation with entities established in other countries, or controlled by such countries or entities from such countries, does not affect the EU security or strategic autonomy interests and avoids potential negative effects over security of supply of inputs critical to the functioning of the buyers group's infrastructure.]

Standardisation

[OPTION if there are additional obligations related to standardisation in the HE call conditions: The contractors must promote the dissemination of their results, in particular through [publications and] contribution to standardisation. The contractors and the contracting authority will establish at the start of the Framework Agreement a list of [planned publications about the results and] appropriate standards to contribute to, and will keep this list updated throughout the Framework Agreement and for each Specific Contract. The contractors must — up to four years after the end of the Framework Contract and Specific Contracts — inform the contracting authority, who will inform in its turn the granting authority that is co-financing the PPI, if the results could reasonably be expected to contribute to European or international standards.]

Public emergency

[OPTION if there are additional exploitation obligations in case of a public emergency in the HE call conditions: In case of a public emergency the contractor must, if requested by the contracting authority on behalf of the buyers group or the EU, commit to rapidly and broadly exploit the products and/or services resulting from the PCP at fair and reasonable conditions to address the public emergency. This provision applies up to four years after the end of the PCP.]

Other

Where the HE call conditions impose other additional exploitation obligations, add them here.

If the contractor uses the results to the detriment of the public interest *[OPTION when EU security and/or strategic autonomy interests need safeguarding, in particular when imposed by the HE call conditions: , including EU strategic autonomy or security interests]*, the members of the buyers group are entitled to require that the contractor transfers the ownership of the results to them, in order to stop use of the results against the public interest and ensure commercial exploitation of the results by another party in line with the exploitation conditions.

The contractor must ensure that these obligations also apply to its subcontractors, affiliated entities and other third parties it cooperates with in the commercialisation of the results, as well as to any entities succeeding them in their ownership or development of the results.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. specific exploitation obligations or control restrictions). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.5.3 Obligation to notify a planned merger or acquisition

In case of a merger or acquisition by an entity from a country (or controlled by a country) that is not an EU Member State or Horizon Europe associated country, the contractor must notify the contracting authority at least [enter a reasonable period, e.g. three (3) months] in advance of the decision to implement the merger or acquisition and:

- describe in detail the identity, ownership and control structure of the potential new merged entity or the potential new owner(s)
- include a reasoned assessment of the likely impact of the possible merger/acquisition on:
 - the access to the results and to the background and sideground that is essential for accessing the results, as foreseen by the Framework Agreement and Specific Contracts for the contracting authority and for third parties
 - the commercialisation exploitation of the results, including the EU security interests and EU strategic autonomy objectives above

The contracting authority and buyers group may request the contractor for additional information to verify the potential impact, upon which the contractor must promptly provide the requested information.

In case the impact analysis concludes that the merger or acquisition negatively impacts the access to or the commercial exploitation of the results, including the EU security interests and EU strategic autonomy objectives set out in Article XX.5, the members of the buyers group are entitled to require that the contractor (both the contractor before or after the merger or acquisition) transfers the ownership of the results to them so that the buyers group can ensure that the interests are preserved and protected.

XX.6 Transfer and licensing of results

Provide for the rights and obligations in relation to transfer and licensing of results. Specify:

- that the contractor may grant non-exclusive licences to third parties allowing them to exploit the results (or otherwise give the right to exploit them) — unless this impedes the access rights of the buyers group or unless the HE call conditions impose restrictions to a specific list of eligible countries
- that the contractor may transfer ownership or give exclusive licenses to its results — unless this is prohibited (or restricted) by the HE call conditions or the ethics, security or EU strategic autonomy obligations and provided that it ensures that its obligations (in respect of the results) apply to the new owner and that this new owner is obliged to pass them on in any subsequent transfer (*e.g. by including a requirement to do so in their arrangements with the new owner*).

You may foresee a right of first refusal for the buyers group to buy the results.

You should also foresee a procedure for transfers when there are procurers in the buyers group that still have (or may still request) access rights to the results (*e.g. that the contractor must give them at least 45 days advance notice of its intention to transfer ownership of the results and that this notification must include sufficient information on the new owner to enable the procurers to assess the effects on their access rights. A procurer can object within 30 days of receiving notification, if it can show that the transfer would adversely affect its access rights. Should an objection be raised, the transfer may not take place until agreement has been reached between the parties concerned*).

XX.6.1 Non-exclusive licensing of results

[OPTION 1 by default (no restrictions): The contractor may on its own initiative without prior authorisation from the contracting authority, give non-exclusive licenses to third parties to exploit the results that it owns, to the extent that:

- such licenses do not affect the rights — including the access rights — of the contracting authority, buyers group or the EU related to the results, and
- such licenses do not affect the obligations — including the security and ethical obligations — of the contracting authority and buyers group related to the results, and
- such licenses are not granted to entities which are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁶² (sanctions).

The contractor must ensure in the licensing agreement that all its obligations under the Framework Agreement and Specific Contracts are passed on to the third party and that the third party has the obligation to pass on these obligations in any potential subsequent licensing.]

[OPTION 2 if there are participation and/or control restrictions in the HE call conditions: Non-exclusive licensing is subject to the same restrictions as exclusively licensing of results, as specified in Article XX.6.2.]

⁶² Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.6.2 Exclusive licensing and transfer of ownership of results

Conditions

Exclusive licensing and transfers of ownership of the results are restricted as follows:

- the contractor may not transfer or give exclusive licenses if this would affect the rights — including the access rights — of the contracting authority, buyers group or the EU related to the results
- the contractor may not transfer or give exclusive licenses if this would affect the obligations — including the security and ethical obligations — of the contracting authority and buyers group related to the results
- the contractor may not transfer or give exclusive licenses to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁶³ (sanctions)
- *[OPTION if the HE call conditions include a right for the EU to object to transfers or licensing: the contractor may not transfer ownership of its results or give licences to third parties which are established in a non-EU country not associated with Horizon Europe if the EU granting authority objects to the transfer; the notification procedure below must be followed]*
- *[OPTION if there are participation and/or control restrictions in the HE call conditions: the contractor may not transfer ownership of its results or give licences to third parties which are established in countries which are not [include the list of eligible countries set out in section 3.1 of the request for tenders] (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the contracting authority who will request prior approval from the granting authority that is co-financing the PCP. The notification procedure below must be followed.]*
- *[OPTION if there is a right of first refusal for the buyers group: the contractor may not transfer ownership of the results or give exclusive licenses, if this would conflict with the right of first refusal for the buyers group to buy the results. [explain further what is the exact procedure for the buyers group to invoke the right of first refusal].]*

The contractor must ensure in the transfer/licensing agreement that all its obligations under the Framework Agreement and Specific Contracts are passed on to the new owner/licensee and that this new owner/licensee has the obligation to pass them on in any subsequent transfer/licensing.

Notification procedure

If the contractor intends to transfer or grant a licence to a third party in one of the notification cases listed above, they must notify the contracting authority who will request prior authorisation to the EU granting authority. The notification must be done at least [specify an appropriate period, e.g. three months] in advance and:

- identify the specific results concerned
- describe in detail the intended new owner or licensee and the planned or potential exploitation of the results and
- include a reasoned assessment of the likely impact of the intended transfer or exclusive license on:
 - the access rights to the results and on the background and sideground that is essential for accessing the results as foreseen by the Framework Agreement and Specific

⁶³ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Contracts for the contracting authority, the members of the buyers group or for third parties

- the commercialisation exploitation of the results in line with public interests and EU interests, in particular regarding competitiveness [*OPTION when safeguarding of EU strategic autonomy interests is important for the buyers group, in particular when the PCP involves security-related R&D and/or when the HE call conditions impose specific additional security obligations*]; and EU strategic autonomy objectives as specified in Article XX.5] as well as consistency with ethical principles and security considerations on EU interests.

The contracting authority may on behalf of the EU granting authority request the contractor for additional information to verify the potential impact, upon which the contractor must promptly provide the requested information.

Before granting the authorisation, the EU granting authority will verify the potential impact of the intended transfer or exclusive licensing.

The EU granting authority may object to the transfer or exclusive licensing or may condition its authorisation to measures ensuring that the transfer or exclusive licensing will not have unintended or undesirable consequences.

Before the EU granting authority gives its written authorisation, the transfer may not take place and any transfer or exclusive licensing agreement concluded before or without a written authorisation will be null and void.

Check carefully if the call conditions for your HE grant impose specific requirements (*e.g. specific control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.7 Pre-existing materials and pre-existing rights (background and sideground)

Provide for the rights and obligations concerning pre-existing materials and rights (background and sideground). Specify:

- rules regarding ownership of pre-existing rights (remains unchanged)
- that the parties must inform each other about the generation of/changes in pre-existing rights within [insert number] days from the generation /change
- that the contractor introducing background must within [define period] of the signing of the PCP framework agreement provide the lead procurer with a list of the pre-existing rights it holds and/or has access to (*e.g. via its subcontractors*) at the date of the agreement and a list of the software necessary for the operation of the prototype and first products/services that will be developed during the PCP, specifying which software is closed source software. An updated list (to the extent necessary) must be provided with each bid for the next phase
- the access that the parties must grant each other to each other's pre-existing rights and sideground for carrying out the tasks assigned to them in the PCP, for exploitation of results generated in the PCP and for using the results for their own purposes (normally at least to the buyers group)

The conditions for access should be fair and reasonable to all parties, e.g. — as appropriate for your PCP —:

- on a royalty-free, non-exclusive basis, access to each other's background, for carrying out the tasks assigned to them in/during the PCP
- under fair and reasonable conditions and on non-exclusive basis, access to each other's background, for exploitation of results generated in the PCP and for using the results for their own purposes in particular also after the PCP
- under fair and reasonable conditions and on non-exclusive basis, access to each other's sideground, for carrying out the tasks assigned to them in the PCP, for

exploitation of results generated in the PCP and for using the results for their own purposes in particular also after the PCP.

XX.8 Ownership of and access to pre-existing materials and rights

Background and sideground remain the property of the party providing it, or as the case may be, its licensor(s) and nothing contained in this Framework Agreement or a Specific Contract shall affect the rights of each party in their background or sideground.

Subject to pre-existing obligations that may apply to background or sideground, the members of the buyers group grant the contractor a royalty-free, non-exclusive, irrevocable and non sub-licensable license to use their background and sideground for the performance of the Framework Agreement and Specific Contracts, during the period of the Framework Agreement or Specific Contract.

[OPTION 1 in case the procurers have background that is relevant to the PCP: The buyers group hold the following background that is relevant to the PCP: [specify relevant background].] [OPTION 2 in case the procurers do NOT have background that is relevant to the PCP: The buyers group do not hold any background that is relevant to the PCP.]

Subject to pre-existing obligations that may apply to background or sideground, the contractor grants the buyers group and (sub)contractors that assist them in executing the Framework Agreement and Specific Contracts (including in particular in evaluation or testing of solutions) a royalty-free, non-exclusive, irrevocable and non-sub-licensable (except as explicitly authorised under this Framework Agreement) license to use its background and sideground for the execution of the Framework Agreement and Specific Contracts and during the period of the Framework Agreement and Specific Contracts.

Regarding the rights to use for the background rights, choose option 1 or 2 below, as applicable: [OPTION 1 for PCPs in which procurers do not buy resulting prototypes/first products/services: The members of the buyers group are not purchasing developed prototypes or first products/services as part of this PCP. However, subject to pre-existing obligations that may apply to background or sideground, the contractor grants to the members of the buyers group — and also to (sub)contractors that practice the results for the buyers group’s own non-commercial use — a license to use its background and sideground under fair and reasonable conditions to the extent needed to use the results for the the buyers group’s own non-commercial purposes, beyond the execution of the Framework Agreement and Specific Contracts and after the Framework Agreement and Specific Contracts.] [OPTION 2 for PCPs in which procurers buy resulting prototypes or first products/services: The members of the buyers group are purchasing [specify whether it is ‘developed prototypes’ or ‘first products’] as part of this PCP. Subject to pre-existing obligations that may apply to background or sideground, the contractor grants to the members of the buyers group — and also to (sub)contractors that practice the results for the buyers group’s own non-commercial use — a royalty-free, non-exclusive, irrevocable and non-sub-licensable (except as explicitly authorised under this Framework Agreement) license to use its background and sideground to the extent needed to use the results for the buyers group’s own non-commercial purposes, beyond the execution of the Framework Agreement and Specific Contracts and after the Framework Agreement and Specific Contracts for [specify the duration for which the procurers want to keep using the PCP solution and the associated background rights after the PCP. This period must be the same as in request for tenders and must be aligned with the period for usage rights that is defined for access of the buyers group to the results in Article XX.4.1].]

These licenses are in addition to rights provided for by law, such as the unwaivable rights of, and exceptions for the benefit of lawful users of software or of databases, as foreseen under the applicable EU or national laws.

Subject to pre-existing obligations that may apply to background or sideground, the contractor also grants rights to use its background and sideground — under the same conditions as above — to entities that are under the direct or indirect control of members of the buyers group, or under the same direct or indirect control as members of the buyers group, or directly or indirectly controlling members of the buyers group *[OPTION for PCPs with control restrictions in the HE call conditions:; subject to applicable control restrictions]*.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. specific control restrictions). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.9 List/evidence of pre-existing materials and pre-existing rights (background and sideground)

XX.9.1 List of pre-existing materials and pre-existing rights

In order to be able to distinguish clearly between rights on newly created materials, and newly created rights on the one hand and pre-existing materials and pre-existing rights on the other hand, and to establish which pre-existing materials and rights are held by whom, the parties must establish an agreed list of all their pre-existing materials and pre-existing rights (background and sideground) that may be used for the performance of this Framework Agreement and Specific Contracts, including identification of the rights' owners.

The contractor must provide the declaration listing pre-existing materials and pre-existing rights in its offer for the Framework Agreement and must provide an updated version of it to the contracting authority within the bid for each Specific Contract in order to have the updated list approved by the contracting authority at the latest [specify a reasonable time, e.g. 30 days] after the start of each Specific Contract. If there are no pre-existing materials nor pre-existing rights, the contractor must provide a declaration to that effect.

The list of pre-existing material and pre-existing rights shall identify, for each pre-existing material and right, the tasks, deliverables or other aspects related to the performance of the Framework Agreement and Specific Contracts contract that may be affected by pre-existing material/right, the pre-existing material/right concerned, the rights to the pre-existing material, the rights holder and any prior obligations on the pre-existing rights that may apply to the results. Such list will include, but is not limited to, a list of the software necessary for the performance of the Framework Agreement and Specific Contracts (including but not limited to software necessary for the operation of the prototypes and products or services that will be developed during the Framework Agreement or Specific Contract), specifying which software is closed source software.

The contractor shall inform the contracting authority about any evolutions in any of its pre-existing material and pre-existing rights that affect the performance of the Framework Agreement or a Specific Contract. This includes any changes to the background (including the rights on the background) and about the generation of new sideground (including new rights on the sideground) within [specify a reasonable time, e.g. 30 days] from the change or generation and at the latest by the end of the corresponding phase and with each bid for the next phase.

[OPTION for PCPs with control restrictions due to strategic interests in the HE call conditions: The contractor must ensure that background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 of the request for tenders and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from the list of pre-existing rights agreed between the contractor and the contracting authority that will be used for the PCP – unless otherwise agreed with the contracting authority.]

Note that background that impacts the exploitation of results should be understood as making the exploitation of those results subject to control or restrictions, for example if exploitation would require the agreement of the entity owning the background. If such background needs to be used this must be agreed with the granting authority.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. specific control restrictions). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

XX.9.2 Evidence of pre-existing rights

If requested by the contracting authority, the contractor must, in addition to the list mentioned under Article XX.9.1, provide evidence that it has the ownership or the right to use all the listed pre-existing materials and rights, except for the rights owned or licensed by the contracting authority and buyers group.

The contracting authority may request this evidence even after the end of this Framework Agreement and Specific Contracts.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, sounds, music, tables, data, software, technical inventions, know-how, IT development tools, routines,

subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

- the name and version number of the work
- the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer
- a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence
- a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel

and

- the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

Article XX – Confidentiality

The parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the Framework Agreement and Specific Contracts and up to [insert number of years (minimum 4 years after the end of the Horizon Europe grant)] years after their end.

If information has been identified as confidential only orally, it shall be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Framework Agreement and Specific Contracts.

The parties may disclose confidential information to their staff or to third parties involved in the PCP implementation only if:

- (a) they need to be aware of this information in order to implement the PCP activities under the Framework Agreement and Specific Contracts and
- (b) they are bound by an obligation of confidentiality.

The contracting authority and members of the buyers group may disclose confidential information to the EU granting authority if required under their Horizon Europe grant agreement.

The confidentiality obligations cease to apply if:

- (a) the disclosing party agrees to release the other party from the obligation
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation or
- (c) the disclosure of the information is required by EU or national law.

This does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation.

 If the duration of the Horizon Europe grant agreement is longer than foreseen (i.e. if the action duration is extended), you must also extend the confidentiality obligation for the framework agreement (via an amendment).

Article XX – Promotion, publicity and communication

XX.1 Dissemination obligations

The contractor shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the R&D carried out under the PCP (in particular, to other potential customers with the objective to achieve commercial exploitation of the results; see Article XX on commercial exploitation of results).

When undertaking these activities, the contractor shall ensure that they do not infringe any of its other obligations under this Framework Agreement or a Specific Contract, such as its obligations regarding protection of intellectual property, confidentiality, security restrictions or its obligations under data protection legislation.

Where the buyers group or HE call conditions impose additional dissemination obligations (e.g. *open access obligations*) on the PCP contractors for the results of the PCP, add them here.

XX.2 Obligation of prior notification of the contracting authority

During the implementation of the Framework Agreement and Specific Contracts and for a period of [insert number] [years]/[months] after the end of the Framework Agreement and Specific Contracts, the contractor shall inform the contracting authority [indicate number] days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the lead procurer to inform the EU.

The contractor must, in particular, submit a draft copy of any publications:

- for written publications — at the same time as the submission to the editor for publication or at least one month before the date intended for publication, whichever is earlier
- for oral communications or other types of disclosure — twenty calendar days before the forecasted date of submission to the organiser of a scientific meeting or of said other type of disclosure.

If requested by the contracting authority, the contractor shall remove any confidential or security sensitive information before the disclosure.

Both parties agree that they will balance any of their requests to remove confidentiality, security or intellectual property-sensitive aspects from a publication proposed by the other party against the other party's objective to maintain sufficient information related to the performance of the Framework Agreement and Specific Contracts or the results that is necessary for the appropriate presentation or understanding of the publication.

XX.3 Recognition of EU funding

All communication activities about the PCP and/or its results (including in electronic form and via social media), as well as infrastructure, equipment and major results financed by the PCP shall display the EU emblem and include the following text:

- for communication activities: 'This [publication][communication] is part of the [acronym of the HE grant] project that has received funding from the European Union's Horizon Europe Research and Innovation Programme'
- for infrastructure, equipment and major results: 'This [infrastructure][equipment][insert type of result] is part of the [acronym of HE grant] project that has received funding from the European Union's Horizon Europe Research and Innovation Programme'.

If results are incorporated in a standard, the contractor must — unless the contracting authority requests or agrees otherwise in writing or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard: 'Funded by the European Union'.

If results are protected through registered IPR, the contractor must — wherever possible under the applicable rules — include in its applications for protection the following statement: 'These results were achieved with EU support. The European Union has certain rights in these results'.

When displayed together with another logo, the EU emblem shall have appropriate prominence. The contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the contractor the right to exclusive use. Moreover, the contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

All communication activities shall indicate that the opinions expressed reflect only the author's views and do not represent the contracting authority's or the EU's official position. The contracting authority, in agreement with the EU granting authority, may waive this obligation in writing or provide the text of the disclaimer.

XX.4 Communication/publication rights for the contracting authority and the buyers group

The contracting authority and members of the buyers group may use, for the purposes of communication and publicity, all information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audio-visual material) from the contractor (including in electronic form).

The contracting authority and members of the buyers group may, in particular, publish the name of the contractor and its project abstracts, the summaries of the main results from the R&D and the lessons learnt during the PCP (*e.g. relating to the feasibility of the different approaches to meeting the procurers' requirements that were explored, and the lessons learnt for potential future use of the solutions proposed*).

This does not change the confidentiality obligations under Article XX.

Moreover, before publishing this information, the contracting authority shall consult the contractor, in order to avoid harm to legitimate business interests (*e.g. regarding aspects of the solutions that could be IPR-protected*) or distortion of competition.

XX.5 Communication/publication rights for the EU

The EU may use, for the purposes of communication and publicity, information relating to the PCP, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).

If the EU's use of these materials, documents or information would risk compromising legitimate interests, the contractor may, however, ask the contracting authority to request the EU granting authority not to use it.

The right to use the contractor's materials, documents and information includes:

- (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and

- (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

If the right of use is subject to rights of a third party (including the contractor's staff), the contractor shall ensure that it obtains the necessary approval from the third parties concerned.

Article XX – Conflicts of interest

XX.1 The contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the Framework Agreement or a Specific Contract is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.

The contractor shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the Framework Agreement or a Specific Contract.

XX.2 The contractor shall notify the contracting authority without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.

The contracting authority may instruct the contractor to take specific measures to remedy the situation.

Article XX – Ethics and research integrity

XX.1 The contractor shall carry out the tasks assigned to it in the Framework Agreement and Specific Contracts in compliance with:

- (a) ethical principles (including the highest standards of research integrity) and
- (b) applicable international, EU and national law.

The contractor must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities). The contractor must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

In case the development, deployment and/or use of the PCP solution involves artificial intelligence (AI), the contractor must ensure that the artificial intelligence is trustworthy, i.e. lawful, ethical and technically robust. The artificial intelligence system must preserve and protect the following six general ethical principles based on fundamental rights as enshrined in the Charter of Fundamental Rights of the European Union (EU Charter), and in relevant international human rights law⁶⁴:

- respect for human agency: human beings must be respected to make their own decisions and carry out their own actions. Respect for human agency encapsulates three more specific principles, which define fundamental human rights: autonomy, dignity and freedom
- privacy and data governance: people have the right to privacy and data protection and these should be respected at all times
- fairness: people should be given equal rights and opportunities and should not be advantaged or disadvantaged undeservedly
- individual, social and environmental well-being: artificial intelligence systems should contribute to, and not harm, individual, social and environmental wellbeing
- transparency: the purpose, inputs and operations of artificial intelligence programs should be knowable and understandable to its stakeholders

⁶⁴ For more information, see [Horizon Europe guidance on ethics by design and ethics of use approaches for AI](#).

- accountability and oversight: humans should be able to understand, supervise and control the design and operation of artificial intelligence-based systems, and the actors involved in their development or operation should take responsibility for the way that these applications function and for the resulting consequences.

The contractor may not:

- carry out activities in a Member State for an activity which is forbidden in that Member State
- carry out activities in a country inside or outside the EU, if they are prohibited in all EU Member States

The contractor may not carry out activities which:

- (a) aim at human cloning for reproductive purposes
- (b) intend to modify the genetic heritage of human beings in a way which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads) or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer
- (d) lead to the destruction of human embryos (for example, for obtaining stem cells).

The contractor may not carry out activities that do not focus exclusively on civil applications.

The contractor shall respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity⁶⁵.

This implies compliance with the following essential principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts.

and means that the contractor must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

XX.2 Before starting any activity that raises an ethical issue, the contractor shall submit to the lead procurer a copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

[OPTION if the HE grant agreement contains ethics requirements that concern the PCP contracts:

XX.3 In addition, the contractor shall comply with the following additional ethics requirements:

- [insert the ethics deliverables from Annex 1 to the HE grant agreement].

Article XX — Security-related obligations

⁶⁵ European Code of Conduct for Research Integrity of ALLEA (All European Academies).

*[OPTION if the PCP involves dual-use goods or dangerous materials or substances: **XX.X*** Activities involving dual-use goods or dangerous materials and substances shall comply with applicable EU, national and international law.

Before starting the activity, the contractor shall provide the contracting authority with a copy of any export or transfer licences required.]

*[OPTION if the HE grant agreement provides for a security classification that affects the PCP contracts: **XX.X*** Classified information shall be treated in accordance with the security aspect letter (SAL) annexed to the Horizon Europe grant agreement and EU Decision No 2015/544⁶⁶ until it is declassified.

Tasks involving classified information may not be subcontracted without prior written approval from the contracting authority.

The contractor shall inform the contracting authority of any changes relating to security and, if necessary, request an amendment.]

*[OPTION if the HE grant agreement contains security recommendations restricting disclosure or dissemination that affect the PCP contracts: **XX.X*** The following results may be disclosed or disseminated only if the contractor has first obtained written approval from the contracting authority:

- [insert the results subject to a security recommendation restricting disclosure or dissemination from Annex 1 to the HE grant agreement].]

*[OPTION if the HE grant agreement contains other security recommendations that affect the PCP contracts: **XX.X*** In addition, the contractor shall comply with the following additional security recommendations:

- [insert the security recommendations from Annex 1 to the HE grant agreement].]

Define the applicable rules regarding location, access and processing of security related data. In case the HE call conditions impose other geographic restrictions (e.g. restrictions on the participation and/or control of contractors to the procurement, place of performance requirements, etc), agree in cooperation with the granting authority how to best ensure consistency of the rules on handling of security related data with those other restrictions.

The localisation of and access to [all security related data handled under the contract] [all data related to contract activities that are performed on the security components of the solution] [...] processed by the contractor shall comply with the following:

- the data shall only be processed within the territory of [the European Union and the Horizon Europe associated countries⁶⁷] [the European Union][...] and will not leave that territory
- the data shall only be held in data centres located with the territory of [the European Union and the Horizon Europe associated countries] [the European Union][...]
- [no access shall be given to such data outside of [the European Union and the Horizon Europe associated countries] [the European Union][...] or [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to security related data [as defined in EU Decision No 2015/544] [...]]
- the contractor may not change the location of data processing without the prior written authorisation of the contracting authority.

Article **XX – Processing of personal data**

⁶⁶ Commission Decision [2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU-classified information.

⁶⁷ [List of Horizon Europe participating countries.](#)

The contractor shall process personal data in compliance with the applicable EU and national law on data protection, in particular Regulation [2016/679](#)⁶⁸ (including as relates to authorisations and notification requirements).

Contractors must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

Define the conditions to be respected regarding location, access and processing of personal data. In case the HE call conditions impose other geographic restrictions (e.g. *restrictions on the participation and/or control of contractors to the procurement, place of performance requirements, etc*), agree in cooperation with the granting authority how to best ensure consistency of the rules on handling of personal data with those other restrictions.

The localisation of and access to the personal data processed by the contractor shall comply with the following:

- the personal data shall only be processed within the territory of [the European Union and the Horizon Europe associated countries⁶⁹] [the European Union][...] and will not leave that territory
- the data shall only be held in data centres located with the territory of [the European Union and the Horizon Europe associated countries] [the European Union][...]
- [no access shall be given to such data outside of [the European Union and the Horizon Europe associated countries] [the European Union][...] or [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data]
- the contractor may not change the location of data processing without the prior written authorisation of the contracting authority
- any transfer of personal data under the Framework Agreement or a Specific Contract to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2016/679.

The contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the Framework Agreement and Specific Contracts.

The contractor must inform the staff whose personal data are collected and processed by the procurers and/or the EU. For this purpose, the contractor must provide them with the privacy statements of the procurers and the EU, before transmitting their data. If explicit prior consent from the data subjects is needed, the contractor must obtain such consent.

Article XX – Obligation to provide information and keep records

⁶⁸ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

⁶⁹ [List of Horizon Europe participating countries.](#)

XX.1 The contractor must, at any time during the implementation of the Framework Agreement and Specific Contracts or afterwards, provide any information requested by the procurers in relation to the Agreement or Contracts.

XX.2 The contractor must keep, for a period of up to [insert number of years (minimum 5 years after the end of the HE grant agreement)] years after the end of the Framework Agreement and Specific Contracts, records and other supporting documentation relating to their implementation.

This obligation includes records and other supporting documentation on scientific and technical implementation (in line with the accepted standards in the field) and on the price charged and the costs incurred by the contractor.

The contractor must keep the original documents. Digital and digitalised documents are considered originals if they are authorised under national law.

Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including claims by a third party against the procurers), the contractor must keep all records and other supporting documentation until the end of these procedures.

Article XX – EU checks, reviews, audits and investigations

Should the EU (including the European Court of Auditors, the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.

Should there be an on-the-spot visit, the contractor must allow access to its premises and must ensure that the information requested is readily available.

Article XX – EU impact evaluation

Should the EU carry out an impact evaluation (of its grant to the procurers), the contractor must make available all information, records and other supporting documents relating to the implementation of the Framework Agreement and Specific Contracts.

Article XX – Breach of contract

Set out the consequences in case of breach of contract (in line with the law applicable to the contract).

Don't forget provisions on partial/improper implementation of tasks and breach of other obligations.

Include a section on liability for damages:

XX.1 The contractor must compensate the contracting authority and members of the buyers group if they are held liable by the EU for damage sustained as a result of the implementation of the Framework Agreement or a Specific Contract (or because it was not implemented properly).

XX.2 The EU cannot be held liable for any damage caused to the contractor or caused by the contractor in connection with the implementation of the Framework Agreement or a Specific Contract.

Set out clear rules for termination of the Framework Agreement and Specific Contracts, reduction or recovery of payments and liquidated damages. Think of including not only such rules for typical breach of contract situations that may occur in any type of procurement, but think also of how to use them for breaches of PCP specific provisions (e.g. breaches of compliance with the place of performance requirements, with the R&D definition, with the place of establishment and control requirements (if any), with IPR and commercialisation requirements).

[OPTION in case there are preferred partners and third parties providing in-kind contributions to the PCP: **Article XX – Participation of preferred partners and third parties providing in-kind contributions to the PCP**)

Complete as applicable to the specificities of the PCP. Name the preferred partners and third parties providing in-kind contributions to the PCP and explain the boundary conditions for their participation, i.e. the rights and responsibilities under the agreement and specific contracts.

Pay particular attention to clearly set out the rules for participating in testing/monitoring/evaluation of results, confidentiality, processing of personal data and communication.

Specify also clearly the IPR-related rights (*e.g. access rights to results needed to follow the implementation of the PCP*) and obligations of preferred partners and third parties providing in-kind contributions to the PCP (*e.g. access rights to pre-existing rights, sideground or results (foreground) needed by contractors to implement the PCP or exploit its results*).]

Article XX – Amendments

Include a provision on amendments. Specify that they must be made in writing.

Include a clause that the amendment may not have the purpose or the effect of making changes to the contracts which might call into question the decision awarding the contracts or result in unequal treatment of tenderers.

Article XX – Interpretation

Include a provision specifying that the terms set out in the framework agreement have precedence over those in annexes and that the terms set out in Annex 1 (request for tenders) have precedence over those set out in Annex 2 (contractor's tender).

Specify that the same applies to the specific contracts.

Article XX – Applicable law and dispute settlement

Choose:

- the law applicable to the framework agreement and to the specific contracts
- the dispute settlement mechanisms, in particular the competent court or other dispute settlement mechanisms (*e.g. arbitration or mediation, if allowed under national law*) and the deadlines to respect.

Article XX – Entry into force

Define the entry into force (*e.g. upon signature of the last party*).

SIGNATURES

The lead procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.

Appendix 5 PCP Specific contract

PCP SPECIFIC CONTRACT

This model is intended to help EU beneficiaries to prepare their PCP specific contracts. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠ It is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contracts and for adapting them to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).

PREAMBLE

Similar set-up as the framework agreement: Lead procurer concludes and signs in in the name and on behalf of the buyers group.

Annex the contractor's offer.

Specific contracts must contain at least the following elements/provisions:

TERMS AND CONDITIONS

Article 1 – Subject of the contract

This Specific Contract defines the specific terms and conditions for the implementation of the PCP procurement of R&D services set out in Article XX – for the [1st]/[2rd]/[3rd] PCP phase. **Article XX – Duration**

Specify the duration of the specific contract and starting and end date for the implementation of the tasks.

Specify that the period of execution of the tasks may be extended only with the express written agreement of the parties before the expiration of the period for execution of the tasks.

Article XX – R&D services to be provided

The contractor shall provide the R&D services (tasks, deliverables and milestones) set out in the offer for this phase.

Specify the scope of the specific contract (i.e. which phase and which lot, if any).

Specify the individuals in charge of carrying out the R&D activities for the specific contract and their location (country where they carry out the R&D activities).

Article XX – Price and payment arrangements

The price to be paid by [the lead procurer]/[the procurers in the buyers group] for the R&D services set out in Article XX shall be [EUR]/[other currency] [amount in figures and in words].

Specify the amounts of pre-instalments and interim payments (if applicable) and final payment in figures and words. In case of pro rata payments by the procurers in the buyers group, split the amount pro rata per procurer according to their contribution to the total PCP costs (with and without VAT).

Specify which invoice for which payment x the contractor has to send to whom (lead procurer or buyers group) after approval of deliverable x. Specify how many days after receipt of the invoice payment(s) have to be made to the contractor.

Specify the contractor's bank account details and the currency in which payments will be made.

Article XX – Security related obligations

Add a provision on security if specifically needed for the phase and not already covered by the provision in the framework agreement.

Article XX – Entry into force

Specify the entry into force date.

SIGNATURES

Same as for framework agreement: The lead procurer signs for the buyers group and — in case of joint tenders — the lead contractor for the group of contractors.

Appendix 6 PCP Contract notice

PCP CONTRACT NOTICE

This template is intended to help EU beneficiaries to prepare their PCP contract notices. Text in green is meant to indicate instructions or options; text in black is sample text.

The contract notice has to be filled out online on the [TED – tenders electronic daily website](#). Use the English version of the simap standard form that is most appropriate for your type of organisation:

- for lead procurers in the public sector: 'Contract notice'*
- for lead procurers in the utilities sector: 'Contract notice – utilities'*
- for lead procurers in the field of defence and security: 'Contract notice for contracts in the field of defence and security'.*

In addition to English, you may publish the contract notice (or a summary) in any other language(s).

Remember that publication of the contract notice in TED is only a first step. The call for tenders must also be actively promoted and advertised widely to potential tenderers across Europe, using in particular also Horizon Europe Internet sites and HE National Contact Points. Promote it also via large European industry events across Europe, relevant industry initiatives at EU level (e.g. European partnerships, EIPs, PPPs, Horizon Europe Missions), sectorial industry associations and chambers of commerce across Europe (e.g. the Enterprise Europe Network), relevant sectorial and innovation procurement related social media channels. In order to treat all potential tenderers equally, such targeted promotion activities can only start AFTER the publication of the contract notice in TED.

A copy of the draft contract notice must be submitted as a deliverable to the EU granting authority at the latest 30 days before it is sent for publication to the EU Publications Office (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contract notice and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Contract notice

Directive 2014/24/EU

Section I: Contracting authority

I.1) Name and addresses ¹ (please identify all contracting authorities responsible for the procedure)

Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:		Telephone:	
E-mail:		Fax:	
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

In the contact points section, give the contact details of the lead procurer.

In the internet addresses section, give the project website if you do not want to use the general website of the lead procurer. Use the address of the lead procurer's buyer profile.

II.2.3) Place of performance

NUTS code: ' [] [] [] [] [] [] Main site or place of performance:

Fill out the 'NUTS codes' of the lead procurer and of all the countries in which testing is expected to take place (typically the countries of those public procurers in the buyers group in whose countries testing is expected to take place).

For the 'main site or place of performance', specify the place of performance requirement(s) and the location(s) for testing:

At least [insert the percentage chosen by the buyers group/imposed by the HE call conditions for this PCP; in any case it must be minimum 50%]⁷⁰ of the contracted R&D services must be performed in EU Member States or Horizon Europe associated countries⁷⁰).

[additional OPTION for PCPs that involve security-related R&D: Moreover, at least [insert the percentage chosen by the buyers group or imposed by the HE call conditions for this PCP; if there are sufficient R&D providers able to do the work in Europe, it is typically set at 100% for security reasons]⁷⁰ of the contracted R&D services on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

In addition, the contractors must ensure that none of the contracted services are performed in countries nor by entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁷¹ (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

Testing is expected to take place in the following procurers' countries [insert the relevant countries] *[additional OPTION for PCPs that involve security related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].*

II.2.4) Description of the procurement:*(nature and quantity of works, supplies or services or indication of needs and requirements)*

Use this text:

This PCP procurement is a joint procurement by different procurers across Europe that are all facing the same common challenge and are thus looking for similar solutions (so-called 'buyers group').

The procurement will take the form of a pre-commercial procurement (PCP) under which R&D service contracts will be awarded to a number of R&D providers in parallel in a phased approach. This will make it possible to compare competing alternative solutions.

Each selected operator will be awarded a framework agreement that covers 3 *[2 for fast-track PCPs]* R&D phases.

Each selected R&D provider will be awarded a framework agreement that covers the following R&D phases and a specific contract per phase.

Choose option 1 or 2 below depending on how many phases you will use (3 or 2 for fasttrack):

[OPTION 1 by default: The 3 phases are: solution design (phase 1), prototyping and lab testing (phase 2), original development, installation, validation and field testing of a limited set of first products or services (phase 3).] [OPTION 2 for fasttrack PCPs (phase 2 and 3 combined into one): The 2 phases

⁷⁰ [List of Horizon Europe Associated countries](#)

⁷¹ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

are: solution design (phase 1), prototyping and lab testing plus subsequently original development, installation, validation and field testing of a limited set of first products or services (phase 2).]

After each phase, intermediate evaluations will be carried out to progressively select the best of the competing solutions. The contractors with the best-value-for-money solutions will be offered a specific contract for the next phase. *[additional OPTION for PCPs with lots: The phased approach with parallel contracts and intermediate evaluations will be followed within each lot.]*

Testing is expected to take place in [add the locations where testing is expected to take place, in particular test locations of the procurers and other additional test locations]. This testing may also serve as a first customer test reference for the contractors. The procurement is expected to start in [add expected starting date of the PCP] and end in [add expected completion date of the PCP].

The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate during the PCP and will be able to use them to exploit the full market potential of the developed solutions *i.e. beyond the procurers*. [The market potential is estimated at [insert available figures about the potential total market size, *i.e. beyond the procurers*].]

II.2.5) Award criteria

- Criteria below
- Quality criterion – Name: / Weighting: ^{1,2,20}
 - Cost criterion – Name: / Weighting: ^{1,20}
 - Price – Weighting: ²¹
- Price is not the only award criterion and all criteria are stated only in the procurement documents

Select one of the 2 options ('Criteria below' OR 'Price is not the only award criterion and all criteria are stated only in the procurement documents').

If you select the first option ('Criteria below'), you must indicate all the criteria and their weighting.

II.2.6) Estimated value

Value excluding VAT: [] Currency: [] [] []
(for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of this lot)

Only fill in if lots are used.

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: [] or Duration in days: []
 or Start: (dd/mm/yyyy) / End: (dd/mm/yyyy)
 This contract is subject to renewal yes no Description of renewals:

Enter the duration.

II.2.9) Information about the limits on the number of candidates to be invited *(except in open procedures)*

Envisaged number of candidates: []
 or Envisaged minimum number: [] / Maximum number: ²[]
 Objective criteria for choosing the limited number of candidates:

Do not fill in.

II.2.10) Information about variants

Variants will be accepted yes no

Select 'No'. In PCP, the use of variants is not necessary, since the PCP approach inherently supports the development of several alternative solutions in parallel.

II.2.11) Information about options

Options yes no Description of options:

Complete if applicable.

II.2.12) Information about electronic catalogues

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue

Complete as applicable. Avoid conditions that might unduly restrict participation.

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds yes no

Identification of the project:

Select 'yes'.

Use this text:

This procurement receives funding from the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] – [insert project acronym] (see [insert project website]).

[OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PCP budget is funded by other EU programmes, for example the European Regional Development Fund (ERDF))]: The procurement receives also funding from the [OPTION 1 for EU programmes: European Union's [insert name of EU programme]] [OPTION 2 for national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union]: [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement, but is not participating as a contracting authority in the procurement.

Note that it is NOT allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. Horizon Europe and ERDF). But it is possible for different procurers in the buyers group to receive funding from different EU sources.

II.2.14) Additional information:

Use this text:

Participation in the open market consultation that was held as part of the preparation for this procurement is not a prerequisite for submitting a tender.

This procurement is exempted from the WTO Government Procurement Agreement (GPA), the EU public procurement directives and the national laws that implement them. This is because it concerns the procurement of R&D services where the benefits do not accrue exclusively to the contracting authority for its use in the conduct of its own affairs.

Publication of this contract notice in the EU Official Journal is not to be understood as a waiver of this exemption. Publication is made on a voluntary basis and the procurement will not follow the procedures under the EU public procurement directives, but rather the procedure described in the tender documentation.

The [open][negotiated][restricted] procedure was chosen in Section IV.1.1) 'Procedure' for formal reasons only. This is because it is not possible to publish a contract notice without selecting one of the listed procedures.

Offers may be submitted in English [and [insert additional language(s), if any]]. All communication (before, during and after the procurement) can be made in English [and [add additional language(s), if any]].

More information

See:

- the project website (see [insert address])
- the open market consultation Q&A (see [insert address])
- PCPs on the [Europa website](#)

or contact:

- [insert email address or interactive web address]

Provide other additional information (if applicable).

Please ensure that interested operators can ask questions about the procurement and tender documents and give them sufficient time to do so.

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

Complete as applicable. Avoid conditions that might unduly restrict participation.

You can refer to the tender documents for further information.

III.1.2) Economic and financial standing

- Selection criteria as stated in the procurement documents

List and brief description of selection criteria:

Minimum level(s) of standards possibly required: ²

Complete as applicable. Avoid conditions that might unduly restrict participation (in particular disproportionate financial guarantee requirements, e.g. *minimum turnovers*).

You can refer to the tender documents for further information.

III.1.3) Technical and professional ability

- Selection criteria as stated in the procurement documents

List and brief description of selection criteria:

Minimum level(s) of standards possibly required: ²

Complete as applicable. Avoid conditions that might unduly restrict participation (in particular disproportionate qualification requirements e.g. *references from past customers*).

You can refer to the tender documents for further information.

III.1.5) Information about reserved contracts ²

- The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons
- The execution of the contract is restricted to the framework of sheltered employment programmes

The options for reserved contracts do not apply.

III.2) Conditions related to the contract ²

III.2.1) Information about a particular profession (only for service contracts)

- Execution of the service is reserved to a particular profession
Reference to the relevant law, regulation or administrative provision:

Complete if applicable. Avoid conditions that might unduly restrict participation.

III.2.2) Contract performance conditions:

Complete if applicable. Avoid conditions that might unduly restrict participation.

III.2.3) Information about staff responsible for the performance of the contract

- Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Select 'yes'. Further explanation is provided in the section about the place of performance requirement in the PCP request for tenders.

Section IV: Procedure

IV.1) Description

<p>IV.1.1) Type of procedure</p> <p><input type="radio"/> Open procedure <input type="checkbox"/> Accelerated procedure Justification:</p> <p><input type="radio"/> Restricted procedure <input type="checkbox"/> Accelerated procedure Justification:</p> <p><input type="radio"/> Competitive procedure with negotiation <input type="checkbox"/> Accelerated procedure Justification:</p> <p><input type="radio"/> Competitive dialogue</p> <p><input type="radio"/> Innovation partnership</p>

For procurers in the public sector: select 'open'.

For procurers in the utilities, defence and security sector: select 'open', 'negotiated' or 'restricted' (restricted procedure is particularly useful when the tender documents are sensitive and can be revealed only to those tenderers that will pass to the second stage of the tendering process).

In Section VI.3 Additional information, you will have to state that this procurement is exempted from the EU public procurement directives and the national laws that implement them (i.e. it is not an open, negotiated or restricted procedure subject to the EU public procurement directives; the choice here must be made for formal reasons only, because it is mandatory for filling out the form).

<p>IV.1.3) Information about a framework agreement or a dynamic purchasing system</p> <p><input type="checkbox"/> The procurement involves the establishment of a framework agreement <input type="radio"/> Framework agreement with a single operator <input type="radio"/> Framework agreement with several operators Envisaged maximum number of participants to the framework agreement: ² []</p> <p><input type="checkbox"/> The procurement involves the setting up of a dynamic purchasing system <input type="checkbox"/> The dynamic purchasing system might be used by additional purchasers</p> <p>In the case of framework agreements, provide justification for any duration exceeding 4 years:</p>
--

Select 'Framework agreement with several operators'.

Do not fill in any number under 'Envisaged maximum number of participants to the framework agreement'. In the free text field, state the minimum number of framework agreements that you plan to award (according to the request for tenders, there should be one per selected operator). For PCPs with lots, enter the total minimum number of framework agreements counted across all the lots.

Complete 'The procurement involves the setting up of a dynamic purchasing system', if applicable.

<p>IV.1.4) Information about reduction of the number of solutions or tenders during negotiation or dialogue</p> <p><input type="checkbox"/> Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated</p>

Select 'no', unless a negotiated procedure is used.

<p>IV.1.5) Information about negotiation (only for competitive procedures with negotiation)</p> <p><input type="checkbox"/> The contracting authority reserves the right to award the contract on the basis of the initial tenders without conducting negotiations</p>

Do not fill in, unless a negotiated procedure is used.

<p>IV.1.6) Information about electronic auction</p> <p><input type="checkbox"/> An electronic auction will be used Additional information about electronic auction:</p>

Select 'no'.

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement yes no

Select 'no'.

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure²

Notice number in the OJ S: [] [] [] [] /S [] [] []-[] [] [] [] [] [] []
 (One of the following: Prior information notice; Notice on a buyer profile)

Provide information on the PIN announcing the open market consultation.

Provide information on other previous publications (if applicable).

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: (dd/mm/yyyy) Local time: (hh:mm)

Enter date and time.

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates⁴

Date: (dd/mm/yyyy)

Do not fill in, unless a restricted procedure is used.

IV.2.4) Languages in which tenders or requests to participate may be submitted: [] []¹

Select at least 'English' and add additional languages, if any.

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

Tender must be valid until: (dd/mm/yyyy)
 or Duration in months: [] (from the date stated for receipt of tender)

Complete as applicable.

IV.2.7) Conditions for opening of tenders

Date: (dd/mm/yyyy) Local time: (hh:mm) Place:
 Information about authorised persons and opening procedure:

Complete as applicable.

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement yes no
 Estimated timing for further notices to be published:²

Select 'no'.

VI.2) Information about electronic workflows

- Electronic ordering will be used
- Electronic invoicing will be accepted
- Electronic payment will be used

Complete as applicable.

VI.3) Additional information:²

Provide any other additional relevant information.

VI.4) Procedures for review

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (<i>URL</i>)		Fax:

Give the names of the review bodies (also called 'appeal bodies') foreseen under the national law applicable to the lead procurer.

Depending on the country, this may or may not be the same body that is competent when the EU public procurement directives do apply.

Do NOT leave this section blank (otherwise you risk multiple complaints procedures in different countries).

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (<i>URL</i>)		Fax:

Give the names of the mediation bodies foreseen under the national law applicable to the lead procurer.

Depending on the country, this may or may not be the same body that is competent when the EU public procurement directives do apply.

Do NOT leave this section blank (otherwise you risk multiple complaints procedures in different countries).

VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:

Use the following text:

The procurement is exempted from the EU Public Procurement Directives (including the EU Procurement Remedies Directives 89/665/EEC and 92/13/EEC; *see above*) and the national laws that implement them.

Publication of this notice in the Official Journal is not to be understood as a waiver of this exemption by the contracting authority.

The deadlines for the review procedures at the bodies for review and mediation, mentioned in IV.4.1) and IV.4.2) are: [complete].

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (<i>URL</i>)		Fax:

Give the contact details of a contact person at the lead procurer.

Make sure that this contact person has sufficient information about the context and background of the procurement.

VI.5) Date of dispatch of this notice: (dd/mm/yyyy)

Enter date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ *please repeat as many times as needed*

² *if applicable*

⁴ *if this information is known*

²⁰ *importance may be given instead of weighting*

²¹ *importance may be given instead of weighting; if price is the only award criterion, weighting is not used*

Appendix 7 PCP Contract award notice

PCP CONTRACT AWARD NOTICE

This template is to help EU beneficiaries to prepare their PCP contract award notices. Text in green is meant to indicate instructions or options; text in black is sample text.

The contract award notice has to be filled out and published online on the [TED – tenders electronic daily website](#) within 48 days after conclusion of the contracts (see [EU AGA – Annotated Grant Agreement, art 6.2.D.5](#)).

Use the English version of the simap standard form that is appropriate for your type of organisation:

- for lead procurers in the public sector: 'Contract award notice'*
- for lead procurers in the utilities sector: 'Contract award notice – utilities'*
- for lead procurers in the field of defence and security: 'Contract award notice for contracts in the field of defence and security'.*

In addition to English, you may publish the contract award notice (or a summary) in any other language(s).

A copy of the published contract award notice should be submitted to EU granting authority as part of the deliverables at the end of the tender evaluation (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contract award notice and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Contract award notice Results of the procurement procedure

Directive 2014/24/EU

Section I: Contracting authority

I.1) Name and addresses ¹ (please identify all contracting authorities responsible for the procedure)

Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:		Telephone:	
E-mail:		Fax:	
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

In the contact points section, give the contact details of the lead procurer.

In the internet addresses section, give the project website if you do not want to use the general website of the lead procurer. Use the address of the lead procurer's buyer profile.

The PCP procurement compared competing alternative solution approaches to address the following challenge: [specify briefly the subject and scope of this PCP e.g. improving the energy efficiency of buildings].

[OPTION for PCPs with lots: As the common challenge exists of a number of sub-challenges, the procurement is divided into the following lots, each corresponding to one sub-challenge:

- lot 1: [insert name of the sub-challenge to which the lot corresponds]
- lot 2:
- ...]

The main technical challenges to be addressed [per lot] are: [indicate the main target quality/efficiency and/or functionality/performance improvements compared to the current state-of-the-art technology – per lot, if applicable – e.g. 30 % energy efficiency improvement, 20% cost reduction, etc].

Provide any other relevant information. If needed to cope with the character limit in the forms, distribute text also over 'II.2.4) Description of the procurement' and 'II.2.14) Additional information'.

II.1.6) Information about lots This contract is divided into lots <input type="radio"/> yes <input type="radio"/> no
--

Select 'yes' if lots are used.

II.1.7) Total value of the procurement (excluding VAT) Value: [] (Please give the total value of the procurement. For information about individual contracts, please use section V) or Lowest offer: [] / Highest offer: [] taken into consideration Currency: [] [] [] (for framework agreements – total maximum value for their entire duration) (for dynamic purchasing systems – value of contract(s) not included in previous contract award notices) (for contracts based on framework agreements, if required – value of contract(s) not included in previous contract award notices)

Indicate the total final value of all contract(s)/agreement(s) awarded (and not already included in previous contract award notices), across different specific contracts and across all lots (if applicable), in euros/other currency.

Details on the value of the individual contracts must be given in Section V. 'Award of contract'.

II.2) Description ¹

II.2.1) Title: ²	Lot No: ²
------------------------------------	----------------------

Only fill in if lots are used. Fill in the title and number of each lot.

II.2.2) Additional CPV code(s) ² Main CPV code: ¹ [] [] . [] [] . [] [] . [] [] Supplementary CPV code: ^{1,2} [] [] [] []
--

Only fill in if lots are used. Use the CPV codes for each lot.

II.2.3) Place of performance NUTS code: ¹ [] [] [] [] [] Main site or place of performance:

Fill out the 'NUTS codes' of the lead procurer and of all the countries in which testing is expected to take place (typically the countries of those public procurers in the buyers group in whose countries testing is expected to take place).

For the 'main site or place of performance', specify the place of performance requirement(s) and the location(s) for testing:

At least [insert the percentage chosen by the buyers group or imposed by the HE Call conditions for this PCP; in any case it must be minimum 50%] % of the contracted R&D services must be performed

in EU Member States or Horizon Europe associated countries⁷²).

[additional OPTION for PCPs that involve security-related R&D: Moreover, at least [insert the percentage chosen by the buyers group or imposed by the HE call conditions for this PCP; if there are sufficient R&D providers able to do the work in Europe, it is typically set at 100% for security reasons]% of the contracted R&D services on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

In addition, the contractors must ensure that none of the contracted services are performed in countries nor by entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁷³ (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

Testing is expected to take place in the following procurers' countries [insert the relevant countries] *[additional OPTION for PCPs that involve security related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].*

II.2.4) Description of the procurement:

(nature and quantity of works, supplies or services or indication of needs and requirements)

Use this text:

The procurement was announced in the form of a pre-commercial procurement (PCP) with a phased approach, i.e. a framework agreement covering different R&D phases.

After each phase, intermediate evaluations are carried out to progressively select the best competing solutions. The contractors with the best-value-for-money solutions will be offered a specific contract for the next phase.

A total budget of [enter the total estimated budget for the PCP that was announced in the contract notice] was earmarked for awarding the contracts to a minimum of:

- [enter minimum number of R&D providers that were expected to start phase 1 as announced in the contract notice] contractors for phase 1
- [enter minimum number of R&D providers that were expected to start phase 2 as announced in the contract notice] contractors for phase 2 and
- [enter minimum number of R&D providers that were expected to start phase 3 as announced in the contract notice] contractors for phase 3.

[OPTION 1 if the procurement is started:

[OPTION if the award of contracts proceeded as planned: Sufficient amount of good quality tenders were received to award the planned amount of contracts [for lot x] (see section V for more information).]

[OPTION if the award of contracts proceeds with less contracts as planned: The PCP is started with fewer contracts than initially planned [for lot x] because [insert reason: e.g. insufficient amount of good quality tenders were received] (see section V for more information).]

The abstracts of the winning tenders are available on [insert project website].

⁷² [List of Horizon Europe Associated countries](#)

⁷³ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

The PCP is expected to start in [enter expected start date for phase 1] and end in [add expected completion date for phase 3].]

[OPTION 2 if the procurement will not be started: [Lot x of] the PCP will not be started because [insert reason: e.g. insufficient amount of good quality tenders were received [for lot x]] (see section V for more information).]

If needed to cope with the character limit in the forms, distribute text also over 'II.1.4) Description of the procurement' and 'II.2.14) Additional information'.

II.2.5) Award criteria

- Quality criterion – Name: / Weighting: ^{1,2,20}
- Cost criterion – Name: / Weighting: ^{1,20}
- Price – Weighting: ²¹

Specify the award criteria that were used and their weighting.

II.2.11) Information about options

Options yes no Description of options:

Complete if applicable.

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds yes no
 Identification of the project:

Select 'yes'.

Use this text:

This procurement receives funding from the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] — [insert project acronym] (see [insert project website]).

[OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PCP budget is funded by other EU programmes, for example the European Regional Development Fund (ERDF))]: The procurement receives also funding from the [OPTION 1 for EU programmes: European Union's [insert name of EU programme]][OPTION 2 for national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union]: [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement but is not participating as a contracting authority in the procurement.

Note that it is not allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. Horizon Europe and ERDF). But it is possible for different procurers in the buyers group to receive funding from different EU sources.

II.2.14) Additional information:

Add any other relevant additional information.

Section IV: Procedure

- in case lots are used, for every lot and every contractor that was awarded a contract for that lot
- for every contractor that was awarded a framework agreement and/or specific contracts
- for all the contracts that were awarded and not already announced in previous contract award notices.

Contract No: [] **Lot No:**²[] **Title:**

A contract/lot is awarded yes no

Complete for every framework agreement and for every specific contract.

Complete for every lot, if applicable.

V.1) Information on non-award

The contract/lot is not awarded <input type="radio"/> No tenders or requests to participate were received or all were rejected <input type="radio"/> Other reasons (discontinuation of procedure) Notice reference: [][][][]-[][][][][] ⁷ (year and document number)

Complete as applicable in case of non-award.

V.2) Award of contract

V.2.1) Date of conclusion of the contract: (dd/mm/yyyy)
--

Enter date.

<p>V.2.2) Information about tenders</p> Number of tenders received: [] Number of tenders received from SMEs: [] (SME – as defined in Commission Recommendation 2003/361/EC) Number of tenders received from tenderers from other EU Member States: [] Number of tenders received from tenderers from non-EU Member States: [] Number of tenders received by electronic means: [] The contract has been awarded to a group of economic operators <input type="radio"/> yes <input type="radio"/> no

Complete as applicable per awarded specific contract (and per lot, if applicable) that was not already included in previous contract award notices.

V.2.3) Name and address of the contractor ¹			
Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
E-mail:		Telephone:	
Internet address: (URL)		Fax:	
The contractor is an SME <input type="radio"/> yes <input type="radio"/> no			

Give the name and address of the operator (single entity or consortium) that won the contract in question per awarded specific contract (and per lot, if applicable) that was not already included in previous contract award notices. In case of a consortium, list all members of the consortium.

<p>V.2.4) Information on value of the contract/lot (excluding VAT)</p> Initial estimated total value of the contract/lot: ² [] (for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of this lot) Total value of the contract/lot: [] or Lowest offer: [] / Highest offer: [] taken into consideration Currency: [][][] (for framework agreements – total maximum value for this lot) (for dynamic purchasing systems – value of contract(s) for this lot not included in previous contract award notices) (for contracts based on framework agreements, if required – value of contract(s) for this lot not included in previous contract award notices)
--

Complete as applicable per awarded specific contract (and per lot, if applicable) that was not already included in previous contract award notices.

<p>V.2.5) Information about subcontracting</p> <p><input type="checkbox"/> The contract is likely to be subcontracted</p> <p>Value or proportion likely to be subcontracted to third parties ⁴</p> <p>Value excluding VAT: [] Currency: [] [] []</p> <p>Proportion: []%</p> <p>Short description of the part of the contract to be subcontracted:</p>
--

Complete as applicable per awarded specific contract (and per lot, if applicable) that was not already included in previous contract award notices.

Section VI: Complementary information

VI.3) Additional information: ²

--

Complete if applicable.

VI.4) Procedures for review

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (<i>URL</i>)		Fax:

Give the names of the review bodies (also called 'appeal bodies') foreseen under the national law applicable to the lead procurer.

Depending on the country, this may or may not be the same body that is competent when the EU public procurement directives do apply.

Do NOT leave this section blank (otherwise you risk multiple complaints procedures in different countries).

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (<i>URL</i>)		Fax:

Give the names of the mediation bodies foreseen under the national law applicable to the lead procurer.

Depending on the country, this may or may not be the same body that is competent when the EU public procurement directives do apply.

Do NOT leave this section blank (otherwise you risk multiple complaints procedures in different countries).

<p>VI.4.3) Review procedure</p> <p>Precise information on deadline(s) for review procedures:</p>

Use the following text:

The procurement is exempted from the EU Public Procurement Directives (including the EU Procurement Remedies Directives 89/665/EEC and 92/13/EEC; see above) and the national laws that implement them.

Publication of this notice in the Official Journal is not to be understood as a waiver of this exemption by the contracting authority.

The deadlines for the review procedures at the bodies for review and mediation, mentioned in IV.4.1) and IV.4.2) are: [complete].

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Give the contact details of a contact person at the lead procurer.

Make sure that this contact person has sufficient information about the context and background of the procurement.

VI.5) Date of dispatch of this notice: (dd/mm/yyyy)

Enter date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ please repeat as many times as needed

² if applicable

⁴ if this information is known

⁷ mandatory information not to be published

²⁰ importance may be given instead of weighting

²¹ importance may be given instead of weighting; if price is the only award criterion, weighting is not used

Annex D1 – General procurement

Justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

Directive 2014/24/EU

(please select the relevant option and provide an explanation)

Do not complete. Not applicable.

1. Justification for the choice of the negotiated procedure without prior publication of a call for competition in accordance with Article 32 of Directive 2014/24/EU

- No tenders or no suitable tenders/requests to participate in response to
 - open procedure
 - restricted procedure
- The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the directive (*for supplies only*)
- The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons
 - procurement aiming at the creation or acquisition of a unique work of art or artistic performance
 - protection of exclusive rights, including intellectual property rights
- Extreme urgency brought about by events unforeseeable for the contracting authority and in accordance with the strict conditions stated in the directive
- Additional deliveries by the original supplier ordered under the strict conditions stated in the directive
- New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the directive
- Service contract to be awarded to the winner or one of winners under the rules of a design contest
- Procurement of supplies quoted and purchased on a commodity market
- Purchase of supplies or services on particularly advantageous terms
 - from a supplier which is definitively winding up its business activities
 - from the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws and regulations

2. Other justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

- The procurement falls outside the scope of application of the directive

Do not complete. Not applicable.

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)

Do not complete. Not applicable.

Appendix 8 PPI PIN

PPI PRIOR INFORMATION NOTICE (PIN) FOR THE OPEN MARKET CONSULTATION

This template is intended to help EU beneficiaries to prepare their PPI prior information notices. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠ *The PIN and open market consultation are optional for 'limited follow-up PPIs' (i.e. PPIs that are limited to the procurement of a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE). Such PPIs may however voluntarily choose to publish a PIN (with or without open market consultation).*

⚠ *This document was designed for joint PPIs' (standard case); for 'coordinated PPIs', please double-check the instructions, to make sure they work.*

The PIN has to be filled out online on the [TED – tenders electronic daily website](#). Use the English version of the simap standard form that is most appropriate for your type of organisation:

- for lead procurers in the public sector: 'Prior information notice'*
- for lead procurers in the utilities sector: 'Periodic indicative notice – utilities'*
- for lead procurers in the field of defence and security: 'Prior information notice for contracts in the field of defence and security'.*

In addition to English, you may publish the contract notice (or a summary) in any other language(s).

Remember that publication of the PIN in TED is only a first step. The open market consultation must be actively promoted and advertised widely to potential tenderers across Europe, using in particular also Horizon Europe Internet sites and HE National Contact Points. Promote it also via large European industry events across Europe, relevant industry initiatives at EU level (e.g. European partnerships, EIPs, PPPs, Horizon Europe Missions), sectorial industry associations and chambers of commerce across Europe (e.g. the Enterprise Europe Network), relevant sectorial and innovation procurement related social media channels. In order to treat all potential tenderers equally, such targeted promotion activities can only start AFTER the publication of the PIN in TED.

A copy of the draft PIN must be submitted as a deliverable to the EU granting authority at the latest 5 days before it is sent for publication to the EU Publication Office (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your PIN and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Prior information notice

Directive 2014/24/EU

This notice is for prior information only

This notice aims at reducing time limits for receipt of tenders

This notice is a call for competition

Interested operators must inform the contracting authority of their interest in the contract(s). The contract(s) will be awarded without publication of a further call for competition.

Select the first bullet ('This notice is for prior information only').

I.1) Name and addresses¹ (please identify all contracting authorities responsible for the procedure)

Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:		Telephone:	
E-mail:		Fax:	
Internet address(es) Main address: (URL) Address of the buyer profile: (URL)			

If the lead procurer is responsible for carrying out a joint open market consultation (see I.2.), give the contact details of the lead procurer and all the procurers in the buyers group.

If procurers carry out separate open market consultations (see I.2.), each procurer must complete a separate PIN for its own open market consultation and give his own contact details.

In the internet addresses section, give the project website if you do not want to use the general website of the procurer(s) involved. Use the address of the buyer profile of the procurer(s) involved.

I.2) Joint procurement

<input type="checkbox"/> The contract involves joint procurement In the case of joint procurement involving different countries, state applicable national procurement law: <input type="checkbox"/> The contract is awarded by a central purchasing body

Select 'yes' for the first question ('The contract involves joint procurement'). The EU Public Procurement Directives do not distinguish between joint and coordinated procurements.

- Provide the following 2 types of information in the free text field for 'In the case of joint procurement involving different countries, state applicable national procurement law': clarify who is responsible for which parts of the procurement

Explain:

for joint PPIs whether:

- the lead procurer is responsible for the whole procurement procedure, i.e. for coordinating the open market consultation, joint tendering, joint evaluation of offers and joint contracting of all PPI contracts

or

- the lead procurer is only responsible for part of the procurement procedure and each procurer in the buyers group is responsible for the rest (e.g. the lead procurer is responsible for coordinating the open market consultation, the joint tendering, the joint evaluation of offers and possibly also the award of a framework contract/agreement, but each procurer in the buyers group is responsible for the specific contracts for the innovative solutions it buys for itself)

for coordinated PPIs whether:

- the lead procurer is responsible for preparing the jointly agreed tender specification and for coordinating a joint open market consultation, but each procurer in the buyers group is responsible for carrying out a separate procurement for the innovative solutions it buys for itself

or

- the lead procurer is responsible for preparing only the jointly agreed tender specifications, but each procurer in the buyers group is responsible for carrying out a separate open market consultation and a separate procurement for the innovative solutions it buys for itself

- state the applicable national procurement law(s)

Use this text:

This PIN provides early information about the expected starting date and purchase volume *[OPTION for all PPIs (except limited follow-up PPIs without open market consultation): and about the open market consultation that is organised in preparation of this public procurement of innovative solutions (PPI).]*.

The procurement aims to purchase [insert number of innovative solutions planned to be purchased] units of innovative solutions corresponding to a purchase volume of [insert number of planned purchase volume] euros that address the following challenge: [specify the subject and scope of this PPI e.g. *improving the energy efficiency of buildings*].

The innovative solutions to be procured must outperform existing solutions that are widely available on the market regarding the following requirements: [indicate the main target quality/efficiency and/or functionality/performance improvements that the buyers group requires, compared to the best available state-of-the art technology, e.g. *30 % energy efficiency improvement, interoperability*].

Only innovative solutions that are brought to the market by [insert the planned date for the launch of the PPI request for tenders or the date for conformance testing/certification/quality labelling if that is planned to take place before the launch of the PPI request for tenders] can be taken into account.

[OPTION for coordinated PPIs with separate open market consultations: Refer to the project website for more information about the open market consultations and call for tenders for other related coordinated procurements that are taking place.]

Provide any other relevant information. If needed to cope with the character-limit in the forms, distribute text also over 'II.2.4) Description of the procurement' and 'II.2.14) Additional information'.

II.1.5) Estimated total value²

Value excluding VAT: [] Currency: [] [] []
(for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of the framework agreement or dynamic purchasing system)

Give the estimated total value and currency of the PPI contracts (excluding VAT).

II.1.6) Information about lots

This contract is divided into lots yes no
Tenders may be submitted for ¹² all lots maximum number of lots: [] one lot only
 Maximum number of lots that may be awarded to one tenderer: []
 The contracting authority reserves the right to award contracts combining the following lots or groups of lots:

For PPIs with lots select 'yes'. Consider carefully the consequences of restricting the number of lots that tenders may be submitted for, if applicable.

II.2) Description¹

II.2.1) Title: ²	Lot No: ²
-----------------------------	----------------------

Only fill in if lots are used. Fill in the title and number of each lot.

II.2.2) Additional CPV code(s)²

Main CPV code:¹ [] [] . [] [] . [] [] . [] [] Supplementary CPV code:^{1,2} [] [] [] []

Only fill in if lots are used. Use the CPV codes for each lot.

II.2.3) Place of performance

NUTS code:¹ [] [] [] [] [] [] Main site or place of performance:

Fill out the 'NUTS codes' of the countries of all the procurers that are buying innovative solutions through the PPI.

For the 'Main site or place of performance' specify the place of performance requirement(s) and the location(s) for testing:

[OPTION for PPIs that involve security-related goods/services: At least [insert the percentage chosen by the buyers group or imposed by the HE call conditions for this PPI; if there are sufficient providers able to do the work in Europe, it is typically set at 100% for security reasons]% of the contracted work on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

In addition, contractors must ensure that none the contracted work is performed in countries nor by entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁷⁴ (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

In case conformance testing/certification/quality labelling is required, include the countries in which this will take place: [Conformance testing]/[Certification]/[Quality labelling] is expected to take place in the following countries [insert the relevant countries] [additional OPTION for PPIs that involve security-related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. specific minimum percentages for the place of performance requirement, or specific restrictions on the countries in which testing or other work must be performed). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

II.2.4) Description of the procurement:

(nature and quantity of works, supplies or services or indication of needs and requirements)

Explain any differences in scope per lot.

This PPI procurement is *[OPTION for coordinated PPIs: part of a set of coordinated procurements that are]* implemented by different procurers across Europe that are all facing the same common challenge and are thus looking for similar solutions (so-called 'buyers group').

Indicate briefly which part concerns the core functionality and performance requirements that are common to all procurers in the buyers group (and, if applicable, which part concerns additional 'local' functionality due to differences in the local context of some of them). Refer to the project website for more detailed information about the joint requirements.

Explain (per lot, in case lots are used) how the procurement will be implemented:

The procurement will be implemented as follows:

Explain whether conformance testing/certification/quality labelling is required and when it will take place (before launching the contract notice and the request for tenders or as part of the evaluation procedure before contract award). Use one of the following options:

[OPTION 1: On [insert the planned date for conformance testing if that is planned to take place before the launch of the PPI request for tenders], a conformance testing is planned [and quality labelling] to establish if there are vendors on the market that can meet the requirements.]

[OPTION 2: As part of the tender evaluation procedure, it will be evaluated before contract award if the tenderers can meet the requirements [and have obtained proof of [conformance testing]/[certification]/[quality labelling] of their solution from the appropriate designated bodies].]

⁷⁴ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Explain where and when interested tenderers can obtain additional information about the modalities for conformance testing/certification/quality labelling (e.g. in a separate document published on the project website or – in case open market consultations with several rounds are used – in a future updated PIN that will be published after a first round of open market consultation, or in the PPI request for tenders).

Explain briefly key implementation specificities of the procurement procedure(s) (e.g. for coordinated PPIs with a joint open market consultation: explain which procurers in the buyers group will buy which volume/type of solutions by when and how their procurement procedure(s) is/are coordinated, in case of a competitive dialogue indicate how long the dialogue phase is expected to take and how it will be implemented, e.g. in how many different stages).

Contract implementation will consist of a deployment phase (which is expected to be completed [insert number] months after contract award) and an operational validation phase ([insert a number that reflects an appropriate duration for evaluating the impacts on conversion into permanent service of the solutions] of months – during which the solutions will be evaluated in real-life operational conditions).

For coordinated PPIs with a joint open market consultation, explain differences in timing of the phases for the different procurers in the buyers group.

Indicate briefly whether the operational validation will be done by an independent third party or not and what role the contractors will need to play during the evaluation.

Specify the IPR regime:

[OPTION 1 for PPIs where the IPR stays with the contractors (standard option for HE funded PPIs): The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate in the PPI and will be able to use them to exploit the full market potential of their innovative solutions i.e. beyond this procurement. [The market potential is estimated at [insert available figures about the potential total market size, i.e. beyond this procurement].]

[OPTION 2 for PPIs where the IPR stays with the procurers (exceptional situation for HE funded PPIs): The procurer(s) will retain ownership of the intellectual property rights (IPRs) that the contractors generate in the PPI because [explain briefly the reason why]. However the contractors will be granted access rights and will be able to use them to exploit the market potential of their innovative solutions i.e. beyond this procurement [mention applicable restrictions, if any]. [The market potential is estimated at [insert available figures about the potential total market size, i.e. beyond this procurement].]

Provide any other relevant information. If needed to cope with the character limit in the forms, distribute text also over 'II.1.4) Description of the procurement' and 'II.2.14) Additional information'.

⚠ Do not forget that if you change the quality/price requirements and/or extend the buyers group for a case where conformance testing happens before launching the PPI request for tenders, updated information should be published in a second PIN (published once the set-up is finalised).

II.2.5) Award criteria ¹²

- Criteria below
- Quality criterion – Name: / Weighting: ^{1,2,20}
- Cost criterion – Name: / Weighting: ^{1,20}
- Price – Weighting: ²¹
- Price is not the only award criterion and all criteria are stated only in the procurement documents

Select one of the 2 options ('Criteria below' OR 'Price is not the only award criterion and all criteria are stated only in the procurement documents').

If you select the first option ('Criteria below'), you must indicate all the criteria and their weighting.

Note that evaluation of the tenders must be based on best value for money criteria (not just lowest price).

II.2.6) Estimated value ^{2,5,6,19}

Value excluding VAT: [] Currency: [] [] []
 (for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of this lot)

Only fill in if lots are used.

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system ^{5,6,19}

Duration in months: [] or Duration in days: []
 or Start: (dd/mm/yyyy) / End: (dd/mm/yyyy)

This contract is subject to renewal
 Description of renewals:

Enter the duration.

II.2.10) Information about variants ¹²

Variants will be accepted

Complete as applicable. Consider that accepting variants is an effective way to induce innovation.

II.2.11) Information about options ^{5,6,19}

Options
 Description of options:

Complete as applicable.

II.2.13) Information about European Union funds ^{5,19}

The procurement is related to a project and/or programme financed by European Union funds yes no
 Identification of the project:

Select 'yes'.

Use this text:

This procurement receives funding from the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] — [insert project acronym] (see [insert project website]).

[additional OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PPI budget is funded by other EU programmes, for example the European Regional Development Fund (ERDF)): This procurement receives also funding from the [OPTION 1 for EU programmes: European Union's [insert name of EU programme]] [OPTION for 2 national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union]: [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement, but is not participating as a contracting authority in the procurement.

Note that it is NOT allowed for one and the same procurer to receive funding for his part of the PPI budget from different EU programmes (e.g. Horizon Europe and ERDF). But it is possible for different procurers in the buyers group to receive funding from different EU sources.

II.2.14) Additional information:

Provide relevant additional information, if applicable.

II.3) Estimated date of publication of contract notice: ^{9,19} (dd/mm/yyyy)

Enter the date.

Section III: Legal, economic, financial and technical information ^{5,6,19}

As this PIN is NOT a call for competition, do NOT complete any of the sub-sections in Section III.

Section IV: Procedure

As this PIN is NOT a call for competition, do NOT fill in any of the subsections of Section IV, except for sub-section IV.1.8 which needs to be completed as follows:

<p>IV.1.8) Information about the Government Procurement Agreement (GPA) The procurement is covered by the Government Procurement Agreement <input type="radio"/> yes <input type="radio"/> no</p>

Select 'yes' if WTO GPA is applicable to the PPI.

Select 'no' if WTO GPA is not applicable to the PPI.

Section VI: Complementary information


VI.2) Information about electronic workflows ^{5,19}

<p><input type="checkbox"/> Electronic ordering will be used <input type="checkbox"/> Electronic invoicing will be accepted <input type="checkbox"/> Electronic payment will be used</p>
--

Do not fill in. This is not a notice for a call for competition or a notice that aims at reducing time limits for receipt of tenders.

VI.3) Additional information:²

--

 Open market consultations are mandatory for all PPIs, except limited follow-up PPIs without open market consultation. For the latter, adapt the text as appropriate.

This PIN is published to announce an open market consultation on a future procurement procedure. The PIN is not a commitment to procure.

The open market consultation will provide you with an overview on the procurement objectives, the PPI process and the main clauses of the contract. You will also have the opportunity to ask questions. It will be held in English [and [add additional language(s), if any]].

Choose option 1 or 2 below, depending on whether there are participation and/or control restrictions for the open market consultation or not (not applicable for limited follow-up PPIs or low-value PPIs below national procurement thresholds without open market consultation):

[OPTION 1 by default (no restrictions): This PIN invites all interested operators to take part in an open market consultation. Participation in the open market consultation is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁷⁵. All information provided during the open market consultation and other background information will be published online in English [and [add additional language(s), if any]] on the project website ([insert the project website]).]

[OPTION 2 if there are participation and/or control restrictions (based on HE call conditions or other considerations): [Explain what is the reason why the participation is restricted (e.g. explains what are the security aspects that need to be safeguarded)] This PIN invites all interested operators established in [and controlled from] [add the list of countries to which participation and/or control is restricted⁷⁶] to take part in an open market consultation. Participation in the open market consultation is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁷⁷. All information provided during the open market consultation and other background

⁷⁵ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

⁷⁶ See [Guidance on participation in Horizon Europe restricted calls](#).

⁷⁷ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

information will be provided to all operators that meet the above requirements and are interested in the PPI in English [and [add additional language(s), if any]].]

⚠ Not participating in the open market consultation will not exclude you from participating in the PPI call for tender.

All communication (before, during and after the procurement) will be carried out in English [and [add additional language(s), if any]]. Offers for the PPI call for tender will be accepted in English [and [insert additional language(s), if any]].

Give information on the timing. Choose the timing in such a way that you ensure that this PIN is published 45 days before the start of the first meeting of the open market consultation:

The open market consultation will be organised in the form of a [insert the format e.g. *physical meeting(s)* (e.g. *plenary style meeting(s)*, *face-to-face meeting(s)*, *online meeting(s)* (e.g. *webinar* or *online Q&A forum*), or a *combination of those*] that will be held in [insert venue(s)] on [insert date and time or period].

[Please register by [insert date].]

[additional OPTION if tenderers are allowed to supply additional confidential information e.g. via e-mail or in a face-to-face meeting during the open market consultation: Please indicate [by [insert date]] [together with the registration for the open market consultation] if you want to supply (under a non-disclosure agreement) additional confidential information that you do not wish to reveal in public during the open market consultation.]

[OPTION if for example a questionnaire is used: Please submit the following information by completing the open market consultation questionnaire [insert link to the questionnaire] by [insert date].]

⚠ Do not forget that you must ensure equal treatment to all interested economic operators in all instances, including also in face-to-face meetings. Such meetings can therefore only be used to *listen* to the economic operators, but may not be used to *give* any additional information to the economic operators (except information also provided to all other operators).

[OPTION for coordinated PPIs with separate open market consultations: Please note that other procurer(s) are also carrying out open market consultations for procuring similar innovative solutions. More information about this: [insert project website page that lists all ongoing/planned open market consultations website organised by procurers in the buyers group].]

[OPTION for follow-up PPIs (normal and limited with PIN): This PPI procurement was preceded by a pre-commercial procurement (PCP). For more information about this PCP, see [insert website PCP project and reference to PIN, contract notice and contract award notice of the PCP].]

Check carefully if the call conditions for your HE grant restrict participation and/or control of economic operators that can participate. If yes, they prevail and must be applied. If no, and it is not absolutely needed for security reasons, then do NOT restrict participation or control for the market consultation on your own initiative. It will benefit your procurement to have an open PIN – even if later the participation in the procurement itself is restricted to operators from certain countries.

VI.4) Procedures for review ^{5,19}

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Fill in the applicable review body responsible for review procedures for open market consultations (if provided for by national law). Not needed for limited follow-up PPIs without PIN.

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: <i>(URL)</i>		Fax:

Fill in the applicable review body responsible for review procedures for open market consultations (if provided for by national law). Not needed for limited follow-up PPIs without PIN.

VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:

Fill in precise information regarding the applicable time lines (if review body provided for by national law). Not needed for limited follow-up PPIs without PIN.

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: <i>(URL)</i>		Fax:

Fill in accordingly (if review body provided for by national law). Not needed for limited follow-up PPIs without PIN.

VI.5) Date of dispatch of this notice: *(dd/mm/yyyy)*

Enter the date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ please repeat as many times as needed

² if applicable

³ please repeat as many times as needed if this notice is for prior information only

⁴ if this information is known

⁵ please provide this information if the notice is a call for competition

⁶ as far as information is already known

⁹ please provide this information only if this notice is a prior information notice

¹² please provide this information here or in the invitation to confirm interest, if the notice is a call for competition or aims at reducing time limits for receipt of tenders

¹⁹ if the notice aims at reducing time limits for receipt of tenders

²⁰ importance may be given instead of weighting

²¹ importance may be given instead of weighting; if price is the only award criterion, weighting is not used

Appendix 9 PPI RFT

PPI REQUEST FOR TENDERS

This template is intended to help EU beneficiaries to prepare their PPI requests for tenders. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠️ *The request for tenders is mandatory for all types of PPI procurements (including 'limited follow-up PPIs', i.e. PPIs for a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE).*

⚠️ *This document was designed for joint tenders ('joint PPIs'; standard case); for coordinated tenders ('coordinated PPIs'), please double-check the instructions, to make sure they work.*

*Since PPI requests normally fall under the EU public procurement directives, your normal templates should normally work. Adapt them according to the instructions in this document and then cross-check against the applicable national law. Make sure **that you draft the request for tenders in a way that is in line with the requirements for Horizon Europe funded PPIs in the** (see [EU AGA — Annotated Grant Agreement](#), art 6.2.D.5 and Annex 5).*

⚠️ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your request for tenders and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*

1. General context and background

Explain that the procurement is a public procurement of innovative solutions (PPI).

Mention which EU Public Procurement Directive and national public procurement laws apply.

Mention that the PPI is part of an EU project — a HE grant and possibly other EU grants (use same wording as in section II.2.13 of the contract notice) — and that the contracts will therefore be subject to additional rules that come from the EU grant(s).

Indicate if the PPI is a limited follow-up PPI (i.e. for a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE) or not:

- If 'YES' provide information about the results/outcomes of the preceding PCP and the URL to the PCP project website. Explain the procurement setup followed (*explain if there is no open market consultation and the PPI uses the negotiated procedure without publication; explain that offers will be asked from at least 3 economic operators, including the providers that successfully completed the PCP*).
- If 'NO' because a normal (i.e. non-limited) follow-up PPI, provide information on the results/outcomes of the PCP and the URL to the PCP project website. Mention that there was an open market consultation for the PPI and provide the link to the summary of the outcomes of this open market consultation and the Q&A on the PPI project website.
- If 'NO' because no follow-up PPI, mention that there was an open market consultation for the PPI and provide the link to the summary of the outcomes of this open market consultation and the Q&A on the PPI project website.

⚠️ *There are 2 types of follow-up PPIs, i.e. those for a limited set of prototypes and/or test products and those for a commercial volume of the innovative solutions developed during the PCP. For the first, there is no requirement to perform an open market consultation for the PPI; for the latter there is a requirement to perform an open market consultation for the PPI.*

In case the PPI is a low-value PPI (i.e. the procurement value is below national procurement thresholds), provide information about any prior preparatory activities and/or market engagement that has taken place to prepare the PPI.

2. Tender profile: Goods/services to be procured, tender closing time, procurers, contracting approach, budget, timetable and IPR

2.1 Description of goods/services/work to be procured

Indicate the PPI challenge to be addressed and the requirements that the procurers have set in terms of functionality, performance. Define the required quality improvements and possibly also price requirements for the innovative solutions (use same wording as in contract notice). Indicate clearly also the minimum requirements that solutions must meet.

Explain clearly who is procuring which/how many innovative solutions and where and when they need to be delivered.

Explain the drivers behind the PPI (i.e. why the solutions are needed; why the current solutions don't meet the needs; if they are linked to regulatory requirements and/or the need for standardisation or certification).

Indicate which part of the requirements concerns the core functionality and performance requirements that are common to all procurers in the buyers group (and if applicable, which part concerns additional functionality due to differences in the local context of some of them). Refer to the project website for more detailed information about the joint requirements.

Mention whether variants are accepted or not. Explain that variants must meet the minimum requirements.

In case of PPIs with lots, clarify if different lots must be evaluated together (to assess dependencies and interoperability).

Explain that contract implementation will consist of a deployment phase (expected to be completed [insert number] months after contract award) and an operational validation phase ([insert number] of months — during which the solutions will be evaluated in real-life operational conditions). In case of coordinated PPIs with different time lines, explain differences in timing of the phases for the different procurers in the buyers group.

List the metrics/indicators that will be used to evaluate the solutions in real-life operational conditions (in particular to measure how far they reach the set targets).

Specify which resources contractors need to set aside for the evaluation. Indicate if the procurers plan to carry out the evaluation sequentially or in parallel at the different sites.

Describe the objectives, their associated output and results and the tasks to be carried out (milestones and deliverables) for each of the 2 phases (deployment and operational validation) and lots/specific contracts (if applicable).

Do not forget to include the following deliverables:

- for each interim deliverable, a section that explains the IPR measures taken by the contractors to protect the results of the innovative activities
- at the end of the tender evaluation, abstracts of the winning tenders (in the format required by the EU for publication)
- at the end of the PPI, a summary of the main results achieved by each contractor and conclusions from the PPI (in the format required by the EU for publication)
- a deadline by which the contractors must agree on the text for the summary of overall lessons learnt and results achieved from the PPI, for publication
- at the end of the PPI, a final demonstration to the EU of the innovative solutions procured.

Unless explicitly exempted by the HE call conditions of your grant, describe in the tender how the gender dimension (i.e. sex and/or gender analysis) should be taken into account in the contracts/ the proposed R&I content of the PPI. Note that this question relates to the content of the planned contract activities, and not to gender balance in the teams in charge of carrying out the contracts. Sex and gender analysis refers to biological characteristics (such as differences between males and females) and social/cultural factors (such as ethnicity, disability and sexual orientation) respectively⁷⁸. For example, in healthcare related projects that involve testing, the gender dimension

can be taken into account by including testing on persons of all possible sexes (ensuring a healthy mix with both male and female test subjects).

⚠ Note that since you are required for your HE grant to award the tender on best value for money solutions, not to the lowest price only solutions, make sure to include NOT ONLY requirements regarding the price, but also regarding quality improvements of the innovative solutions.

To describe the common challenge, use functional or performance based specifications that include minimum requirements that solutions must meet, rather than prescribing a specific solution. Ensure that the specifications are based on an analysis of the procurers' needs and take into account the feedback from the PPI open market consultation or from the preceding PCP. Ensure that the scope of the PPI does not include the procurement of R&D services. Ensure that the targets for the quality/efficiency improvements are set so that they clearly target innovative solutions that are not widely deployed on the market yet. Ensure that the PPI focuses on one common (core) challenge that requires a solution that is to a significant extent similar across the different countries (and can therefore be procured together – jointly or coordinated). Allow variants if possible (they encourage innovation).

2.2 Tender closing time

Specify the tender closing time.

2.3 Procurer(s) and other parties involved in the PPI

Explain the procurer set-up (i.e. which procurer(s) is/are launching this PPI request for tenders; how it is linked to the EU project (is this procurement the single joint PPI procurement or one of several coordinated PPI procurement(s)); who is the lead procurer and what his role is in this particular procurement (i.e. that he coordinated the creation of common tender specifications; if he also carried out a common open market consultation or not; if he also launched the request for tenders for this PPI or not; if he is also part of this PPI or not; if he is also mandated to sign contracts for this PPI or not); if there are third parties giving in-kind contributions; if there are preferred partners; what the third parties/preferred partners will do, which information they will get access to, etc).

Explain the profile of the procurer(s) that are launching this request for tenders (role and function; scope of their activities and responsibilities and how the innovative solutions procured fit into their plans to modernize their public services).

⚠ Note that the lead procurer has a less prominent role for coordinated PPIs than for joint PPIs (see section I.2 of the prior information notice for more info about the role of the lead procurer in different joint and coordinated PPI set-ups). In case of joint PPIs, there is only one joint PPI request for tenders launched. In case of coordinated PPIs, there are several separate PPI requests for tenders launched by the individual procurers in the buyers group.

Note that only procurers from countries that are eligible for Horizon Europe funding can be lead procurer and/or part of the buyers group since only they can participate as beneficiaries in the Horizon Europe project Other entities can however perform other tasks for the PCP without obtaining EU funding (e.g. provide input for the open market consultation, test solutions, put resources at the disposal of the project e.g. for testing, act as preferred partner).

2.4 Contracting approach

Explain the contracting approach (i.e.:

- which procedure will be used: open/competitive dialogue/negotiated procedure
- if conformance testing/certification/quality labelling is required and when (before launching the request for tenders or afterwards as part of the tender evaluation)
- if lots or framework agreement/contract with specific contracts will be used
- expected number of contracts to be awarded (per lot/specific contract, where applicable)
- if the lead procurer has a mandate to sign contracts for the buyers group).

If conformance testing/certification/labelling still needs to be done, explain how it will be implemented, in particular:

- by whom: by the procurer(s) themselves or by an independent third party
- when: when exactly in the procurement procedure (in any case before contract award)
- costs: who will carry the costs for conformance testing/certification/quality labelling (the procurer(s), the tenderers or a combination of both)
- requirements: what features are verified during conformance testing/certification/labelling.

⚠ PPI procurements are normally NOT allowed to use:

- the restricted procedure with shortened time-limit for urgency reasons
- the innovation partnership procedure (PPI does not cover the procurement of R&D).

Limited follow-up PPIs (i.e. PPIs that for a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE) may use a negotiated procedure without publication (i.e. no call for tender published, request for tender sent to at least 3 operators, including all those that successfully completed the preceding PCP). Low value PPIs (i.e. PPIs with a procurement value below the applicable national procurement threshold) may use the procedures foreseen for such procurements by the applicable national procurement law(s).

If direct contracts are used in a joint PPI, the procurer(s) can choose to make the lead procurer responsible for contracting (or not). If the lead procurer is made responsible, he signs for the buyers group. Otherwise each procurer signs for the innovative solutions it buys for himself.

If framework contracts/agreements are used in a joint PPI, procurers are advised to make the lead procurer responsible for signing the framework contract/agreement, while each individual procurer remains responsible for signing the specific contract for the innovative solutions it buys himself that reflects its additional local functionality.

2.5 Total budget and budget distribution

Explain the budgetary set-up, specifying in particular:

- the total budget for the PPI
- the amount/budget of the innovative solutions that are planned to be procured (per lot/specific contract per procurer, if applicable)
- the maximum budget per lot, where applicable
- the maximum budget per specific contract, where applicable
- the number of contractors that are expected to be selected (per lot/specific contract, where applicable)
- the planned and maximum duration of the PPI contracts (including the duration for each lot/specific contract, if applicable).

2.6 Time schedule

Explain the planned time schedule.

Make sure that the PPI covers 2 phases (deployment and operational validation — for evaluating the results and the impact of the innovative solutions on the conversion into permanent service).

Reflect the time schedule for both phases. Indicate clearly the target date for completing the deployment of the innovative solutions, which is also the target date for the procurer(s) to start to operate the procured solutions in real-life operating conditions and to evaluate the results.

If providers need to remain involved during the operational validation phase, indicate this clearly. Clarify also how the validation in real-life operating conditions will take place (duration of the evaluation, evaluation methods, indicators, etc).

⚠ Ensure that the PPI call for tender remains open for submission of tenders for at least 60 days (not applicable if the PPI concerns a limited follow-up PPI or a low-value PPI). In any case, ensure that there is sufficient time for tenderers to prepare high quality bids.

The procurer(s) may award the contracts for deployment and the contracts for the operational validation to different economic operators (*e.g. in case evaluation of results is to be carried out by an independent third party*).

The deployment phase may be divided into several deployment phases (*e.g. from month x-y deployment in country a, from month u-v deployment in country b etc*). Likewise for the operational validation phase.

Foresee, if applicable, a special annex that describes in detail the specificities of the deployment and evaluation of operating the procured innovative solution(s).

2.7 IPR

Ownership of results (foreground)

Indicate that each contractor will keep ownership of the IPRs attached to the results they generate (standard option — unless exceptional duly justified cases, *e.g. when the contractor is not able to protect or exploit the results*).

Specify that the tendered price is expected to take this IPR allocation into account.

If ownership remains with the contractor, summarise briefly any access and licensing rights on results that the procurer/buyers group wishes to retain.

If ownership is transferred to the procurer/buyers group, explain clearly why this deviation is needed, and indicate under which conditions the contractors will get access rights to use and commercially exploit their results to a wider market.

For PPIs with control restrictions due to strategic interests in the HE call conditions, use the following option: *[additional OPTION for PPIs with control restrictions due to strategic interests: The contractors must ensure that the results are not subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 of this request for tenders — unless otherwise agreed with the granting authority.]*

⚠ Choose 'procurer' above if this is a request for tenders for a coordinated PPI procurement carried out by one individual procurer. Choose 'buyers group' if this is a request for tenders for a joint PPI.

Check carefully if the call conditions for your HE grant impose specific requirements (*e.g. control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

Commercial exploitation of results

Explain to potentially interested tenderers that there is potential for them to commercially exploit the results of the PPI contracts, since the procurement need corresponds to a wider market need. Describe the potential market (and its estimated size) for the innovative solutions beyond the PPI procurer(s).

Provide information about:

- whether contractors are required to undertake specific activities beyond product development to commercially exploit the results, *e.g. contribution to standardisation*
- activities that the procurer(s) themselves plan to undertake to help remove barriers for wider deployment of the innovative solutions (*e.g. promotion of the results of the PPI towards other public procurers, contribution made by the demand side to regulation, standardisation*).

Specify if the PPI is subject to exploitation restrictions/additional exploitation obligations under the HE call conditions of your grant, e.g.:

[OPTION if there are participation and/or control restrictions in the HE call conditions: The contractors may not transfer ownership of their results or grant licences to third parties which are established in countries which are not *[include the list of eligible countries set out in the HE call conditions]* (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the contracting authority who will request prior approval from the granting authority that is co-financing the PPI.]

[OPTION if there are additional obligations related to standardisation in the HE call conditions: The contractors must promote the dissemination of their results, in particular through *[publications and]* contribution to standardisation. The contractors and the contracting authority will establish at the start of the contract a list of *[planned publications about the results and]* appropriate standards to contribute to, and will keep this list updated throughout the contract. The contractors must — up to *[complete]* years after the end of the PPI — inform the contracting authority, who will inform in its turn the granting authority that is co-financing the PPI, if the results could reasonably be expected to contribute to European or international standards.]

[OPTION if there are additional obligations in case of a public emergency in the HE call conditions: In case of a public emergency, the contractors must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions.]

Where the HE call conditions impose additional exploitation obligations, add them here.

For more information, see section **XXX** in the *[Contract] [Framework Agreement][Framework Contract][or][Specific Contract]* that describes in more detail the rights and obligations regarding exploitation of results.

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific exploitation obligations or control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

Declaration of pre-existing rights (background and sideground)

Explain that the ownership of pre-existing rights will remain unchanged (standard option — unless exceptional duly justified cases).

Explain that in order to be able to distinguish clearly between results and pre-existing rights (and to establish which pre-existing rights are held by whom):

- tenderers will be requested to list the proposed list of pre-existing rights that they wish to use for their proposed solution in their offers
- procurer(s) and contractors will establish a agreed list of pre-existing rights to be used before the start of the contracts.

If already known, declare whether any relevant background is held by the procurer(s) or third parties providing in-kind contributions (and specify those that are available for use and those that must be used to build upon for delivering the innovative solutions for the PPI).

For PPIs with control restrictions due to strategic interests in the HE call conditions, add the following option: *[additional OPTION for PPIs with control restrictions due to strategic interests:* The contractor must ensure that background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from the list of pre-existing rights agreed between the contractors and the contracting authority that will be used for the PPI — unless otherwise agreed with the contracting authority.]

Note that impact the exploitation of results should be understood as making the exploitation of the results subject to control or restrictions, for example if exploitation would require the agreement of the entity owning the background. If such background needs to be used this must be agreed with the granting authority.

Define clearly the allocation of the rights to use for background (which rights to use, for how long do the procurers obtain for the background rights that are held by the contractors) and explain that this allocation of rights to the procurers need to be taken into account in the financial offer.

Ensure that entities which are under the same control as the procurers in the buyers group also have the same access to background: Rights to use the background related to the developed solution must be granted under the same conditions as above to entities that are under the direct or indirect control of procurers of the buyers group, or under the same direct or indirect control as procurers of the buyers group, or directly or indirectly controlling procurers of the buyers group *[OPTION for PPIs with control restrictions in the HE call conditions:; subject to applicable control restrictions]*.

⚠ The background meant here is not the same background as in the Horizon Europe grant agreement (here it relates to the procurement; there it relates to the grant agreement).

Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *control restrictions*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do sso and in agreement with the granting authority.

3. Evaluations of tenders

In case lots or framework agreements/contracts are used, explain both the conditions/procedure for the framework contract/agreement and for the specific contracts/lots.

3.1 Eligible tenderers, joint tenders and subcontracting

Eligibility of tenderers

Explain the eligibility conditions. Explain whether the call for tenders is open to all types of operators (companies or other type of legal entities) or whether there are any eligibility restrictions:

[OPTION 1 by default (no restrictions): Participation in the tendering procedure is open on equal terms to all types of operators [OPTION for PPIs where the open market consultation has shown that there are sufficient potential interested bidders with good price/quality solutions in the EU Member States and HE associated countries and there are NO international public procurement agreements such as the WTO GPA or other bilateral public procurements between the EU and third countries that apply: that are established in EU Member States or Horizon Europe associated countries⁷⁹] [OPTION for PPIs where the open market consultation has shown that there are NOT sufficient potential interested bidders with good price/quality solutions in the EU Member States and HE associated countries or where there ARE international public procurement agreements such as the WTO GPA or other bilateral public procurement agreements between the EU and third countries that apply: that are established in [add WTO GPA signatory countries and other third countries with whom the EU has applicable bilateral public procurement agreements]] on equal terms, regardless of their geographic location, size or governance structure.

As a minimum, participation must be open to tenderers from EU Member States, HE associated countries and other countries with which the EU has an agreement in the field of public procurement. This means that; 1) if the WTO Government Procurement Agreement applies to the PPI, then participation must also be open to tenderers from States that have ratified this agreement. 2) if a bilateral agreement on public procurement between the EU and another third country applies to the PPI, then participation must also be open to tenderers from that third country. Participation must be open to all types of operators from any of the above eligible countries, regardless of their geographic location, size or governance structure.]

[OPTION 2 if there are participation and/or control restrictions in the HE call conditions: Participation in this call for tenders is open only to interested operators established in [and controlled from] [add the list of countries to which participation and/or control is restricted].

⁷⁹ [List of Horizon Europe participating countries.](#)

If there are control restrictions, explain further what 'control' means and what type of evidence tenderers must provide in order to enable the contracting authority to assess control. 'Control' is defined as the possibility to exercise decisive influence on the operator, directly or indirectly, through one or more intermediate entities, 'de jure' or 'de facto'. Each tenderer must complete Annex [xxx] Declaration of ownership and control to indicate its country of establishment and its country/ies of control and must present the supporting evidence normally acceptable under the law of that/those country/ies as requested in Annex [xxx]. In addition, such a declaration (and supporting evidence) must be submitted for each subcontractor, expert and other entities on whose capacity the tender relies). Additional evidence may be requested by the contracting authority after the submission deadline.

Please note that in case of participation and/or control restrictions, the contractors will have to ensure that the participation and/or control requirements are extended to their subcontractors, affiliated entities and other third parties (including suppliers of components used for the innovative solution) and that any cooperation with nationals of third countries that are not eligible countries or that are controlled by such a country and/or by a national of such a country does not affect the strategic assets, interests, autonomy or security of the EU and its Member States and avoids potential negative effects over security of supply of inputs that are critical to the procurement.]

Please also note that participation in the PPI contracts is not open to entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁸⁰ — in any capacity (not as main contractor, member of a grouping/consortium, subcontractors, experts, any other type of entity on whose capacity the tender relies or other third parties that are cooperated with). In order to ensure that the EU restrictive measures are respected throughout the supply chain that will be involved in delivering the contract results, the contractors must ensure that these obligations also apply to their subcontractors, affiliated entities and other third parties (including suppliers of components used for the innovative solution) they cooperate with in the research, development, testing and subsequent commercialisation of the results, as well as to any entities succeeding them in their ownership or development of the results.

 The Horizon Europe eligible countries are explained in the List of Horizon Europe participating countries.

Keep in mind the special situation of some countries:

- United Kingdom — The UK is no longer an EU Member State and (currently) it is also not a Horizon Europe associated country. Therefore, when the WTO GPA applies to the PPI, then the PPI call for tenders must be open to UK entities. However, when the WTO GPA does not apply to the PPI procurement, then, as long as there is no Horizon Europe association agreement with the UK that has legal effect (either through provisional application or its entry into force), the UK is to be considered just like any other non-associated third country. Following the recent agreement between the UK and the EU, this will still be the case for all calls under the 2023 work programme. It is expected that the UK will be able to fully participate as from calls that are launched under the 2024 HE Work Programme until the end of Horizon Europe in 2027.
- Ukraine — There is a Horizon Europe association agreement with Ukraine that has legal effect.
- Russia and Belarus — Given the illegal invasion of Ukraine by Russia and the involvement of Belarus, participation of Russian and Belarus entities in EU funded projects is very limited. For EU calls with submission deadline 10 May 2022 (or later), Russian and Belarus economic operators cannot participate in any capacity in Horizon Europe funded PPIs. Exceptions may only be granted on a case-by-case basis for justified reasons (*e.g. for projects with humanitarian purposes*) in agreement with the granting authority.⁸¹ For EU calls with submission deadline before, the restrictions were only for Russian and Belarussian operators targeted by EU restrictive measures (i.e. listed persons subject to an asset freeze, public bodies and public-controlled organisations, e.g. state-owned private entities and entities that

⁸⁰ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

⁸¹ For more info, see [FAQ explaining the impact of Ukraine related sanctions on Horizon Europe funded projects](#).

fall under one of the sector-specific restrictive measures (*e.g. aviation and space industry, dual use technology*)).

Check carefully if the call conditions for your HE grant restrict participation and/or control of economic operators that can participate. If yes, they prevail and must be applied. If no, and it is not absolutely needed for security reasons, then the PCP call for tenders MUST be open at least to operators from all EU Member States and all Horizon Europe associated countries. In case of doubt, check the degree of openness of your call for tenders with the granting authority.

Tenders submitted in collaboration with others

Provide for the rules that tenderers should respect if they wish to submit offers that are joint tenders and/or contain subcontracting.

Other


Explain that prior participation in the open market consultation (if any) is not a pre-condition for submitting a tender.

3.2 Exclusion criteria

Explain the exclusion criteria (*e.g. conflict of interest*) and the evidence to be provided that will be used for their evaluation.

3.3 Selection criteria

Explain the selection criteria and the evidence to be provided for their evaluation.

 Avoid selection criteria that are based on disproportionate qualification and financial guarantee requirements (*e.g. with regard to references from past customers, references for professional or technical qualifications and minimum turnover*).

3.4 Award criteria

Explain that there are 2 types of award criteria (on/off criteria and weighted criteria).

On/off award criteria

Explain that these are criteria that can only have value 0 or 1 and the score of the other award criteria must be multiplied by this value (so that the total score becomes 0 if a tender scores 0 on an on-off award criterion).

List the on/off criteria (*e.g. ethics and security requirements from the HE grant agreement; conditions for conformance testing/certification/quality labelling (if part of the tender evaluation, etc)*) and the evidence to be provided.

Do not forget to include the special ethics and, if applicable, security provisions from the HE grant agreement into the PPI contracts.

Do not forget that the Horizon Europe ethics requirements now also include requirements to ensure that the purchase, testing and deployment and/or use of AI is ethical, robust, safe and lawful. In case the innovative solutions that the PPI will procure may involve AI, ensure that you require tenderers to demonstrate in their offer how their solution complies with those requirements, including human oversight, transparency and trustworthiness of the AI is ensured.

You can base your ethics and security requirements for tenderers on the guidance for EU grant beneficiaries (*especially, [How to complete your ethics self-assessment](#) and the [Guidelines on the classification of information in Horizon Europe projects](#) and [Guidance on how to handle security-sensitive projects](#)*). If you re-use text from these documents, don't forget to replace 'grant beneficiaries' by 'contractors' and 'research' by 'innovation' (PPI contracts may not procure R&D).


Require ethics and security authorisations (if any) to be submitted with the tender (or at the latest at the start of the deployment phase).

Remind them also that the tenders themselves must not contain any EU-classified information and that any security issues must be examined with their national security authorities — before submitting their offer. Contractors may be requested to ensure security clearance.

If conformance testing/certification/quality labelling is part of the tender evaluation, indicate also how this is connected with the procurement need (e.g. *to demonstrate compliance with minimum functionality/performance requirement x*).

For PPIs that involved security-related goods/services, add the following place of performance requirement, which applies specifically to the work on the security components of the solution: *[OPTION for PPIs that involve security-related goods/services: At least [insert the percentage chosen by the buyers group/imposed by the HE call conditions for this PPI; if there are sufficient R&I providers able to do the work in Europe, it is typically set at 100% for security reasons]% of the contracted work on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]*

For PPIs with participation and/or control restrictions due to security in the HE call conditions, use the following option: *[OPTION if there are participation and/or control restrictions: The contractors must in addition ensure that the performance of the contracts takes place in [add the list of countries to which participation and/or control is restricted] — unless otherwise approved by the granting authority.]*

 Check carefully if the call conditions for your HE grant impose specific requirements (e.g. *specific minimum percentages for the place of performance requirement, or specific restrictions on the countries in which the contract work must be performed*). If yes, they prevail and must be applied. If no, such restrictions should only be used if the buyers group has justified reasons to do so and in agreement with the granting authority.

Weighted award criteria

Explain the award criteria (and sub-criteria and their weightings, where applicable). In case the deployment and operational validation phase may be awarded to different operators, include award criteria for each of the 2 phases (deployment and operational validation).

Specify the formula for calculating the total score.

As Europe is in a twin green and digital transition, pay particular attention to use weighted award criteria that can contribute to speeding up this transition. For example:

X) Environmental impact of the proposed PPI project activities and subsequent solution commercialisation

Do no significant harm principle

Horizon Europe funded PCPs must be compliant with the 'do no significant harm' principle⁸² (mandatory minimum requirement):

Explain how your tender ensures compliance with the 'do no significant harm' principle as per Article 17 of the EU Taxonomy Regulation (EU) No [2020/852](#)⁸³, i.e. is designed in a way that it is not significantly harming any of the six following environmental objectives of the EU Taxonomy Regulation:

- climate change mitigation
- climate change adaptation

⁸² [Guidance on the application of the 'do no significant harm principle' in Horizon Europe](#)

⁸³ Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment, and amending Regulation (EU) 2019/2088 (OJ L 198, 22.6.2020, p. 13).

- the sustainable use and protection of water and marine resources
- the transition to a circular economy
- pollution prevention and control and
- the protection and restoration of biodiversity and ecosystems.

Compliance means that the proposed activities must not support or carry out activities that do significant harm to any of the six above objectives. This needs to be assessed both for the activities that are proposed to be carried out during the course of the PPI contracts (for the activities linked to deployment and/or testing of the innovative solutions, as well as for complementary activities such as project management, travel, etc)_as well as for the expected life cycle impact of the innovative solution at further/wider commercialization stage.


Compliance of the tender’s project methodology with this principle has several benefits. Not only will it enable to ensure that the newly developed innovative solution contributes to protecting the environment. It will also help to improve your position on the financial market, increasing your chances to obtain financial investments for your business, including in particular for further development and commercialisation of the innovative solution developed during the PCP. The EU Taxonomy Regulation provides uniform criteria that enable financial investors to determine the degree of environmental sustainability of different economic activities and shift their financial investments towards environmentally sustainable economic activities.

Additional environmental standards

Where possible, PPI procurements should also define additional environmental requirements that go beyond the ‘do no significant harm principle’ and create positive environmental impacts, in order to contribute to reverse current disastrous trends and/or restore the environment (*e.g. decrease GHG emissions and combat climate change, move to a cleaner mix of energy and resource usage, reduce waste, increase circularity, restore precious ecosystems and their biodiversity, improve the water and air quality etc*).

Define relevant environmental requirements for the PPI and request tenderers to demonstrate how their approach for both the proposed PPI project activities and the subsequent solution commercialisation will result in a positive environmental impact. Make smart use of Green Public Procurement principles⁸⁴, such as the EU GPP and/or ecodesign criteria, life-cycle costing etc.

Such additional criteria will help to ensure that the PPI is future proof and the resulting solutions will be well positioned to meet both future legislative trends and growing environmental customer demands by the time they will be commercialised on the market.

 Check carefully whether the call conditions for your HE grant contain additional environmental requirements. If so, make sure to include them in this criterion.

Check also broader environmental legislation in the specific field(s) addressed by the PPI (*e.g. transport, energy, construction, etc*). Be aware that the European Green Deal⁸⁵ created a wave of new legislative initiatives that have either already or will still come into force over the coming years. Be aware also that there are often even additional national environmental requirements (*e.g. several EU countries have already implemented stricter Green Public Procurement action plans, targets and rules than the European ones*⁸⁶). Your PPI procurement should comply with those.

(Y) Digitalisation

Horizon Europe funded PPIs should embrace and take into account the digital transition. The European Digital Decade policy⁸⁷ has set targets for all Member States to reach 100% digitalisation of public services by 2030 and to boost investments in innovative digital solutions to make this happen linked to e.g. robotics, AI/big data, blockchain, digital twins, virtual/augmented reality and the metaverse, quantum computing, advanced semiconductor solutions, digital design and

⁸⁴ [More info on Green Public Procurement](#)

⁸⁵ [More info on the state of play of the European Green Deal](#)

⁸⁶ [GPP National action plans](#) of different European countries

⁸⁷ <https://digital-strategy.ec.europa.eu/en/policies/europes-digital-decade>

manufacturing. Modernising both manufacturing processes and resulting products with digital technologies can enable the public sector as early adopter of digitally enabled solutions to provide faster, cheaper and higher quality public services to European citizens.

The first report on the status of the Digital Decade calls on Member States to develop action plans in support of innovation procurement and step up efforts to more than double public procurement investments in developing, testing and deploying innovative digital solutions in order to reach full speed adoption of innovative digital solutions in public services⁸⁸. There is a need for significantly higher investment in all fields of public sector activity, such as health, public administration, transport, security, education and culture, construction, energy, water, and environment. Moreover, a Commission recommendation⁸⁹ has identified 10 technology areas as 'critical' for the EU's economic security, meaning areas that require substantial increased investments in Europe: artificial intelligence, robotics and autonomous systems, advanced semiconductors, advanced connectivity and advanced digital technologies, quantum, advanced sensing, space, and energy and biotechnologies, advanced materials, manufacturing and recycling technologies. Clearly, ICT technologies prominently appear as critical for Europe's economic security.

Therefore, reflect on how you can phrase the technical requirements and the award criteria so that they encourage tenderers to make best use of existing digital technologies and/or to develop and test new digital innovations, in order to deliver the buyers group higher quality and/or lower cost solutions.

When doing so, keep in mind that for procurements that involve certain digital technologies there are either Horizon Europe requirements and/or other relevant EU legislation/EU initiatives that need to be taken into account in the specification of your technical requirements:

Artificial intelligence

Artificial Intelligence can bring enormous benefits to improve the efficiency and effectiveness of public sector processes with intelligent data analysis.

In case the procurement involves artificial intelligence, make sure to follow the [Guidance on ethics by design and ethics of use approaches for AI](#)⁶⁴ to ensure that the AI is trustworthy, i.e. lawful, ethical and technically robust.

Foresee at least the following minimum criteria: Due diligence is required regarding the trustworthiness of all artificial intelligence-based systems or techniques. AI-based systems or techniques must be developed in a safe, secure and responsible manner, with a clear identification of and preventative approach to risks. To a degree matching the type of risk that the AI application presents⁹⁰, AI-based systems or techniques should be, or be developed to become (implicitly or explicitly contributing to one or several of the following objectives):

- technically robust, accurate and reproducible, and able to deal with and inform about possible failures, inaccuracies and errors, proportionate to the assessed risk posed by the AI-based system or technique
- socially robust, in that they duly consider the context and environment in which they operate
- reliable and to function as intended, minimising unintentional and unexpected harm, preventing unacceptable harm and safeguarding the physical and mental integrity of humans
- able to provide a suitable explanation of its decision-making process, whenever an AI-based system can have a significant impact on people's lives.

Data handling

⁸⁸ <https://digital-strategy.ec.europa.eu/en/library/2023-report-state-digital-decade>

⁸⁹ Recommendation and Annex respectively: https://defence-industry-space.ec.europa.eu/system/files/2023-10/C_2023_6689_1_EN_ACT_part1_v8.pdf and https://defence-industry-space.ec.europa.eu/system/files/2023-10/C_2023_6689_1_EN_annexe_acte_autonome_part1_v9.pdf

⁹⁰ See the European AI act for the different risk levels and the corresponding requirements for each level: <https://digital-strategy.ec.europa.eu/en/policies/european-approach-artificial-intelligence>

Regarding data handling, ensure that your procurement is in line with the EU open data strategy⁹¹.

Using publicly available data in procurements and making more data resulting from procurements publicly available is essential to enable new services and applications across Europe. Therefore ensure that you follow the requirements on open data resulting from Horizon Europe and from the EU directives on open data.

For procurements that involve physical products that include software, ensure compliance with the EU Data Act⁹² and the right to repair that open possibilities for products to be repaired by third parties.

Make use of and contribute also to the new European data spaces wherever possible. The nine initial Common European data spaces are the following:

- an industrial data space — to support the competitiveness and performance of the EU’s industry
- a Green Deal data space — to use the major potential of data in support of the Green Deal priority actions on issues such as climate change, circular economy, pollution, biodiversity, and deforestation
- a mobility data space — to position Europe at the forefront of the development of an intelligent transport system
- a health data space — essential for advances in preventing, detecting and treating diseases as well as for informed, evidence-based decisions to improve the healthcare systems
- a financial data space — to stimulate innovation, market transparency, sustainable finance, as well as access to finance for European businesses and a more integrated market
- an energy data space — to promote a stronger availability and cross-sector sharing of data, in a customer-centric, secure and trustworthy manner
- an agriculture data space — to enhance the sustainability performance and competitiveness of the agricultural sector through the processing and analysis of data
- data spaces for public administrations — to improve transparency and accountability of public spending and spending quality, fighting corruption, both at EU and national level
- a skills data space — to reduce the skills mismatches between the education and training systems and the labour market needs.

Ensure that your tender requirements are in line with the EU GDPR Regulation⁹³ to ensure current handling of privacy issues and processing of personal data. Where required by the regulation, the handling of personal data requires consent from the owner of the data, must be restricted in scope and time duration. Align the text here with the detailed contractual provisions for personal data in the contract(s) (see *Appendix 10, Article XX - Processing of personal data*).

If needed, also other security sensitive project data should be restricted geographically, to trusted geographical locations (*e.g. restriction of locating the servers handling the data in EU countries only*). Align the text here with the detailed contractual provisions for security related data in the contract(s) (see *Appendix 10, Article XX – Security related obligations*).

Cybersecurity

With the digitalisation of public services and an increasing dependence on networks, another key concern is to consider security requirements in the procurement of ICT-based solutions, in order to protect essential services and critical infrastructures. Ensure therefore that your tender requirements are compliant with the EU Network Information Security Directive (NIS), where needed. Be aware

⁹¹ <https://digital-strategy.ec.europa.eu/en/policies/strategy-data>

⁹² Proposal for a Regulation of the European Parliament and of the Council on harmonised rules on fair access to and use of data ([COM \(2022\)68 final](#)).

⁹³ <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

that the new NIS directive (NIS II) extends the digital security obligations to a wider group of entities, i.e. in addition to entities that were already covered by NIS I (healthcare, energy, water supply, transport, banking and financial market infrastructure, digital infrastructures and digital services) the following new sectors are targeted under NIS II: public administrations, waste management, food, space, postal/courier services, manufacturing of certain critical products such as pharmaceuticals, chemicals.

Note also that, in order to better protect Europe against cyber-attacks, the EU Cyber Resilience Act⁹⁴ is defining minimum cybersecurity requirements for digital products and the EU has mandated the ENISA Agency to prepare European cybersecurity certification schemes⁹⁵ for ICT products, ICT services and ICT processes — with the goal of establishing (and harmonizing) the cybersecurity compliance of these products, services and processes. Currently, ENISA is developing certification schemes for ICT products, cloud services and mobile networks (in particular, 5G). The resulting certificates will be recognised in all EU Member States.

Blockchain

In case your procurement uses blockchain technology, check if it can make use of the European Blockchain Services Infrastructure (EBSI)⁹⁶. EBSI is a European wide infrastructure (covering all EU Member States, Norway and Liechtenstein) that enables public administrations, and eventually also companies, to provide cross-border blockchain based services across Europe.


Green digital solutions

In case your procurement has a digital elements, check if there are green initiatives in the digital sector in Europe that your tender requirements should align with.

For example, in the context of the EU Green Deal the EU has announced the introduction of Digital Product Passports that will help buyers to verify and follow up the circularity and green claims of the products they buy on the EU market.

The EU has set also objectives to green datacenters, telecommunications and blockchain networks and is strengthening the eco-design criteria and energy labels to reduce the environmental impact of ICT solutions (reducing CO2 emissions, improving energy efficiency, reparability, circularity etc).

The EU is also working together with European Green Digital Coalition to develop methods that can be used by public procurers to measure the net environmental impact of green digital solutions (that can consist of a combination of hardware and software)⁹⁷. This effort is expected to feed into the European Commission's planned activities to define additional green public procurement criteria for the ICT sector.

 The weighted award criteria must ensure that the procurer(s) get the best value for money. It is therefore not permitted to use either lowest price as the sole criterion, or highest quality as the sole criterion, without taking price into account.

Set the technical quality and price award criteria, weightings and thresholds so as to reward the most economically advantageous tenders. Define the thresholds per criterion and the total threshold. Pay particular attention to the weighting given to price. It should be sufficiently high to avoid this criteria being neutralised in the evaluation. For example, a weighting of less than 20 out of 100 for price is too low for it to have a significant effect on the result.

State clearly whether all the award criteria will be evaluated by examining the written tender or whether some award criteria will be evaluated on the basis of hearings with presentations and/or solutions demonstrations and/or submission of samples to the evaluation committee.

⁹⁴ <https://digital-strategy.ec.europa.eu/en/library/cyber-resilience-act>

⁹⁵ <https://www.enisa.europa.eu/topics/certification>

⁹⁶ <https://digital-strategy.ec.europa.eu/en/policies/european-blockchain-services-infrastructure>

⁹⁷ <https://www.greendigitalcoalition.eu/>

When defining the price criterion, consider to use life-cycle costing and the total cost of ownership to take into account all the benefits and costs of the innovative solutions over the entire life time during which the solution is expected to be used.

If variants are accepted, ensure that the chosen award criteria and the formula can be applied to variants as well as to tenders which are not variants.

If lots or framework contracts are used, indicate the award criteria (and sub-criteria, where applicable) and their weightings for each lot/specific contract.

If framework agreements are used, indicate the award criteria and their weightings for each specific contract. If sub-criteria are to be used for the specific contracts, explain that sub-criteria may be specified in the call-off for each specific contract to formulate more precisely the award criteria for that specific contract. These sub-criteria must not cause substantial modifications to the award criteria for that specific contract.

3.5 Evaluation procedure: Opening of tenders and evaluation

Opening of tenders

Describe the procedure for opening the tenders (*e.g. composition of the opening committee; which points will be checked during the opening of tenders, etc*).

If lots or framework agreements are used, explain differences in the composition of the opening committee or in the procedure for the different call-offs/lots.

Evaluation

Describe the procedure for the evaluation (*e.g. composition of the evaluation committee; tasks; who is involved in the different steps of the procedure; how the committee will work; system for scoring, qualitative appraisal and ranking; feedback to tenderers*).

⚠ For joint PPIs, the buyers group and the lead procurer must evaluate the tenders *jointly* and must make a *joint* award decision. For coordinated PPIs, each procurer carries out an *individual* evaluation and makes an individual award decision for the procurement that he carries out *individually* (based on the same common tender specifications established by all procurers in the buyers group).

Avoid potential conflicts of interest.

Do not forget that — at the end of each tender evaluation (for each lot and call-off, if applicable) — the evaluation documents and information on the winning tender(s) must be submitted as deliverables under the HE grant agreement. They should include: the final scores awarded, a qualitative appraisal per evaluation criterion, minutes of the evaluation meeting and the final ranking list as well as information and abstracts on the winning tenderer(s) (using this [template*](#)).

If lots or framework agreements are used, explain any differences in the composition of the evaluation committee or in the procedure for the different call-offs or lots.

4. Content and format of tenders

4.1 Format

Explain the formal requirements that tenders must meet (including address for submission of the tender; deadline for submission; requirements relating to the presentation of the offer and its packaging, etc).

In case of hearings with presentations/solutions demonstrations/submission of samples to the evaluation committee, specify how and in what form this should be done (and who will bear the costs, liability for damages etc.).

If framework agreements are used, explain that more detailed information about the final layout requirements for the offers for these call-offs will be provided in the call-off.

4.2 Administrative section

Explain the information that must be included in this section of the tender (including the supporting documents to identify the tenderer; supporting documents for exclusion, selection, and award criteria; for joint tenders: the mandate for the lead contractor; specific administrative requirements for variants, e.g. separate envelope, etc).

For PPIs that impose control restrictions based on the HE call conditions, do not forget to include the Annex [xxx] Declaration of ownership and control.

If framework agreements are used, explain that more detailed information for the offers for these call-offs will be provided in the call-offs.

4.3 Technical section

Explain what information the technical section of the tender must include:

Don't forget to require that tenderers:

- indicate if their tender involves ethics/security issues (YES/NO answer)
- include their proposed approach for complying with the do no significant harm principle [and with the gender dimension (if relevant)]
- provide a list of the pre-existing rights (*background*), in order to allow IPR dependencies to be assessed.

If framework agreements are used, explain that more detailed information for the offers for the call-offs will be provided in the call-offs.

4.4 Financial section

Explain what information the financial section of the tender should include.


If framework agreements are used:

- specify differences in the financial part of the offer for the specific contracts (*e.g. if specific contracts are needed for different procurers to address local specificities*)
- explain that more detailed information for the offers for the call-offs will be provided in the call-off.

Unit prices quoted in the tender and the price conditions set out in the framework agreement remain binding for all the call-offs. Where new units/unit prices (*e.g. for new tasks or equipment*) are subsequently added to offers for call-offs, they will become binding for the remaining duration of the framework agreement.

Don't forget to indicate which VAT regime(s) apply. This can differ depending on whether contractors will be paid by the lead procurer (centralised payments in joint PPIs) or by the procurer(s) individually (for the innovative solutions they buy for themselves; decentralised payments in joint or coordinated PPIs).


Remind tenderers that their prices should reflect the distribution of IPR rights and obligations described in the tender documents.

 If there are restrictions on participation/control or place of performance requirements, do not forget to ask tenderers to include a price breakdown that shows which persons/personnel profiles will be performing which type and percentage of work (for security projects, differentiating between security and non-security related work) in which country.

5. Miscellaneous

5.1 Language, unauthorised communications, Q&A, confidentiality, cancellation, appeal procedures

Include provisions on language, confidentiality, cancellation and appeal procedures in compliance with the applicable national law.

 English must be allowed: All the tender documents must be published at least in English. Offers must be accepted in English and communication between the procurer(s) and the tenderers must be enabled at all stages throughout the procurement at least in English.

Other languages are optional (*for example, if certain tasks need to be carried out in cooperation with third parties locally, e.g. for field-testing with end-users who may speak only the local language*).

5.2 Contract implementation

Monitoring

Include provisions on monitoring of contract performance in compliance with the applicable national law.

The procurer(s) are advised to appoint a monitoring team (and appoint a supervisor/main contact for each contractor) that will monitor how well the contractors perform their tasks (with respect to the contractual requirements, targets and milestones) and provide feedback to contractors to improve their performance for the rest of the contract.

Tenderers should be informed about the monitoring requirements (i.e. whether monitoring will take place via physical meetings or remote/online meetings; frequency and scope of the monitoring, *e.g. visits to the procurer(s) site to learn how to fit the innovative solutions into the operational environment, to take stock and update the work plan, to periodically monitor progress on implementing the deliverables, etc*) and the feedback they will get.

Clarify that the contractors must cover their own costs for their participation in monitoring activities.

If lots are used, clarify if and when there will be meetings with contractors from different lots to sort out dependencies and interoperability between lots.

Payments


Include provisions on invoicing and payments in compliance with the applicable national law.

Payments must be made subject to the *satisfactory* completion of the corresponding deliverables and milestones (and not satisfactory delivery may be linked to further consequences, *e.g. fines/penalties/contract termination*).

In case of centralised payment by the lead procurer: one invoice is issued to the lead procurer for the total amount (including VAT); in case of decentralised payments: separate invoices are issued to the procurer(s) for the purchased amount (including VAT).

Consider to include value engineering provisions in the PPI contracts. Value engineering can incentivise contractors to keep improving the quality/cost ratio of their solution after contract award by awarding part of the additional cost savings/quality improvements that are achieved after contract award to the contractors; *see section 2.5.6 and 2.8.2 (G) in [Module 2 of the European Assistance for Innovation Procurement Toolkit](#)*.

Other

 Do not forget that — at the end of each phase/at the end of the action — a summary of the results and conclusions of the project must be submitted as deliverable under the HE grant agreement (using this [template*](#)).

6. Contracts

Depending on the contracting approach (procurement needs, division of responsibilities for contracting, etc), different contracts will be needed (*direct contract, framework contract or framework agreement with specific contracts, lots, etc*).

For joint PPIs, the lead procurer (if it participates) and the member(s) of the buyers group that participate in the PPI contract should be defined collectively as 'procurers'; for coordinated PPIs, there is only one 'procurer' for each contract; groups of tenderers should be defined collectively as 'the contractor'.

If several procurers participate in a contract, a 'lead procurer' must be defined. This should be the lead procurer of the EU grant (if he participates). The lead procurer should centralise the communication channels (i.e. all communications between the parties should go via him).

See Annex 1 for sample clauses.

Appendix 10 PPI Sample contract clauses

SAMPLE CONTRACT CLAUSES

This model is intended to help EU beneficiaries to prepare their PPI contracts. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠️ *It is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contracts and for adapting them to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*

Article XX – Rights and obligations regarding results (foreground), pre-existing rights (background and sideground) and the related rights (including intellectual and industrial property rights)

Include provisions that clarify the rights and obligations related to pre-existing rights (background, sideground) and results (foreground) for:

- procurer(s)
- the contractor and
- its subcontractors (if any).

Do not forget to include the special IPR provisions from the HE grant agreement into the PPI contracts (e.g. *EU right to object to transfers or licencing of results; additional exploitation or dissemination obligations, additional control restrictions, access to research data, etc*).

In addition to what is listed in this section, you may specify additional intellectual property provisions, provided they:

- do not conflict with the obligations under the Horizon Europe grant agreement and
- help the procurers or the contractor to implement the PPI as well as disseminate and exploit the results.

XX.1 IPR definitions

Provide IPR definitions, notably for:

- ‘Results (i.e. foreground)’ means any tangible or intangible output, that is generated in the PPI, whatever its form or nature, whether or not it can be protected. This includes any material, document, technology, solution, data, knowledge or information (foreground material) as well as any rights attached to it, including intellectual property rights (‘Rights on results’ or ‘IPRs attached to the results’).
- ‘Rights on results’: any rights, including industrial or intellectual property rights on the results. They may consist of rights on newly created materials and rights on pre-existing materials (background rights and sideground rights) that are included in the results. They may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.
- ‘Background’ means any material, document, technology, solution, data, know-how or information (background material) — whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (‘background IPRs’) — that is (1) held prior to the signing of the PPI contract(s), (2) identified by the parties involved in the PPI as background and (3) needed to implement the PPI or exploit the results of the PPI.
- ‘Background rights’: any rights, including industrial and intellectual property rights on background. They may consist in a right of ownership, a licence right and/or right of use

belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.

- ‘Sideground’ means any material, document, technology, solution, data, know-how or information (sideground material) — whatever its form or nature (tangible or intangible), regardless of whether or not it can be protected, including any attached rights such as intellectual property rights (‘sideground IPRs’) — that is (1) generated during the timespan of the PPI but not in the PPI and (2) needed to implement the PPI or to exploit the results of the PPI.
- ‘Sideground rights’: any rights, including industrial and intellectual property rights on sideground material. They may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority, the buyers group or to any other third parties, including subcontractors.
- ‘Pre-existing material’: any material, document, technology, solution, information, data or know-how, whatever its form or nature, tangible or intangible, regardless of whether or not it can be protected, which exists prior to the contractor using it for the production of a result in the implementation of the [Contract] [Framework Agreement][Framework Contract][or][Specific Contract]. It includes both the background material and the sideground material.
- ‘Pre-existing rights’: any rights, including industrial and intellectual property rights on pre-existing material. It may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the creator, the contracting authority as well as to any other third parties, including subcontractors. It includes both background rights and sideground rights.
- ‘Fair and reasonable conditions’ means appropriate conditions, including financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access (*for example, the actual or potential value of the results, background or sideground to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged*).
- ‘Generated in the PPI’ means in the implementation of the activities described in the PPI [Contract] [Framework Agreement][Framework Contract][or][Specific Contracts]
- ‘Not generated in the PPI’ means not generated in the implementation of the activities described in the PPI [Contract] [Framework Agreement][Framework Contract][or][Specific Contracts].

 If you use other definitions (allowed), make sure that they are compatible with your obligations under the HE grant agreement.

Provide for some introductory general provisions that ensure that the contractor is responsible that all IPR provisions are respected in any situation, even in case of changes to the contractor/consortium that may occur during/after the PPI (*e.g. in case of subcontracting, in case of mergers/acquisitions*):

The contractor is responsible for ensuring that all third parties that it collaborates with during and after the [Contract] [Framework Agreement][Framework Contract][and][Specific Contracts] respect all intellectual and industrial property-related obligations towards the contracting authority and the buyers group and must pass on its obligations to those entities.

The contractor must ensure that the rights of the contracting authority and the buyers group under the [Contract] [Framework Agreement][Framework Contract][and][Specific Contracts] are upheld under all circumstances, including in case of a merger, split, takeover or other corporate restructuring.


XX.2 Ownership and protection of results

Provide details on the rights and obligations in relation to ownership and protection of results. Specify:

- who will own the rights on the results, i.e. the IPRs attached to the results generated by the contractor (standard option is that they are owned by the contractor — unless exceptionally in duly justified cases the procurer(s) need to keep ownership of them, *see below*)
- who will own the results themselves that are generated by the contractor (*e.g. products/services deployed, product/service specifications, data models, drawings, source code*).


If IPRs are owned by the contractor, specify:

- that each contractor is responsible for the management (including protection) of its IPRs and bears the costs associated with this
- that the procurer(s) have the right to monitor the management of the IPRs
- that the contractor must inform the procurer(s) (via the lead procurer, if the lead procurer is participating in this particular contract) of results that can be exploited, regardless of whether they can be protected or not, within [insert number] days from when they are generated. The information must include information about the contents of the results, the confirmation by the contractor to protect them and the planned timing for protection
- that if a contractor does not seek protection for results that should be protected, the procurer(s) for which the contractor is deploying solutions have the right to itself protect the results
- if the HE call conditions impose control restrictions due to strategic interests, make sure that the results of the PPI will be protected in such a way that they will be free from such restrictions
- whether the contractor is required to deposit copies of results (*e.g. the source code and product/service specifications*), for example, under an ESCROW agreement designed to guarantee the procurer(s) for which the contractor is deploying solutions continued access to results in the case of financial bankruptcy of the contractor (or any of its subcontractors).

 If the lead procurer (the contracting authority of the PPI) is also financially investing in the PCP and therefore also wants to receive the same IPR-related rights as the buyers group (*e.g. ownership of some copies of the foreground material, and access and licensing rights to the attached IPR rights*), then the buyers group needs to be defined in such a way that the contracting authority is part of the buyers group.

If IPRs are owned by the procurer(s), specify:

- that the procurer(s) will inform the contractor if the procurer(s) protect results of the PPI, the planned timing, process and scope of the protection.

 Ownership of IPRs attached to results ('rights to results') generated by contractors should only exceptionally be reserved to the procurer(s) (*e.g. when the contractor is not able to exploit the foreground IPR*).

If the HE call conditions impose control restrictions due to strategic interests, add the following option: [OPTION for PPIs with control restrictions due to strategic interests in the HE call conditions: The contractor must ensure that the results are not subject to control or other restrictions by a country (or entity from a country) which is not [specify the list of countries in line with the list of eligible countries defined in section 3.1 of the request for tenders] — unless otherwise agreed with the contracting authority.]

XX.3 Access rights to the results

Provide for the rights and obligations in relation to access to the results. Make sure to specify clearly the access for the procurer(s), the contractor(s), third parties and the EU.

XX.3.1 Access rights to the results for the parties

If IPRs are owned by the contractor, specify:

- which type of access rights the procurer(s) for which the contractor is deploying solutions will have to use the results (standard is license-free rights to use the results)
- what type of licensing rights the procurer(s) for which the contractor is deploying solutions will have with regard to the results (*e.g. licence for their own purposes or for granting non-exclusive licences to third parties allowing them to exploit the results; standard is non-exclusive licenses to third parties to exploit the results*)
- that the contractor may transfer ownership of their results — unless this is prohibited (or restricted) by the security obligations and provided that they ensure that their obligations (in respect of the results) apply to the new owner and that this new owner is obliged to pass them on in any subsequent transfer (*e.g. by including a requirement to do so in their arrangements with the new owner*).

If IPRs are owned by the procurer(s), specify:

- under which conditions the contractors will get access rights to use and commercially exploit their results (standard should be that access under fair and reasonable conditions and on non-exclusive basis; refusal to access is possible only in exceptional duly justified cases).

XX.3.2 Access rights to the results for the EU

The EU has the right to use non-sensitive information relating to the PCP and materials and documents received from the contracting authority and buyers group for policy, information, communication, dissemination and publicity purposes — during the EU grant or afterwards. This concerns notably summaries for publication, as well as any other material, such as pictures or audio-visual material, and other deliverables submitted by the contracting authority and buyers group to the EU, in paper or electronic form.

The right for the EU to use these materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:

- (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (*e.g. meta-data, legends, other graphic, visual, audio or text elements*), extracting parts (*e.g. audio or video files*), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the contractor must ensure that they comply with their obligations under this [Contract] [Framework Agreement]/[Framework

Contract][and][Specific Contracts] (Articles XX.X and XX.X on pre-existing rights) in particular, by obtaining the necessary licences and authorisations from the rights holders concerned.

Where applicable, the EU granting authority will insert the following information: “© – [year] – [name of the copyright owner]. All rights reserved. Licensed to the EU under conditions.”

XX.3.3 Access rights to the results for third parties

Don't forget to foresee rules that define rights and obligations for third parties to access the results.

XX.4 Commercial exploitation of the results

Specify what are the rights and obligations of the procurer(s) versus the contractor(s) in the commercial exploitation of the results.

XX.4.1 Responsibility to commercially exploit the results

Specify who has the responsibility to commercially exploit the results (the contractor(s) or the procurer(s)).

If the contractor is given the responsibility to exploit the results, define the period within which this is expected to be done. Specify also that if he fails to commercially exploit the results within that period and the circumstances of the case show that the contractor has not used its best efforts to do so, the buyers group has the right to require that the contractor transfers the ownership of the results to them so that the buyers group can ensure that the results are commercially exploited.

XX.4.2 Additional obligations/limitations for the exploitation of results due to public interests

Specify any aspects that need to be taken into account to ensure that results are commercially exploited in line with public interests. Depending on who commercialises results (the contractor and/or the procurer(s)), explain what is the impact on the other party if one needs to take actions to ensure alignment with the public interest:

Security or strategic autonomy

[OPTION when safeguarding of EU security interests is important, in particular when the PPI involves security related testing/deployment and/or when the HE call conditions impose specific additional security obligations: In order to [explain the reason, e.g. safeguard the delivery of public services through the buyers group's infrastructure against potential physical and cyber threats and to protect the exchange of security sensitive information], the [procurer(s)][contractor] shall ensure to safeguard EU security interests in the commercial exploitation of the results.]

[OPTION when safeguarding of EU strategic autonomy is important, in particular when the PPI involves critical technologies or critical assets, and/or when the HE call conditions impose specific additional EU strategic autonomy obligations: In order to safeguard security of supply of inputs critical to the functioning of the buyers group's infrastructure and fair competition in the supply chain compliant with EU rules and interests, [the contractor][the procurer(s)] shall ensure to safeguard EU strategic autonomy in the commercial exploitation of the results. For this purpose, the [contractor][procurer(s)] shall ensure that a significant amount of the commercial exploitation of the results takes place in the EU Member States and/or countries associated to Horizon Europe⁹⁸. In particular, the [contractor][procurer(s) or providers appointed by the procurer(s)] must produce minimum [enter a reasonable percentage, e.g. 50%] of the products, services or processes that incorporate results or that are produced through the use of results in [specify the list of countries in line with the list of eligible countries defined in section 3.1 of the request for tenders].

[additional OPTION for PPIs that involve security-related goods/services: Moreover, for results that are security components, the contractor must moreover produce [enter a reasonable (typically more demanding percentage than the one in the previous paragraph), e.g. 100%] in *[OPTION if there are participation and/or control restrictions in the HE call conditions:* [add the list of countries to which participation and/or control is restricted]]*[OPTION if there are no participation and/or control*

⁹⁸ [List of Horizon Europe participating countries.](#)

restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

[additional OPTION when EU security and/or strategic autonomy interests need safeguarding, in particular when imposed by the HE call conditions: The [contractor][procurer(s)] must ensure that, in the commercial exploitation of results, any cooperation with entities established in other countries, or controlled by such countries or entities from such countries, does not affect the EU security or strategic autonomy interests and avoids potential negative effects over security of supply of inputs critical to the functioning of the buyers group's infrastructure.]]

Standardisation

[OPTION if there are additional obligations related to standardisation in the HE call conditions: The [contractor][procurer(s)] must promote the dissemination of their results, in particular through [publications and] contribution to standardisation. The [contractor][procurer(s)] and the contracting authority will establish at the start of the [Contract] [Framework Agreement][Framework Contract] a list of [planned publications about the results and] appropriate standards to contribute to, and will keep this list updated throughout the [Contract] [Framework Agreement][Framework Contract][and for each Specific Contract]. The [contractor][procurer(s)] must — up to four years after the end of the [Contract] [Framework Agreement][Framework Contract][and][Specific Contracts] — inform the contracting authority, who will inform in its turn the granting authority that is co-financing the PPI, if the results could reasonably be expected to contribute to European or international standards.]

Public emergency

[OPTION if there are additional exploitation obligations in case of a public emergency in the HE call conditions: In case of a public emergency the [procurer(s)] must if requested by the EU [contractor(s)] must, if requested by the contracting authority on behalf of the buyers group or the EU], commit to rapidly and broadly exploit the products and/or services resulting from the PPI at fair and reasonable conditions to address the public emergency. This provision applies up to four years after the end of the PPI.]

Other

Where the HE call conditions impose additional exploitation obligations, add them here.

If the commercial exploitation of results is done by the contractor and he uses the results to the detriment of the public interest *[OPTION when EU security and/or strategic autonomy interests need safeguarding, in particular when imposed by the HE call conditions:*, including EU strategic autonomy or security interests], the members of the buyers group are entitled to require that the contractor transfers the ownership of the results to them, in order to stop use of the results against the public interest and ensure commercial exploitation of the results by another party in line with the exploitation conditions.

The contractor must ensure that these obligations also apply to its subcontractors, affiliated entities and other third parties it cooperates with in the commercialisation of the results, as well as to any entities succeeding them in their ownership or development of the results.

XX.4.3 Obligation to notify a planned merger or acquisition

In case commercial exploitation of results is done by the contractor, explain what the contractor needs to do in case of a merger or acquisition, in order to ensure that commercialisation of results does not negatively impact the access rights of the procurer(s) to the results nor the alignment with public interests in the commercialisation of results.

XX.5 Transfer and licensing of results

Provide for the rights and obligations in relation to transfer and licensing of results. Specify:

- that either party (contractor and the procurer(s)) may grant non-exclusive licences to third parties allowing them to exploit the results (or otherwise give the right to exploit them) — unless this impedes the access rights of the other party or unless the HE call conditions impose restrictions to a specific list of eligible countries

- that either party (contractor and the procurer(s)) may transfer ownership of or give exclusive licenses to its results — unless this is prohibited (or restricted) by the HE call conditions or the ethics, security or EU strategic autonomy obligations and provided that it ensures that its obligations (in respect of the results) apply to the new owner and that this new owner is obliged to pass them on in any subsequent transfer (e.g. by including a requirement to do so in their arrangements with the new owner).

For results that are owned by the contractor, you may foresee a right of first refusal for the buyers group to buy the results.

You should also foresee a procedure for transfers when either party still has (or may still request) access rights to the results owned by the other party (e.g. that the contractor must give the procurer(s) at least 45 days advance notice of its intention to transfer ownership of the results and that this notification must include sufficient information on the new owner to enable the procurer(s) to assess the effects on their access rights. A procurer can object within 30 days of receiving notification, if it can show that the transfer would adversely affect its access rights. Should an objection be raised, the transfer may not take place until agreement has been reached between the parties concerned).

XX.5.1 Non-exclusive licensing of results

[OPTION 1 by default (no restrictions): Either party may on its own initiative without prior authorisation from the other party, give non-exclusive licenses to third parties to exploit the results that it owns, to the extent that:

- such licenses do not affect the rights — including the access rights — of the other party or the EU related to the results, and
- such licenses do not affect the obligations — including the security and ethical obligations — of the other party to such results, and
- such licenses are not granted to entities which are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)⁹⁹ (sanctions).

The party must ensure in the licensing agreement that all its obligations under the *[Contract/ Framework Agreement]/[Framework Contract]/and/[Specific Contracts]* are passed on to the third party and that the third party has the obligation to pass on these obligations in any potential subsequent licensing.]

[OPTION if there are participation and/or control restrictions in the HE call conditions: Non-exclusive licensing is subject to the same restrictions as exclusively licensing of results, as specified in Article XX.7.2.]

XX.5.2 Exclusive licensing and transfer of ownership of results

Conditions

Exclusive licensing and transfers of ownership of the results are restricted as follows:

- either party may not transfer or give exclusive licenses if this would affect the rights — including the access rights — of the other party or the EU related to the results
- either party may not transfer or give exclusive licenses if this would affect the obligations — including the security and ethical obligations — of the other party related to the results

⁹⁹ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

- either party may not transfer or give exclusive licenses entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)¹⁰⁰ (sanctions)
- *[OPTION if the HE call conditions include a right for the EU to object to transfers or licensing: either party may not transfer ownership of its results or give licences to third parties which are established in a non-EU country not associated with Horizon Europe if the EU granting authority objects to the transfer; the notification procedure below must be followed]*
- *[OPTION if there are participation and/or control restrictions in the HE call conditions: either party may not transfer ownership of its results or give licences to third parties which are established in countries which are not [include the list of eligible countries set out in section 3.1 of the request for tenders] (or, if applicable, are controlled by such countries or entities from such countries) – unless they have requested and received prior approval from the EU granting authority; the notification procedure below applies]*
- *[OPTION in case there is a right of first refusal for the buyers group: the contractor may not transfer ownership or the results or give exclusive licenses, if this would conflict with the right of first refusal for the buyers group to buy the results. [explain further what is the exact procedure for the buyers group to invoke the right of first refusal].]*

Either party must ensure in the transfer/licensing agreement that all its obligations under this *[Contract] [Framework Agreement]/[Framework Contract]/and/[Specific Contracts]* are passed on to the new owner/licensee and that this new owner/licensee has the obligation to pass them on in any subsequent transfer/ licensing.

Notification procedure

If a party intends to transfer or grant a licence to a third party in one of the notification cases listed above, *[the contractor wishing to implement exclusive transfer/licensing must notify the contracting authority who will request prior authorisation to the EU]/[the procurer(s) wishing to implementing exclusive transfer/licensing will request prior authorisation to the EU]*. The notification must be done at least *[specify an appropriate period, e.g. three months]* in advance and:

- identify the specific results concerned
- describe in detail the intended new owner or licensee and the planned or potential exploitation of the results and
- include a reasoned assessment of the likely impact of the intended transfer or exclusive license on:
 - the access rights to the results and on the background and sideground that is essential for accessing the results as foreseen by the *[Contract] [Framework Agreement]/[Framework Contract]/and/[Specific Contracts]* for the contracting authority, the members of the buyers group or for third parties
 - the commercialisation exploitation of the results in line with public interests and EU interests, in particular regarding competitiveness *[OPTION when safeguarding of EU strategic autonomy interests is important for the buyers group, in particular when the PPI involves security-related goods/services and/or when the HE call conditions impose specific additional security obligations: and EU strategic autonomy objectives as specified in Article XX.5]* as well as consistency with ethical principles and security considerations on EU interests.

The *[contracting authority may on behalf of the EU granting authority request the contractor]/[EU granting authority may request the contracting authority]* for additional information to verify the potential impact of the intended transfer/licensing, upon which the *[contractor]/[contracting authority]* must promptly provide the requested information.

¹⁰⁰ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

Before granting the authorisation, the EU granting authority will verify the potential impact of the intended transfer or exclusive licensing.

The EU granting authority may object to the transfer or exclusive licensing or may condition its authorisation to measures ensuring that the transfer or exclusive licensing will not have unintended or undesirable consequences.

Before the EU granting authority gives its written authorisation, the transfer or licensing may not take place and any transfer or exclusive licensing agreement concluded before or without a written authorisation will be null and void.

XX.6 Pre-existing materials and pre-existing rights (background and sideground)

Provide for the rights and obligations concerning pre-existing materials and rights (background and sideground). Specify:

- rules regarding ownership of pre-existing rights (standard is that they remain unchanged, except in exceptional duly justified cases)
- that the parties must inform each other about the generation of/changes in pre-existing rights within [insert number] days from the generation /change
- that each party (contractor or procurer(s)) introducing background must within [define period e.g. 2 weeks] of the signing of the PPI contract(s) provide the other party with a list of the pre-existing rights it holds and/or has access to (e.g. via its subcontractors) and a list of the software necessary for the operation of the products/services that will be deployed during the PPI, specifying which software is closed source software
- the access that the parties must grant each other to each other's pre-existing rights for carrying out the tasks assigned to them in the PPI, for exploitation of results generated in the PPI and for using the results for their own purposes (standard is access rights at least for the procurer(s) for which the contractor is deploying solutions)

The conditions for access should be fair and reasonable to all parties, e.g. — as appropriate for your PPI —:

- on a royalty-free, non-exclusive basis, access to each other's background, for carrying out the tasks assigned to them in/during the PPI
- under fair and reasonable conditions and on non-exclusive basis, access to each other's background, for exploitation of results generated in the PPI and for using the results for their own purposes in particular also after the PPI
- under fair and reasonable conditions and on non-exclusive basis, access to each other's sideground, for carrying out the tasks assigned to them in the PPI, for exploitation of results generated in the PPI and for using the results for their own purposes in particular also after the PPI.

Make sure you implement — if applicable — any control obligations imposed by the HE call conditions for your grant, e.g.:

Subject to pre-existing obligations that may apply to background or sideground, the contractor also grants rights to use its background and sideground — under the same conditions as above — to entities that are under the direct or indirect control of procurers of the buyers group, or under the same direct or indirect control as procurers of the buyers group, or directly or indirectly controlling procurers of the buyers group [OPTION for PPIs with control restrictions in the HE call conditions:, subject to applicable control restrictions].

[OPTION for PPIs with control restrictions due to strategic interests in the HE call conditions: The contractor must ensure that background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries set out in section 3.1 of the request for tenders and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from the list of pre-existing rights agreed between the contractor and the contracting authority that will be used for the PPI — unless otherwise agreed with the contracting authority.]

Note that background that impacts the exploitation of results should be understood as making the exploitation of those results subject to control or restrictions, for example if exploitation would require the agreement of the entity owning the background. If such background needs to be used this must be agreed with the granting authority.

If framework agreements are used, an updated list of pre-existing rights must be provided with each call-off (if needed).

Third parties providing in-kind contributions to the PPI and preferred partners should be covered in the Article on participation of preferred partners and third parties providing in-kind contributions.

Article XX – Confidentiality

The parties shall keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of the [Contract]/[Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts] and up to [insert number of years (minimum 4 years after the end of the Horizon Europe grant)] years after their end.

If information has been identified as confidential only orally, it shall be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the [Contract] [Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts].

The parties may disclose confidential information to their staff or to third parties involved in the PPI implementation only if:


- (a) they need to be aware of this information in order to implement the PPI activities under the [Contract]/[Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts] and
- (b) they are bound by an obligation of confidentiality.

The [procurers]/[procurer] may disclose confidential information to the EU granting authority if required under their Horizon Europe grant agreement.

The confidentiality obligations cease to apply if:

- (a) the disclosing party agrees to release the other party from the obligation
- (b) the information becomes generally and publicly available, without breaching any confidentiality obligation or
- (c) the disclosure of the information is required by EU or national law.

This does not change the security obligations, which still apply. Stricter confidentiality obligations apply for information that is EU-classified or subject to a security recommendation.

 If the duration of the Horizon Europe grant agreement is longer than foreseen (i.e. if the action duration is extended), you must also extend the confidentiality obligation for the PPI contract(s) (via an amendment).

Article XX – Promotion, publicity, communication

XX.1 Dissemination obligations

The contractor shall undertake communication activities to create publicity about its participation to the procurement, and to promote the objectives and the results of the PPI (in particular, to other potential customers with the objective to achieve wider commercial exploitation of the results).

When undertaking these activities, the contractor shall ensure that they do not infringe any of its other obligations under this [Contract] [Framework Agreement]/[Framework Contract]/[or]/[a Specific Contract], such as its obligations regarding protection of intellectual property, confidentiality, security restrictions or its obligations under data protection legislation. Where the buyers group or HE call conditions impose additional dissemination obligations (e.g. open access obligations) on the PPI contractors for the results of the PPI, add them here.

XX.2 Obligation of prior notification of the contracting authority

During the implementation of the [Contract] [Framework Agreement]/[Framework Contract]/and/[Specific Contracts] and for a period of [insert number] [years]/[months] after the end of the [Contract] [Framework Agreement]/[Framework Contract]/and/[Specific Contracts], the contractor shall inform the [lead procurer]/[procurer] [indicate number] days in advance of any (written or oral) publication or any other type of communication (in any media or form) relating to the services or results. Information on communication activities expected to have a major media impact shall be provided sufficiently in advance to allow the [procurers]/[procurer] to inform the EU.

The contractor must, in particular, submit a draft copy of any publications:

- for written publications, at the same time as the submission to the editor for publication or at least one month before the date intended for publication, whichever is earlier
- for oral communications or other types of disclosure, twenty calendar days before the forecasted date of submission to the organiser of a scientific meeting or of said other type of disclosure.

If requested by the contracting authority, the contractor shall remove any confidential or security sensitive information before the disclosure.

Both parties agree that they will balance any of their requests to remove confidentiality, security or intellectual property-sensitive aspects from a publication proposed by the other party against the other party's objective to maintain sufficient information related to the performance of the [Contract] [Framework Agreement]/[Framework Contract]/and/[Specific Contracts] or the results that is necessary for the appropriate presentation or understanding of the publication.

XX.3 Recognition of EU funding

All communication activities about the PPI and/or its results (including in electronic form and via social media), as well as infrastructure, equipment and major results financed by the PPI shall display the EU emblem and include the following text:

- for communication activities: 'This [communication][publication] is part of the [acronym of the HE grant] project that has received funding from the European Union's Horizon Europe Research and Innovation Programme'
- for infrastructure, equipment and major results: 'This [infrastructure][equipment][insert type of result] is part of the [acronym of HE grant] project that has received funding from the European Union's Horizon Europe Research and Innovation Programme'.

If results are incorporated in a standard, the contractor must — unless the contracting authority requests or agrees otherwise in writing or unless it is impossible — ask the standardisation body to include the following statement in (information related to) the standard: 'Funded by the European Union'.

If results are protected through registered IPR, the contractor must — wherever possible under the applicable rules — include in its applications for protection the following statement: 'These results were achieved with EU support. The European Union has certain rights in these results'.

When displayed together with another logo, the EU emblem shall have appropriate prominence. The contractor may use the EU emblem without first obtaining approval from the EU. This does not, however, give the contractor the right to exclusive use. Moreover, the contractor may not appropriate the EU emblem or any similar trademark or logo, either by registration or by any other means.

All communication activities shall indicate that the opinions expressed reflect only the author's views and do not represent the contracting authority's or the EU's official position. The contracting authority, in agreement with the EU granting authority, may waive this obligation in writing or provide the text of the disclaimer.

XX.4 Communication/publication rights for the procurers

The [procurers][procuree] may use, for the purposes of communication and publicity, all information relating to the PPI, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).

The [procurers][procuree] may, in particular, publish the names of the contractor and its project abstracts, the summaries of the main results from the PPI and the lessons learnt during the PPI (*e.g. relating to the feasibility of the delivered innovative solutions to meeting the procurers' requirements, and the lessons learnt for potential future use of the solutions proposed*).

This does not change the confidentiality obligations under Article XX.

Moreover, before publishing this information, the [procurers][procuree] shall consult the contractor, in order to avoid harm to legitimate business interests (*e.g. regarding aspects of the solutions that could be IPR-protected*) or distortion of competition.

XX.5 Communication/publication rights for the EU

The EU may use, for the purposes of communication and publicity, information relating to the PPI, documents (notably summaries) and deliverables, and any other material (such as pictures or audiovisual material) from the contractor (including in electronic form).

If the EU's use of these materials, documents or information would risk compromising legitimate interests, the contractor may, however, ask the [lead procurer][procuree] to request the EU not to use it.

The right to use the contractor's materials, documents and information includes:

- (a) use for its own purposes (in particular, making them available to persons working for the EU granting authority or any other EU service (including institutions, bodies, offices, agencies, etc.) or EU Member State institution or body; copying or reproducing them in whole or in part, in unlimited numbers; and communication through press information services)
- (b) distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes)
- (c) editing or redrafting (including shortening, summarising, inserting other elements (e.g. meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation)
- (d) translation
- (e) storage in paper, electronic or other form
- (f) archiving, in line with applicable document-management rules
- (g) the right to authorise third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (b), (c), (d) and (f), if needed for the information, communication and publicity activity of the granting authority and
- (h) processing, analysing, aggregating the materials, documents and information received and producing derivative works.

If the right of use is subject to rights of a third party (including the contractor's staff), the contractor shall ensure that it obtains the necessary approval from the third parties concerned).

Article XX – Conflicts of interest

XX.1 The contractor shall take all measures necessary to prevent a situation arising where the impartial and objective implementation of the [Contract][Framework Agreement][Framework Contract][or][a Specific Contract] is compromised for reasons involving economic interests, political or national affinity, family, personal life or any other shared interest.

The contractor shall also take all measures necessary to prevent a situation in which its (previous or ongoing) professional activities affect the impartial and objective implementation of the [Contract]/[Framework Agreement]/[Framework Contract]/[or]/[a Specific Contract].

XX.2 The contractor shall notify the [lead procurer]/[procurer] without delay of any situation constituting or likely to lead to a conflict of interest (including changes of ownership) and shall immediately take all steps necessary to rectify this situation.

The [lead procurer]/[procurer] may instruct the contractor to take specific measures to remedy the situation.

Article XX – Ethics and integrity

XX.1 The contractor shall carry out the tasks assigned to it in the [Contract]/[Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts] in compliance with:

- (a) ethical principles (including the highest standards of integrity) and
- (b) applicable international, EU and national law.

The contractor must commit to and ensure the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities). The contractor must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

In case the development, deployment and/or use of the PPI solution involves artificial intelligence (AI), the contractor must ensure that the artificial intelligence is trustworthy, i.e. lawful, ethical and technically robust. The artificial intelligence system must preserve and protect the following six general ethical principles based on fundamental rights as enshrined in the Charter of Fundamental Rights of the European Union (EU Charter), and in relevant international human rights law¹⁰¹:

- respect for human agency: human beings must be respected to make their own decisions and carry out their own actions. Respect for human agency encapsulates three more specific principles, which define fundamental human rights: autonomy, dignity and freedom
- privacy and data governance: people have the right to privacy and data protection and these should be respected at all times
- fairness: people should be given equal rights and opportunities and should not be advantaged or disadvantaged undeservedly
- individual, social and environmental well-being: artificial intelligence systems should contribute to, and not harm, individual, social and environmental wellbeing
- transparency: the purpose, inputs and operations of artificial intelligence programs should be knowable and understandable to its stakeholders
- accountability and oversight: humans should be able to understand, supervise and control the design and operation of AI based systems, and the actors involved in their development or operation should take responsibility for the way that these applications function and for the resulting consequences.

The contractor may not:

- carry out activities in a Member State for an activity which is forbidden in that Member State
- carry out activities in a country inside or outside the EU, if they are prohibited in all EU Member States.

¹⁰¹ For more information, see [Horizon Europe guidance on ethics by design and ethics of use approaches for AI](#).

The contractor may not carry out activities which:

- (a) aim at human cloning for reproductive purposes
- (b) intend to modify the genetic heritage of human beings in a way which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads) or
- (c) intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer
- (d) lead to the destruction of human embryos (for example, for obtaining stem cells).

The contractor may not carry out activities that do not focus exclusively on civil applications.

The contractor shall respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity¹⁰².

This implies compliance with the following essential principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts.

and means that the contractor must ensure that persons carrying out research tasks follow the good research practices and refrain from the research integrity violations described in this Code.

XX.2 Before starting any activity that raises an ethical issue, the contractor shall submit to the [lead procurer]/[procurer] a copy of:

- (a) any ethics committee opinion required under national law and
- (b) any notification or authorisation for activities raising ethical issues required under national law.

[OPTION if the HE grant agreement contains ethics requirements that concern the PPI contract(s):

XX.3 In addition, the contractor shall comply with the following ethics requirements:

- [insert the ethics deliverables from Annex 1 to the HE grant agreement].]

Article XX – Security-related obligations

*[OPTION if the contracts involve dual-use goods or dangerous materials or substances: **XX.X***

Activities involving dual-use goods or dangerous materials and substances shall comply with applicable EU, national and international law.

Before starting the activity, the contractor shall provide the [lead procurer]/[procurer] with a copy of any export or transfer licences required.]

*[OPTION if the HE grant agreement provides for a security classification that affects the PPI contract(s): **XX.X*** Classified information shall be treated in accordance with the security aspect letter (SAL) annexed to the HE grant agreement and EU Decision No 2015/544¹⁰³ until it is declassified.

¹⁰² European Code of Conduct for Research Integrity of ALLEA (All European Academies).

¹⁰³ Commission Decision [2015/444/EC, Euratom](#) of 13 March 2015 on the security rules for protecting EU-classified information.

Tasks involving classified information may not be subcontracted without prior written approval from the [lead procurer][procurer].

The contractor shall inform the [lead procurer][procurer] of any changes relating to security and, if necessary, request an amendment.]

*[OPTION if the HE grant agreement contains security recommendations restricting disclosure or dissemination that affect the PPI contract(s): **XX.X*** The following results may be disclosed or disseminated only if the contractor has first obtained written approval from the [lead procurer][procurer]:

- [insert the results subject to a security recommendation restricting disclosure or dissemination from Annex 1 to the HE grant agreement].]

*[OPTION if the HE grant agreement contains other security recommendations that affect the PPI contract(s): **XX.X*** In addition, the contractor shall comply with the following security recommendations:

- [insert the security recommendations from Annex 1 to the HE grant agreement].]

Define the applicable rules regarding location, access and processing of security related data. In case the HE call conditions impose other geographic restrictions (e.g. restrictions on the participation and/or control of contractors to the procurement, place of performance requirements, etc), agree in cooperation with the granting authority how to best ensure consistency of the rules on handling of security related data with those other restrictions.

The localisation of and access to [all security related data handled under the contract] [all data related to contract activities that are performed on the security components of the solution] [...] processed by the contractor shall comply with the following:

- the data shall only be processed within the territory of [the European Union and the Horizon Europe associated countries¹⁰⁴] [the European Union][...] and will not leave that territory
- the data shall only be held in data centres located with the territory of [the European Union and the Horizon Europe associated countries] [the European Union][...]
- [no access shall be given to such data outside of [the European Union and the Horizon Europe associated countries] [the European Union][...] or [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to security related data [as defined in EU Decision No 2015/544] [...]]
- the contractor may not change the location of data processing without the prior written authorisation of the contracting authority.

Article XX – Processing of personal data

The contractor shall process personal data in compliance with the applicable EU and national law on data protection, in particular Regulation [2016/679](#)¹⁰⁵ (including as relates to authorisations and notification requirements).

Contractors must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes

¹⁰⁴ [List of Horizon Europe participating countries.](#)

¹⁰⁵ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1).

- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- accurate and, where necessary, kept up to date
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed and
- processed in a manner that ensures appropriate security of the data.

Define the conditions to be respected regarding location, access and processing of personal data. In case the HE Call conditions impose other geographic restrictions (e.g. restrictions on the participation and/or control of contractors to the procurement, place of performance requirements, etc), agree in cooperation with the granting authority how to best ensure consistency of the rules on handling of personal data with those other restrictions.

The localisation of and access to the personal data processed by the contractor shall comply with the following:

- the personal data shall only be processed within the territory of [the European Union and the Horizon Europe associated countries¹⁰⁶] [the European Union][...] and will not leave that territory
- the data shall only be held in data centres located with the territory of [the European Union and the Horizon Europe associated countries] [the European Union][...]
- [no access shall be given to such data outside of [the European Union and the Horizon Europe associated countries] [the European Union][...] or [access to data may be given on a need to know basis only to authorised persons established in a country which has been recognised by the European Commission as providing adequate protection to personal data]
- the contractor may not change the location of data processing without the prior written authorisation of the contracting authority
- any transfer of personal data under the [Contract][Framework Agreement][Framework Contract][and][Specific Contracts] to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of Regulation (EU) 2016/679.

The contractor may grant its staff access to data only in so far as is strictly necessary for implementing, managing and monitoring the [Contract][Framework Agreement][Framework Contract][and][Specific Contracts].

The contractor must inform the staff whose personal data are collected and processed by the [procurers][procurer] and/or the EU. For this purpose, the contractor must provide them with the privacy statements of the [procurers][procurer] and the EU, before transmitting their data. If explicit prior consent from the data subjects is needed, the contractor must obtain such consent.

Article XX – Obligation to provide information and keep records

XX.1 The contractor must, at any time during the implementation of the [Contract] [Framework Agreement][Framework Contract][and][Specific Contracts] or afterwards, provide any information requested by the [procurers][procurer] in relation to the [Contract] [Framework Agreement][Framework Contract][or][a Specific Contract].

XX.2 The contractor must keep, for a period of up to [insert number of years (minimum 5 years after the end of the HE2020 grant agreement)] years after the end of the [Contract] [Framework Agreement][Framework Contract][and][Specific Contracts], records and other supporting documentation relating to their implementation.

¹⁰⁶ [List of Horizon Europe participating countries.](#)

This obligation includes records and other supporting documentation on scientific and technical implementation (in line with the accepted standards in the field) and on the price charged and the costs incurred by the contractor.

The contractor must keep the original documents. Digital and digitalised documents are considered originals if they are authorised under national law.

Should there be ongoing checks, reviews, audits, investigations, litigation or other pursuits of claims (including claims by a third party against the procurer(s)), the contractor must keep the records and other supporting documentation until the end of these procedures.

Article XX – EU checks, reviews, audits and investigations

Should the EU (including the European Court of Auditors, the European Public Prosecutor's Office (EPPO) or the European Anti-Fraud Office (OLAF)) decide to carry out a check, review, audit or investigation, the contractor must make available all information, records and other supporting documents relating to the implementation of the [Contract]/[Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts].

Should there be an on-the-spot visit, the contractor must allow access to its premises and must ensure that the information requested is readily available.

Article XX – EU impact evaluation

Should the EU carry out an impact evaluation (of its grant to the [procurers]/[procurer]), the contractor must make available all information, records and other supporting documents relating to the implementation of the [Contract] [Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts].

Article XX – Breach of contract

Set out the consequences in case of breach of contract (in line with the law applicable to the contract).

Don't forget provisions on partial/improper implementation of tasks and breach of other obligations.

Include a section on liability for damages:

XX.1 The contractor must compensate the [procurers]/[procurer] if they are held liable by the EU for damage sustained as a result of the implementation of the [Contract] [Framework Agreement]/[Framework Contract]/[or]/[a Specific Contract] (or because it was not implemented properly).

XX.2 The EU cannot be held liable for any damage caused to the contractor or caused by the contractor in connection with the implementation of the [Contract] [Framework Agreement]/[Framework Contract]/[or]/[a Specific Contract].

Set out clear rules for termination of the [Contract] [Framework Agreement]/[Framework Contract]/[and]/[Specific Contracts], reduction or recovery of payments and liquidated damages. Think of including not only such rules for typical breach of contract situations that may occur in any type of procurement, but think also of how to use them for breaches of PPI specific provisions (e.g. breaches of compliance with any applicable place of performance requirements, place of establishment and control requirements, with IPR and commercialisation requirements).

[OPTION in case there are preferred partners and third parties providing in-kind contributions to the PPI: Article XX – Participation of preferred partners and third parties providing in-kind contributions to the PPI]

Complete as applicable to the specificities of the PPI. Name the preferred partners and third parties providing in-kind contributions to the PPI and explain the boundary conditions for their participation, i.e. the rights and responsibilities under the contract(s).

Pay particular attention to clearly set out the rules for participating in monitoring/evaluation of results, confidentiality, processing of personal data and communication.

Specify also clearly the IPR-related rights (*e.g. access rights to results needed to follow the implementation of the PPI*) and obligations of preferred partners and third parties providing in-kind contributions to the PPI (*e.g. keep confidential information about product implementation details of IPR protected parts of the solution*).**]**

Appendix 11 PPI Contract notice

PPI CONTRACT NOTICE

This template is intended to help EU beneficiaries to prepare their PPI contract notices. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠ *The contract notice is optional for 'limited follow-up PPIs' (i.e. PPIs that are limited to the procurement of a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE). Such PPIs can use the negotiated procedure without publication (i.e. not publish a contract notice, but send the request for tenders to at least 3 potential providers, including those that successfully completed the preceding PCP).*

⚠ *This document was designed for joint PPIs' (standard case); for 'coordinated PPIs', please double-check the instructions, to make sure they work.*

The contract notice has to be filled out online on the [TED – tenders electronic daily website](#). Use the English version of the simap standard form that is most appropriate for your type of organisation:

- *for lead procurers in the public sector: 'Contract notice'*
- *for lead procurers in the utilities sector: 'Contract notice – utilities'*
- *for lead procurers in the field of defence and security: 'Contract notice for contracts in the field of defence and security'.*

In addition to English, you may publish the contract notice (or a summary) in any other language(s).

Remember that publication of the contract notice in TED is only a first step. The call for tenders must also be actively promoted and advertised widely to potential tenderers across Europe, using in particular also Horizon Europe Internet sites and HE National Contact Points. Promote it also via large European industry events across Europe, relevant industry initiatives at EU level (e.g. European partnerships, EIPs, PPPs, Horizon Europe Missions), sectorial industry associations and chambers of commerce across Europe (e.g. the Enterprise Europe Network), relevant sectorial and innovation procurement related social media channels. In order to treat all potential tenderers equally, such targeted promotion activities can only start AFTER the publication of the contract notice in TED.

A copy of the draft contract notice must be submitted as a deliverable to the EU granting authority at the latest 30 days before it is sent for publication to the EU Publications Office (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contract notice and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Contract notice

Directive 2014/24/EU

Section I: Contracting authority

I.1) Name and addresses ¹ (please identify all contracting authorities responsible for the procedure)

Official name:		National registration number: ²	
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:		Telephone:	
E-mail:		Fax:	
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

If the lead procurer is responsible for carrying out a joint call for tenders (see I.2.), give the contact details of the lead procurer and all the procurers in the buyers group.

If procurers group carry out individual calls for tenders (see I.2.), each procurer must complete separate contract notices for its own calls and give his own contact details.

In the internet addresses section, give the project website if you do not want to use the general website of the procurer(s) involved. Use the address of the buyer profile of the procurer(s) involved.

I.2) Joint procurement

- The contract involves joint procurement
 In the case of joint procurement involving different countries, state applicable national procurement law:
- The contract is awarded by a central purchasing body

Select 'yes' for the first question ('The contract involves joint procurement'). The EU Public Procurement Directives do not distinguish between joint and coordinated procurements.

Provide the following 2 types of information in the free text field for 'In the case of joint procurement involving different countries, state applicable national procurement law':

- clarify who is responsible for which parts of the procurement procedure

Explain:

for joint PPIs whether:

- the lead procurer is responsible for the whole procurement procedure, i.e. for coordinating the open market consultation, joint tendering, joint evaluation of offers and joint contracting of all PPI contracts

or

- the lead procurer is only responsible for part of the procurement procedure and each procurer in the buyers group is responsible for the rest (e.g. the lead procurer is responsible for coordinating the open market consultation, the joint tendering, the joint evaluation of offers and possibly also the award of a framework contract/agreement, but each procurer in the buyers group is responsible for the specific contracts for the innovative solutions it buys for itself)

for coordinated PPIs whether:

- the lead procurer is responsible for preparing the jointly agreed tender specification and for coordinating a joint open market consultation, but each procurer in the buyers group is responsible for carrying out a separate procurement for the innovative solutions it buys for itself

or

- the lead procurer is responsible for preparing the jointly agreed tender specifications, but each procurer in the buyers group is responsible for carrying out a separate open market consultation and a separate procurement for the innovative solutions it buys for itself

- state the applicable national procurement law(s)

If the lead procurer is responsible for the whole procedure, mention only the national procurement law of the lead procurer. If there are shared responsibilities, mention the national procurement laws of lead procurer and all procurers in the buyers group (and specify that they apply for the stages they are each respectively responsible for.

Only select 'yes' for the second question ('The contract is awarded by a central purchasing body'), if this is the case for your PPI.

Fill out the 'NUTS codes' of the countries of all the procurers that are buying innovative solutions through the PPI.

For the 'main site or place of performance', specify the place of performance requirement(s) and the location(s) for testing:

[OPTION for PPIs that involve security-related goods/services: At least [insert the percentage chosen by the buyers group or imposed by the HE call conditions for this PPI; if there are sufficient providers able to do the work in Europe, it is typically set at 100% for security reasons]% of the contracted work on security components of the solution must be performed in [OPTION if there are participation and/or control restrictions in the HE call conditions: [add the list of countries to which participation and/or control is restricted]] [OPTION if there are no participation and/or control restrictions in the HE call conditions: [add 'EU Member States or Horizon Europe associated countries']].]

In addition, the contractors must ensure that none the contracted work is performed, in countries or by entities that are subject to [EU restrictive measures](#) under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)¹⁰⁷ (sanctions). They must ensure that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

In case conformance testing/certification/quality labelling is required, include the countries in which this will take place: *[Conformance testing]/[Certification]/[Quality labelling]* is expected to take place in the following countries [insert the relevant countries] *[additional OPTION for PPIs that involve security related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].*

II.2.4) Description of the procurement:

(nature and quantity of works, supplies or services or indication of needs and requirements)

Explain any differences in scope per lot (in case lots are used).

Explain (per lot, in case lots are used):

The procurement will be implemented as follows:

Explain briefly key specificities in how the procurement will be implemented (*e.g. in case of a competitive dialogue, indicate how long the dialogue phase will take and how it will be implemented e.g. in how many different stages*).

If the market readiness to deliver solutions compliant with the requirements is already established (*e.g. via conformance testing/certification/quality labelling before launching the contract notice*), explain where interested tenderers can find the results of this exercise.

If the readiness of the market to deliver solutions compliant with the requirements still needs to be established (*e.g. via conformance testing/certification/quality labelling as part of the evaluation of offers before contract award*), explain that interested tenderers can obtain additional information about the modalities for the required conformance testing/certification/quality labelling in the PPI request for tenders.

Contract implementation will consist of a deployment phase (which is expected to be completed [insert number] months after contract award) and an operational validation phase ([insert a number that reflects an appropriate duration for evaluating the impacts on conversion into permanent service of the solutions] of months — during which the solutions will be evaluated in real-life operational conditions).

Indicate briefly whether the operational evaluation will be done by an independent third party or not and what role the contractors will need to play during the evaluation.

Specify the IPR regime:

¹⁰⁷ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the [EU Sanctions Map](#).

[OPTION 1 for PPIs where the IPR stays with the contractors (standard option for HE funded PPIs): The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate in the PPI and will be able to use them to exploit the full market potential of their innovative solutions *i.e. beyond this procurement*. [The market potential is estimated at [insert available figures about the potential total market size, *i.e. beyond this procurement*].]

[OPTION 2 for PPIs where the IPR stays with the procurers (exceptional situation for HE funded PPIs): The procurer(s) will retain ownership of the intellectual property rights (IPRs) that the contractors generate in the PPI because [explain briefly the reason why]. However the contractors will be granted access rights and will be able to use them to exploit the market potential of their innovative solutions *i.e. beyond this procurement* [mention applicable restrictions, if any]. [The market potential is estimated at [insert available figures about the potential total market size, *i.e. beyond this procurement*].]

Provide any other relevant information. If needed to cope with the character limit in the forms, distribute text also over 'II.1.4) Description of the procurement' and 'II.2.14) Additional information'.

<p>II.2.5) Award criteria</p> <p><input type="radio"/> Criteria below</p> <p style="margin-left: 20px;"><input type="checkbox"/> Quality criterion – Name: / Weighting: ^{1,2,20}</p> <p style="margin-left: 20px;"><input type="radio"/> Cost criterion – Name: / Weighting: ^{1,20}</p> <p style="margin-left: 20px;"><input type="radio"/> Price – Weighting: ²¹</p> <p><input type="radio"/> Price is not the only award criterion and all criteria are stated only in the procurement documents</p>
--

Select one of the 2 options ('Criteria below' OR 'Price is not the only award criterion and all criteria are stated only in the procurement documents').

If you select the first option ('Criteria below'), you must indicate all the criteria and their weighting.

Note that evaluation of the tenders must be based on best value for money criteria (not just lowest price).

<p>II.2.6) Estimated value</p> <p>Value excluding VAT: [] Currency: [] [] []</p> <p><i>(for framework agreements or dynamic purchasing systems – estimated total maximum value for the entire duration of this lot)</i></p>
--

Only fill in if lots are used.

<p>II.2.7) Duration of the contract, framework agreement or dynamic purchasing system</p> <p>Duration in months: [] or Duration in days: []</p> <p>or Start: (dd/mm/yyyy) / End: (dd/mm/yyyy)</p> <p>This contract is subject to renewal <input type="radio"/> yes <input type="radio"/> no Description of renewals:</p>

Enter the duration.

<p>II.2.9) Information about the limits on the number of candidates to be invited <i>(except in open procedures)</i></p> <p>Envisaged number of candidates: []</p> <p>or Envisaged minimum number: [] / Maximum number: ²[]</p> <p>Objective criteria for choosing the limited number of candidates:</p>

Complete as applicable. Avoid conditions that might unduly restrict participation.

<p>II.2.10) Information about variants</p> <p>Variants will be accepted <input type="radio"/> yes <input type="radio"/> no</p>

Complete as applicable. Consider that accepting variants is an effective way to induce innovation.

<p>II.2.11) Information about options</p> <p>Options <input type="radio"/> yes <input type="radio"/> no Description of options:</p>
--

Complete as applicable.

II.2.12) Information about electronic catalogues

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue

Complete as applicable. Avoid conditions that might unduly restrict participation.

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds yes no

Identification of the project:

Select 'yes'.

Use this text:

This procurement receives funding from the European Union's Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] – [insert project acronym] (see [insert project website]).

[OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PPI budget is funded by other EU programmes, for example the European Regional and Development Fund (ERDF)): This procurement receives also funding from the *[OPTION 1 for EU programmes: European Union's [insert name of EU programme]]* *[OPTION 2 for national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union];* [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement but is not participating as a contracting authority in the procurement.

Note that it is not allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. HE and ERDF). But it is possible for *different* procurers in the buyers group to receive funding from different EU sources.

II.2.14) Additional information:

[OPTION for all PPIs (except limited follow-up PPIs without open market consultation): Participation in the **open market consultation** that was held as part of the preparation for this procurement is not a prerequisite for submitting a tender. For more information about the open market consultation Q&A, see *[insert address]*.]

Offers may be submitted in English *[and [insert additional language(s), if any]]*. All communication (before, during and after the procurement) will be made in English *[and [add additional language(s), if any]]*.

More information

See:

- the project website (see [insert address])
- PPIs on the [Europa website](#)

or contact:

- [insert email address or interactive web address].

Provide other additional information (if applicable).

Please ensure that interested operators can ask questions about the procurement and tender documents and give them sufficient time to do so.

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

Complete if applicable. Avoid conditions that might unduly restrict participation.

You can refer to the tender documents for further information.

III.1.2) Economic and financial standing

Selection criteria as stated in the procurement documents

List and brief description of selection criteria:

Minimum level(s) of standards possibly required: ²

Complete if applicable. Avoid conditions that might unduly restrict participation.

You can refer to the tender documents for further information.

III.1.3) Technical and professional ability

Selection criteria as stated in the procurement documents

List and brief description of selection criteria:

Minimum level(s) of standards possibly required: ²

Complete if applicable. Avoid conditions that might unduly restrict participation.

You can refer to the tender documents for further information.

III.1.5) Information about reserved contracts ²

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons

The execution of the contract is restricted to the framework of sheltered employment programmes

The options for reserved contracts do not apply.

III.2) Conditions related to the contract ²

III.2.1) Information about a particular profession (*only for service contracts*)

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

Complete if applicable. Avoid conditions that might unduly restrict participation.

III.2.2) Contract performance conditions:

Complete if applicable. Avoid conditions that might unduly restrict participation.

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Complete if applicable. Avoid conditions that might unduly restrict participation.

Section IV: Procedure

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: (dd/mm/yyyy) Local time: (hh:mm)

Enter date and local time.

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates ⁴

Date: (dd/mm/yyyy)

Do not fill in, unless a restricted procedure is used.

IV.2.4) Languages in which tenders or requests to participate may be submitted: [] [] ¹

Select at least 'English' and add additional languages, if any.

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

Tender must be valid until: (dd/mm/yyyy)
or Duration in months: [] (from the date stated for receipt of tender)

Complete as applicable.

IV.2.7) Conditions for opening of tenders

Date: (dd/mm/yyyy) Local time: (hh:mm) Place:
Information about authorised persons and opening procedure:

Complete as applicable.

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement yes no
Estimated timing for further notices to be published: ²

Complete as applicable.

VI.2) Information about electronic workflows

- Electronic ordering will be used
- Electronic invoicing will be accepted
- Electronic payment will be used

Complete as applicable.

VI.3) Additional information: ²

Provide any other additional relevant information.

VI.4) Procedures for review

VI.4.1) Review body

Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Complete as applicable.

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: <i>(URL)</i>		Fax:

Complete as applicable.

VI.4.3) Review procedure
Precise information on deadline(s) for review procedures:

Complete as applicable.

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: <i>(URL)</i>		Fax:

Complete as applicable.

VI.5) Date of dispatch of this notice: *(dd/mm/yyyy)*

Enter date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

¹ *please repeat as many times as needed*

² *if applicable*

⁴ *if this information is known*

²⁰ *importance may be given instead of weighting*

²¹ *importance may be given instead of weighting; if price is the only award criterion, weighting is not used*

Appendix 12 PPI Contract award notice

PPI CONTRACT AWARD NOTICE

This template is to help EU beneficiaries to prepare their PPI contract award notices. Text in green is meant to indicate instructions or options; text in black is sample text.

⚠ *The contract award notice is mandatory for all types of PPI procurements (including 'limited follow-up PPIs', i.e. PPIs for a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE).*

⚠ *This document was designed for joint PPIs' (standard case); for 'coordinated PPIs', please double-check the instructions, to make sure they work.*

The contract award notice has to be filled out and published online on the [TED – tenders electronic daily website](#) within 48 days after conclusion of the contracts (see [EU AGA – Annotated Grant Agreement, art 6.2.D.5](#)).

Use the English version of the simap standard form that is appropriate for your type of organisation:

- for lead procurers in the public sector: 'Contract award notice'*
- for lead procurers in the utilities sector: 'Contract award notice – utilities'*
- for lead procurers in the field of defence and security: 'Contract award notice for contracts in the field of defence and security'.*

In addition to English, you may publish the contract award notice (or a summary) in any other language(s).

If framework agreements are used, verify whether national law requires publishing separate contract award notices for each contract based on the agreement (or grouped notices on a quarterly basis).

A copy of the published contract award notice should be submitted to EU granting authority as part of the deliverables at the end of the tender evaluation (see [General Annex H of the Horizon Europe Work Programme](#)).

⚠ *This template is provided for information purposes only and is not intended to replace professional legal advice. It can be used as a starting point, but you remain responsible for your contract award notice and for adapting it to your situation (including ensuring full compliance with the EU grant requirements and the applicable rules under national law).*



Supplement to the Official Journal of the European Union

Info and online forms: <http://simap.ted.europa.eu>

Contract award notice Results of the procurement procedure

Directive 2014/24/EU

Section I: Contracting authority

I.1) Name and addresses¹ (please identify all contracting authorities responsible for the procedure)

Official name:			National registration number: ²
Postal address:			
Town:	NUTS code:	Postal code:	Country:
Contact person:			Telephone:
E-mail:			Fax:
Internet address(es)			
Main address: (URL)			
Address of the buyer profile: (URL)			

If the lead procurer is responsible for awarding contracts (see I.2.), give the contact details of the lead procurer and all the procurers in the buyers group.

If procurers individually award contracts (see I.2.), each procurer must complete separate contract award notices for the contracts it awards itself and give his own contact details.

In the internet addresses section, give the project website if you do not want to use the general website of the procurer(s) involved. Use the address of the buyer profile of the procurer(s) involved.

I.2) Joint procurement

<input type="checkbox"/> The contract involves joint procurement In the case of joint procurement involving different countries, state applicable national procurement law:
<input type="checkbox"/> The contract is awarded by a central purchasing body

Select 'yes' for the first question ('The contract involves joint procurement'). The EU public procurement directives do not distinguish between joint and coordinated procurements.

Provide the following 2 types of information in the free text field for 'in the case of joint procurement involving different countries, state applicable national procurement law':

- clarify who is responsible for which parts of the procurement procedure

Explain:

for joint PPIs whether:

- the lead procurer is responsible for the whole procurement procedure, (i.e. for coordinating the open market consultation, joint tendering, joint evaluation of offers and joint contracting of all PPI contracts)

or

- the lead procurer is only responsible for part of the procurement procedure and each procurer in the buyers group is responsible for the rest (e.g. the lead procurer is responsible for coordinating the open market consultation, the joint tendering, the joint evaluation of offers and possibly also the award of a framework contract/agreement, but each procurer in the buyers group is responsible for the specific contracts for the innovative solutions it buys for itself)

for coordinated PPIs:

- the lead procurer is responsible for preparing the jointly agreed tender specification and for coordinating a joint open market consultation, but each procurer in the buyers group is responsible for carrying out a separate procurement for the innovative solutions it buys for itself

or

- the lead procurer is responsible for preparing only the jointly agreed tender specifications, but each procurer in the buyers group is responsible for carrying out a separate open market consultation and a separate procurement for the innovative solutions it buys for itself

- state the applicable national procurement law(s)

If the lead procurer is responsible for the whole procedure, mention only the national procurement law of the lead procurer. If there are shared responsibilities, mention the national procurement laws of all lead procurer and all procurers in the buyers group (and specify that they apply for the stages they are each respectively responsible for.

Only select 'yes' for the second question ('The contract is awarded by a central purchasing body'), if this is the case for your PPI.

I.4) Type of the contracting authority

<input type="radio"/> Ministry or any other national or federal authority, including their regional or local subdivisions	<input type="radio"/> Regional or local agency/office
<input type="radio"/> National or federal agency/office	<input type="radio"/> Body governed by public law
<input type="radio"/> Regional or local authority	<input type="radio"/> European institution/agency or international organisation
	<input type="radio"/> Other type:

that none of the goods procured or used for the procurement were developed, produced or supplied in countries or by entities that are subject to such restrictive measures.

In case conformance testing/certification/quality labelling is required, include the countries in which this will take place: [Conformance testing][Certification][Quality labelling] is expected to take place in the following countries [insert the relevant countries] [additional OPTION for PPIs that involve security related testing as part of a larger international test exercise: and/or as part of large [insert the name of the relevant test exercise e.g. EU MODEX disaster management exercises] exercises in the EU].

II.2.4) Description of the procurement:

(nature and quantity of works, supplies or services or indication of needs and requirements)

Use this text:

The procurement was announced as a public procurement of innovative solutions [with x lots][with x specific contracts].

A total budget of [enter the total estimated budget for the PPI that was announced in the contract notice] was earmarked for awarding the contracts to [x lots][x specific contracts].

[OPTION 1 if the procurement is started:

[OPTION if the award of contracts proceeded as planned: Sufficient amount of good quality tenders were received to award the planned amount of contracts [for lot x] (see section V for more information).]

[OPTION if the award of contracts proceeds with less contracts as planned: The PPI is started with fewer contracts than initially planned [for lot x] because [insert reason: e.g. insufficient amount of good quality tenders were received] (see section V for more information).]

The abstract(s) of the winning tender(s) are available on [insert project website].

The PPI is expected to start in [enter expected start date] and end in [add expected completion date]. Deployment of the innovative solutions is expected to take place between [enter expected start date for deployment, per lot or specific contract if applicable] and [add expected completion date for deployment, per lot or specific contract if applicable]. Evaluation of operating the deployed solutions in real-life operational conditions is expected to take place between [enter expected start date for evaluation, per lot or specific contract if applicable] and [add expected completion date for evaluation, per lot or specific contract if applicable].

Explain any differences in scope per lot.

Explain per lot, if applicable:

The procurement will be implemented as follows.

Explain briefly key specificities in how the procurement will be implemented (e.g. in case of a competitive dialogue, indicate how many economic operators were selected to participate in the dialogue phase, the duration and amount of phases of the dialogue phase).

If conformance testing/certification/quality labelling was required, explain where the results of this exercise can be found. Contract implementation will consist of a deployment phase (which is expected to be completed [insert number] months after contract award) and an operational validation phase ([insert a number that reflects an appropriate duration for evaluating the impacts on conversion into permanent service of the solutions] of months — during which the solutions will be evaluated in real-life operational conditions).

Indicate briefly whether this evaluation will be done by an independent third party or not and what role the contractors that will deploy the solutions will need to play during this evaluation period.

Specify the IPR regime: [OPTION for PPIs where the IPR stays with the contractors (standard option for HE funded PPIs): The selected operators will retain ownership of the intellectual property rights (IPRs) that they generate in the PPI and will be able to use them to exploit the full market potential of their innovative solutions i.e. beyond this procurement. [The market potential is estimated at [insert available figures about the potential total market size, i.e. beyond this procurement].] [OPTION 2 for PPIs where the IPR stays with the procurers (exceptional situation for HE funded PPIs): The procurer(s) will retain ownership of the

intellectual property rights (IPRs) that the contractors generate in the PPI because [explain briefly the reason why]. However the contractors will be granted access rights and will be able to use them to exploit the market potential of their innovative solutions i.e. beyond this procurement [mention applicable restrictions, if any]. [The market potential is estimated at [insert available figures about the potential total market size, i.e. beyond this procurement].]]]

[OPTION 2 if the procurement will not be started: [Lot x of] the PPI will not be started because [insert reason: e.g. insufficient amount of good quality tenders were received [for lot x]] (see section V for more information).]

If needed to cope with the character limit in the forms, distribute text also over 'II.1.4) Description of the procurement' and 'II.2.14) Additional information'.

<p>II.2.5) Award criteria</p> <p><input type="checkbox"/> Quality criterion – Name: / Weighting: ^{1,2,20}</p> <p><input type="radio"/> Cost criterion – Name: / Weighting: ^{1,20}</p> <p><input type="radio"/> Price – Weighting: ²¹</p>
--

Specify the award criteria that were used and their weighting.

<p>II.2.11) Information about options</p> <p>Options <input type="radio"/> yes <input type="radio"/> no Description of options:</p>
--

Complete as applicable.

<p>II.2.13) Information about European Union funds</p> <p>The procurement is related to a project and/or programme financed by European Union funds <input type="radio"/> yes <input type="radio"/> no</p> <p>Identification of the project:</p>

Select 'yes'.

Use this text:

This procurement receives funding from the European Union’s Horizon Europe Research and Innovation Programme, under grant agreement No [insert number] – [insert project acronym] (see [insert project website]).

[OPTION if the procurement also receives funding from other EU programmes (i.e. if there are procurers in the buyers group whose financial contribution to the PPI budget is funded by other EU programmes, for example the Regional Development Fund (ERDF)): The procurement receives also funding from the [OPTION 1 for EU programmes: European Union’s [insert name of EU programme]][OPTION 2 for national programmes co-funded by the EU (e.g. by Regional Funds, Agricultural Funds): [insert name of national programme] co-financed by the European Union]: [insert beneficiary name and grant agreement number and acronym].]

The EU has given a grant for this procurement but is not participating as a contracting authority in the procurement.

Note that it is not allowed for one and the same procurer to receive funding for his part of the PCP budget from different EU programmes (e.g. HE and ERDF). But it is possible for *different* procurers in the buyers group to receive funding from different EU sources.

<p>II.2.14) Additional information:</p>
--

Add any other relevant additional information.

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure
 Accelerated procedure
 Justification:

Restricted procedure
 Accelerated procedure
 Justification:

Competitive procedure with negotiation
 Accelerated procedure
 Justification:

Competitive dialogue
 Innovation partnership
 Award of a contract without prior publication of a call for competition in the Official Journal of the European Union in the cases listed below
(please complete Annex D1)

Indicate the selected procedure.

It is not allowed to use accelerated procedures (the PPI call for tender must remain open for submission of tenders for at least 60 days) nor the innovation partnership procedure (PPI does not cover the procurement of R&D).

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement
 A dynamic purchasing system was set up

Complete as applicable.

IV.1.6) Information about electronic auction

An electronic auction has been used

Complete if applicable.

IV.1.8) Information about the Government Procurement Agreement (GPA)
 The procurement is covered by the Government Procurement Agreement yes no

Select 'yes' if WTO GPA is applicable to the PPI.

Select 'no' if WTO GPA is not applicable to the PPI.

IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure ²
 Notice number in the OJ S: [] [] [] [] /S [] [] - [] [] [] [] [] []
(One of the following: Prior information notice used as a call for competition; Contract notice; Voluntary ex ante transparency notice)

Provide information on the [PIN announcing the PPI open market consultation,] the PPI contract notice and previous contract award notices (if any). PIN not applicable for limited follow-up PPIs without PIN or low value PPIs.

Provide information about any other previous publications (if applicable).

IV.2.8) Information about termination of dynamic purchasing system

The notice involves the termination of the dynamic purchasing system published by the above contract notice

Complete as applicable.

IV.2.9) Information about termination of call for competition in the form of a prior information notice

The contracting authority will not award any further contracts based on the above prior information notice

Do not fill in. This does not concern the termination of a call for competition via a prior information notice.

Section V: Award of contract ¹

This section must be filled out as many times as needed, i.e.

<p>V.2.5) Information about subcontracting</p> <p><input type="checkbox"/> The contract is likely to be subcontracted</p> <p>Value or proportion likely to be subcontracted to third parties ⁴</p> <p>Value excluding VAT: [] Currency: [] [] []</p> <p>Proportion: [] %</p> <p>Short description of the part of the contract to be subcontracted:</p>

Complete as applicable (per lot and per specific contract, if applicable).

Section VI: Complementary information

VI.3) Additional information: ²

--

Complete if applicable.

VI.4) Procedures for review

VI.4.1) Review body		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Complete as applicable.

VI.4.2) Body responsible for mediation procedures ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Complete as applicable.

<p>VI.4.3) Review procedure</p> <p>Precise information on deadline(s) for review procedures:</p>

Complete as applicable.

VI.4.4) Service from which information about the review procedure may be obtained ²		
Official name:		
Postal address:		
Town:	Postal code:	Country:
E-mail:		Telephone:
Internet address: (URL)		Fax:

Complete as applicable.

VI.5) Date of dispatch of this notice: (dd/mm/yyyy)

Enter date.

It is the contracting authority's/contracting entity's responsibility to ensure compliance with European Union law and any applicable laws.

- ¹ please repeat as many times as needed
² if applicable
⁴ if this information is known
⁷ mandatory information not to be published
²⁰ importance may be given instead of weighting
²¹ importance may be given instead of weighting; if price is the only award criterion, weighting is not used

Annex D1 – General procurement

Justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union

Directive 2014/24/EU

(please select the relevant option and provide an explanation)

⚠️ Annex D1 should be completed ONLY for limited follow-up PPIs with negotiated procedure (i.e. PPI procurements for a limited set of prototypes and/or test products developed during a preceding PCP funded by FP7, H2020 or HE which opted for a negotiated procedure).

- 1. Justification for the choice of the negotiated procedure without prior publication of a call for competition in accordance with Article 32 of Directive 2014/24/EU**
- No tenders or no suitable tenders/requests to participate in response to
 - open procedure
 - restricted procedure
 - The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the directive *(for supplies only)*
 - The works, supplies or services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons
 - procurement aiming at the creation or acquisition of a unique work of art or artistic performance
 - protection of exclusive rights, including intellectual property rights
 - Extreme urgency brought about by events unforeseeable for the contracting authority and in accordance with the strict conditions stated in the directive
 - Additional deliveries by the original supplier ordered under the strict conditions stated in the directive
 - New works/services, constituting a repetition of existing works/services and ordered in accordance with the strict conditions stated in the directive
 - Service contract to be awarded to the winner or one of winners under the rules of a design contest
 - Procurement of supplies quoted and purchased on a commodity market
 - Purchase of supplies or services on particularly advantageous terms
 - from a supplier which is definitively winding up its business activities
 - from the liquidator in an insolvency procedure, an arrangement with creditors or a similar procedure under national laws and regulations

Select 'The products involved are manufactured purely for the purpose of research, experiment, study or development under the conditions stated in the directives (for supplies only)'.

- 2. Other justification for the award of the contract without prior publication of a call for competition in the Official Journal of the European Union**
- The procurement falls outside the scope of application of the directive

Do not complete. Not applicable.

3. Explanation

Please explain in a clear and comprehensive manner why the award of the contract without prior publication in the Official Journal of the European Union is lawful, by stating the relevant facts and, as appropriate, the conclusions of law in accordance with the directive: (500 words maximum)

Use this text:

This public procurement of innovative solutions is limited to the procurement of a limited set of [prototypes]/[test products] developed during the preceding PCP that was funded from the European Union's [Framework Programme 7]/[Horizon 2020]/[Horizon Europe] Research and Innovation Programme, under grant agreement No [insert number] – [insert project acronym] (see [insert project website]). The publications related to this PCP procedure are [insert the No of the PIN that announced the open market consultation for the PCP, the contract notice and award notice(s) for the PCP].