

SUBCONTRACT AGREEMENT FOR RESEARCH SERVICES
(hereinafter referred to as the "Contract")

concluded by and between

EIT Food CLC North-East Sp. z o.o. based in Warsaw (00-675) at Koszykowa Street no 54 registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, Commercial Court, 12th Commercial Department of the National Court Register under KRS no.00000699422, REGON (Corporate Registration Number) 368613861, NIP (TAX ID NUMBER) 5213800253, represented by: Marja-Liisa Meurice, President of the Management Board of the Company hereinafter referred to as "CLC",

and

organisation name:
registration number, name of the register:
having its registered seat at:
VAT number:
represented by:
(hereinafter referred to as "**Subcontractor**")

(CLC and Subcontractor hereinafter collectively referred to as the "**Parties**")
on the below mentioned day in accordance with the following terms and conditions:

I. Subject of the Contract

- 1.1. The Contract is concluded in order to deliver research services to implement the project *EIT Food RIS Consumer Engagement Labs* (KAVA no. 19153-23).
- 1.2. CLC orders from Subcontractor and Subcontractor undertakes to complete the certain action tasks described in Annex I to the Contract (referred to as "Annex I"). The scientific research works to be completed by Subcontractor are hereinafter collectively referred under the name of "**Services**" and individually under the name of "**Service**".
- 1.3. Subcontractor is aware of the action tasks the Services are necessary for and confirms having familiarized itself with the contents of the *Request for proposals to participate in EIT Food RIS Consumer Engagement Labs – market testing*, published online by EIT Food as part of the subcontractor selection procedure.
- 1.4. Subcontractor declares the willingness to deliver the Services related to the innovative product called ... [official product name in local language] (in English: ... [official product name in English]), which was developed and introduced to the market by company ... [name of the food producer] in ... [country].

II. Completion of the Services

- 2.1. Subcontractor shall organise the Services in ... [country name] in such a manner as to ensure that they are completed according to the written guidelines prepared by University of Warsaw as task leader and any further requirements of CLC, and shall proceed in accordance with the instructions of CLC. In case of any doubt Subcontractor is obliged to contact CLC and require CLC's decision on the doubtful issues.

- 2.2. Subcontractor guarantees the expert execution of the Services in a manner exercising professional diligence to deliver high-quality outcomes. Subcontractor shall notify CLC immediately if it cannot complete the Services either in whole or in part according to the requirements, or if sees any problems that can cause delay in completion.
- 2.3. When performing the Services, Subcontractor shall use its own tools and materials, as well as work forces.
- 2.4. When performing the Services, Subcontractor is entitled to involve subcontractors only with the prior written consent of CLC. Subcontractors need to be selected taking into account the best value for money criterion or, if appropriate, the lowest price. In doing so, Subcontractor must avoid any conflict of interest. If Subcontractor involves any subcontractors, then Subcontractor shall be liable for any and all works performed by these subcontractors as if Subcontractor has performed those works itself.
- 2.5. The Subcontractor shall maintain continuous communication with the CLC and University of Warsaw as task leader during the completion of Services.
- 2.6. CLC shall issue a Performance certificate (referred to as “Performance Certificate”) after completion of Services by the Subcontractor in a proper and timely manner. In case certain tasks described in Annex I are not implemented properly or timely, they will not be included in the Performance Certificate. In such case, the article 3.3 applies.
- 2.7. Subcontractor ensures that the CLC, the European Institute of Innovation and Technology, the European Commission, the European Public Prosecutor’s Office (EPPO) the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can carry out checks, reviews, audits, investigations and evaluations related to the Subcontractor’s Services and evaluation of the impact of the tasks.
- 2.8. The Subcontractor ensures that it complies with certain obligations as follows:
- preventing conflict of interest,
 - keeping confidentiality and security,
 - being in line with ethics, including fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity,
 - acknowledge EU support visibility,
 - acknowledge specific rules for carrying out action,
 - providing information regarding costs eligibility,
 - record-keeping of proper tasks implementation.

In case of doubt the Subcontractor shall act according to the CLC’s instructions related to the above obligations.

III. Service fee, terms of payment

- 3.1. The net funding of 9,000€ (hereinafter the “Service Fee”) shall be paid to Subcontractor to cover the costs of project involvement in 2025, including all costs incurred related to the completion of Services. Subcontractor has no right to claim for any additional costs, reimbursements or fees on any legal ground except for the Service Fee fixed in this Contract. The here fixed Service Fee is due in whole only if the Subcontractor fully fulfils the Services.

- 3.2. The Subcontractor may account for indirect costs of the project up to 2% of the Service Fee. The division into direct and indirect costs of the project remains an internal matter of the Subcontractor and does not affect the overall amount or modalities of transferring the Service Fee by CLC.
- 3.3. Payments are linked to implementation of Services described in Annex I. The Service Fee might be reduced by the percentage of an amount corresponding to the level of a difference between the specific agreed performance target and the level of the actual performance. In all cases, the grounds for payment of the Service Fee or its reduction is the Performance Certificate referred to in article 2.6.
- 3.4. Once University of Warsaw as task leader accepts the Subcontractor deliverables mentioned in Chapter IV and CLC issues the Performance Certificate, the Subcontractor shall submit an invoice. CLC shall pay the amount of the invoice to Subcontractor via bank transfer to the bank account indicated in the point 3.6 within 30 working days when CLC receives the invoice from the Subcontractor. CLC is entitled to reduce the due amount on the grounds of Articles 3.3 and 6.4.
- 3.5. Subcontractor shall indicate the following data on the invoice:
- Company name: EIT Food CLC North-East Sp. z o.o.
Address: Koszykowa 54, 00-675 Warszawa
VAT: PL5213800253
Invoice title: Implementation of *EIT Food RIS Consumer Engagement Labs*

- 3.6. Payment by the CLC to the Subcontractor shall be made to the following bank account:

Organisation name: XXX
Statutory address (street name and number, zip code, city town, country): XXX
VAT number: XXX
IBAN: XXX
BIC/SWIFT code: XXX
Bank name: XXX
Bank address: XXX
With reference: EIT Food RIS Consumer Engagement Labs

IV. Reporting

- 4.1. Subcontractor shall submit to the CLC the report, based on a guidance and a template provided by the University of Warsaw as task leader and containing all the required data and information, as specified in Annex I. The report should be submitted latest by 28/11/2025. Any deviation from the Annex I shall be justified.
- 4.2. Subcontractor shall co-operate with the CLC to provide all information as is required to fulfil the reporting obligations towards EIT Food and the EIT.

V. Duration of the Contract, termination

- 5.1. The Parties agree to conclude this Contract as from the date of its signature by both Parties. The Contract ends on 31/12/2025. Incurred costs are eligible as from the 13/10/2025.

5.2. If either party is guilty of a serious breach of its obligations under this Contract in a manner which cannot be resolved, or where the breach could be resolved but is not resolved within 8 days (after receiving a notice from the other party requesting that the breach should be resolved), the other party will be entitled to terminate this Contract immediately without payment of any compensation. Either Party is entitled to terminate the Contract with immediate effect if the other party becoming insolvent, or going under liquidation or bankruptcy procedure.

5.4. It is regarded as a serious breach of the Contract especially if,

the CLC

- shall not pay the Service Fee or its proportional part,

the Subcontractor

- acts contrary to the CLC's interest,
- does not provide the CLC with necessary information,
- violates its confidentiality obligations,
- falls into delay with completing any of its obligation, or provides defaulted services, causing consequences on the CLC or jeopardize the goal under Annex I, or due to the repeatedly fulfilment, defaulted actions Subcontractor loses the CLC's confidence,
- there shall be a final decision brought by any court or authority related to the Subcontractor's any professional activity.

5.5. The Parties hereby establish that the regulations applicable naturally beyond the period of this Contract (e.g. confidentiality, warranty regulations, etc.) shall be applied after the termination of the Contract.

VI. Representations and warranties, penalty

6.1. Subcontractor represents and warrants that Subcontractor possesses all skills, workforce, material and tools and has acquired all possible licenses necessary to perform the Services and operates and acts according to all relevant law regulations. Subcontractor represents and warrants that the Services will be performed in compliance with this Contract, written methodological instructions provided by University of Warsaw as project leader as well as the CLC's requirements.

6.2. Subcontractor represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts CLC from any liabilities arising from third party claims. Any responsibility arising from this matter will fall upon Subcontractor.

6.3. Subcontractor represents and warrants that the fulfilment of the Services is performed in accordance with relevant national and EU legal provisions on data protection. Subcontractor will ensure compliance with national and organizational regulations concerning the collection and processing of personal data while implementing the Services. Any responsibility arising from this matter will fall upon Subcontractor.

6.4. In case if Subcontractor breaches the regulations of this Contract, CLC is entitled for a penalty payment from the Subcontractor. The extent of penalty is as follows:

Delayed fulfilment: 0,5% of the Service Fee per day for the delayed period and another 10% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.

Defective fulfilment: 30% of the value of the service(s) in question (calculated as a share of the Service Fee, based on the list of tasks defined in Annex I) and another 15% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.

Non-fulfilment (including the case when CLC terminates this contract due to the Subcontractor's default fulfilment): 30% of the Service Fee.

- 6.5. In case if Subcontractor does not properly complete the Services, or the CLC suffer any lost due to the Subcontractor's action or omission, Subcontractor is also obliged to cover CLC's damages.
- 6.6. Subcontractor has no rights or obligations vis-à-vis the EIT Food ivzw, the European Commission nor the European Institute of Innovation and Technology.
- 6.7. If Subcontractor breaches any of its obligations under Articles 2.7 and 2.8, the Subcontractor shall not be entitled to the Service Fee. Subcontractor assumes the risks of the EIT approval procedure, the non-approval or rejection of fees and cannot claim for any damages, any indemnities. If the fees are rejected by any entitled entity, CLC is not obliged to reimburse Subcontractor's fees, costs or damages.

VII. Confidentiality

- 7.1. The expression "Confidential Information" means any and all information, know-how, particulars, registers, notes, drawings, plans, analysis, including any kind of such verbal communication that has been recorded afterwards in any way, in relation to CLC, the Contract, the Annex I, the Services, particularly, but not limited to, its production systems etc., provided to Subcontractor either before the signing of this Contract or thereafter and marked as "confidential".
- 7.2. Subcontractor undertakes to use the Confidential Information exclusively for the fulfilment of Services. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.
- 7.3. Subcontractor shall not disclose nor make the Confidential Information accessible to any third persons. Subcontractor further undertakes to disclose the Confidential Information only to its employees, auditors, tax- or legal experts and to those subcontractors approved by CLC who have a need to know such information for their work and undertakes to take all necessary and useful measures in order to have the Confidential Information protected by such persons with at least the same degree of care it uses for protection of its own proprietary and confidential information.
- 7.4. The obligations as per this section shall not apply to any information which the recipient can prove,
- (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the recipient of this Contract;
 - (b) is received by the recipient from a third party free to lawfully disclose such information to recipient;
 - (c) was in the recipient's lawful possession prior to receipt from the discloser as evidenced by written documentation;
 - (d) is independently developed by the recipient without the benefit of any of the Confidential Information as evidenced by written documentation;
 - (e) is approved for release by written agreement of the discloser;
- 7.5. In the case of a breach of this section, CLC may claim the 30% of the Service Fee as penalty and the potential damages caused by Subcontractor from Subcontractor. This section shall perpetually survive the termination or the expiration of this Contract and bind the Parties after.

- 7.6. For the avoidance of doubt, this section does not pertain to the exchange of information or intellectual property between the Subcontractor and project participants other than CLC, including the University of Warsaw as project leader, the Food retailer or other organizations involved in the delivery of the Service.

VIII. Force Majeure

- 8.1. If by reason of Force Majeure, either party is unable to perform or there are delays by such party in the performance of any such obligation, then in the event that Force Majeure affects such party's obligations, such party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other party for any loss or damage whatsoever and howsoever arising (whether direct or indirect loss or damage) incurred or suffered or for any breach of any of the terms of the Agreement by reason of such Force Majeure.
- 8.2. In case Force Majeure does not make performance impossible but delays it, the performance date is elongated with the delay period caused by Force Majeure.
- 8.3. If either party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Damage and loss deriving from late or no notification shall be borne by the defaulting Party.

IX. Communication and branding

- 9.1. The Parties designate the following contact persons for communication with respect to this Contract:

For CLC

Name: Katarzyna Woźnicka

Phone : +48 795 162 372

E-mail : katarzyna.woznicka@eitfood.eu

For Subcontractor:

Name: XXX

Phone: XXX

E-mail: XXX

The Parties hereby undertake to inform the other Party in writing without delay about any change in the contact persons. The consequences arising from the non-fulfilment of this obligation shall be for the defaulting Party. There is no need to amend this Contract in case of any change in the contact persons or their data.

- 9.2. Subcontractor shall send original invoices and other documentation (if necessary) to the following address:

EIT Food CLC North-East Sp. z o.o.

Address: Koszykowa 54, 00-675 Warszawa

e-mail: katarzyna.woznicka@eitfood.eu and MKielkiewicz@wz.uw.edu.pl

- 9.3. All information necessary for the fulfilment of the Services shall be delivered through e-mail and phone or personal consultation. The Parties agree that the termination letter and any warning letter sent to the other party in connection with a breach of contract may only be communicated to the other Party in writing and shall be sent to the other Party by registered mail.
- 9.4. Unless the CLC requests or agrees otherwise or unless it is impossible, any communication activity related to the specific action (including in electronic form, via social media, etc.) as well as any infrastructure, equipment and major results funded by the specific grants must:

- (a) display the EIT Food logo as adopted by EIT Food and the “Co-funded by the European Union” logo;
- (b) follow the relevant EIT Food and EIT visual identity, guidelines and templates.

X. Miscellaneous provisions

- 10.1. This Contract and its Annexes constitute the entire agreement of the Parties in the subject matter and supersede any other agreement in this regard. The Parties explicitly exclude the application of the general terms and conditions of any of the Parties.
- 10.2. This Contract shall not be considered modified, altered, changed or amended in any respect unless in writing by an authorized representative of both Parties hereto.
- 10.3. If any one or more of the provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such case the parties hereto oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.
- 10.4. This Contract may not be assigned by Subcontractor without the prior written consent of the CLC.
- 10.5. The provisions of the law regulations relevant at the CLC’s registered seat shall apply to the Contract. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be settled finally and binding and under exclusion of the ordinary jurisdiction by the court operating at the CLC’s registered seat. The language to be used in the proceeding shall be the court’s official language.

After reading and interpreting this Contract, the Parties hereby sign this Contract as it is fully in accordance with their contractual intent.

Dated:

Signed on behalf of CLC:
Name: Marja-Liisa Meurice,
Position: President of the Management Board
EIT Food CLC North-East Sp. z o.o.

Signature:

Signed on behalf of Subcontractor:
Name: XXX
Position: XXX

Signature (and stamp, if applicable):

Annex I. Tasks of the Subcontractor delivering research services, as defined in the “Request for proposals to participate in EIT RIS Consumer Engagement Labs – market testing”

Description of EIT Food RIS Consumer Engagement Labs

EIT Food RIS Consumer Engagement Labs (also the “Labs”) is an activity implemented by EIT Food partners in 2019-2025 and led by University of Warsaw. Consumer Engagement Labs are pre-competitive co-creation sessions carried out by a relatively coherent group of consumers in a joint, physical/online place and limited in time, focused on the development of new product concepts. Consumer co-creation sessions led to the development of numerous innovative food products and packaging designs. The interactive methodology of Labs uses design thinking and gamification to engage consumers, stimulate creativity and foster the acceptance of new products. It allows non-experts to modify product features without the need to master specialist vocabulary or understand ingredients/manufacturing methods. This collective exercise yields non-obvious, counter-intuitive combinations of product features and be attractive for consumers involved in the co-creation. Through the Labs process, consumers co-created new products that are subsequently introduced to the market by the participating food/packaging companies.

Contractual tasks of the Subcontractor

The Subcontractor will be responsible for the organisation and delivery of research services related to a product co-created with the participation of consumers and the food company. Specific new products were designed with the involvement of consumers in 2021-2024 and introduced to the market by food/ companies in 2022-2025. The Subcontractor will deliver research services supporting the market testing of one such product, as indicated in article 1.4 of the Contract. The following list of contractual tasks applies:

- Participation in a meeting with the food producer company to analyse the innovative product features and benefits, alongside available product marketing collateral;
- Providing inputs into the food producer company planning for commercial exploitation of results of the Labs by discussing possible approaches to commercialisation and successful product marketing communication;
- Carrying out the retail market testing of the product by: placing an order with the food/ producer for an initial batch of products, amounting to at least 10,000€ net; making the product available for consumers in a selected number of retail outlets/service points; analysing sales performance for at least 1 month; collecting insights, lessons learned and possible reactions to the product by consumers and company employees;
- Submitting “Report on the new product market testing” (providing details of 1 new product concept selected for market introduction and commercialization plans) – detailed instructions and report templates are provided by the University of Warsaw and the report includes: data about the number of retail outlets/service points (geographical scope), number of products used in the test (confirmed by an invoice issued by the food/packaging company to the Subcontractor, amounting to at least 10,000€ net; the invoice should specify the sales value in euro and for invoices issued in local currencies other than euro, the sales value should be converted to euro based on the official exchange rate of the national bank on the day preceding the invoice issue date), data about sales performance for at least 1 month; insights, lessons learned and possible reactions to the product by consumers and company employees;
- Participation in the debriefing session with the team from University of Warsaw to discuss the project experiences and lessons learned, following the submission of the report.