

SUBCONTRACT AGREEMENT
(hereinafter referred to as the "Contract")

concluded by and between

company name: **EIT FOOD CLC North-East, sp z o.o.**

having its registered seat at:

registered in

represented by: President of the Management Board of the Company,
(hereinafter referred to as "**EIT Food CLC NE**"),

and

company name:

registration number, name of the register:

having its registered seat at:,

VAT number:,

represented by:

(hereinafter referred to as "**Subcontractor**")

(EIT Food CLC NE and Subcontractor hereinafter collectively referred to as the "**Parties**")

on the below mentioned day in accordance with the following terms and conditions:

Preamble

EIT Food CLC NE organized an open call to select 6 organizations to deploy activities in 6 RIS countries as subcontractors.

I. Subject of the Contract

1.1. The Contract is concluded in order to implement the project ***Building entrepreneurial capacities for women in the agrifood sector*** (KAVA no. 23774), hereinafter referred to as "**Project**".

1.2. EIT Food CLC NE 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 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.

II. Completion of the Services

- 2.1. Subcontractor shall organize the Services in [COUNTRY] in such a manner as to ensure that they are completed according to the requirements of EIT Food CLC NE and shall proceed in accordance with the instructions of EIT Food CLC NE. In case of any doubt Subcontractor is obliged to contact EIT Food CLC NE and require EIT Food CLC NE's decision on the doubtful issues.
- 2.2. Subcontractor guarantees the expert execution of the Services in first class quality. Subcontractor shall notify EIT Food CLC NE 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 a delay in completion.
- 2.3. The Subcontractor shall continuously inform the EIT Food CLC NE during the completion of Services especially if any information for completion is necessary for the EIT Food CLC NE, including for the evaluation purposes.
- 2.4 Subcontractor shall submit to EIT Food CLC NE the draft agenda of the events mentioned in Annex I at least two weeks before the event takes place. The final agenda of each of the event is subject to prior approval of the EIT Food CLC NE.
- 2.5. EIT Food CLC NE 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, article 3.3 applies.
- 2.6. Subcontractor ensures that the EIT Food CLC NE, 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 on the Subcontractor and evaluations related to Subcontractor collaboration and an evaluation of the impact of the Services.
- 2.7. Subcontractor ensures that it complies with certain obligations as follows:
- preventing conflict of interest,
 - keeping confidentiality and security,
 - being in line with ethics,
 - acknowledge EU support visibility,
 - acknowledge specific rules for carrying out action,
 - providing information regarding costs eligibility,
 - record-keeping of proper implementation of the Services.

In case of doubt Subcontractor shall act according to EIT Food CLC NE's instructions related to the above obligations.

III. Service fee, terms of payment

- 3.1. The fee of the Subcontractor is **40 000 EUR gross** for the Services enumerated in Annex I, including all costs incurred related to the completion of the Services (hereinafter referred to as the "**Service Fee**"). 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 Service Fee shall be paid on the following periods: 1) up to 50% of the budget (20 000 EUR gross) before 15/06/2023 and 2) up to 50% of the budget (20 000 EUR gross) once the activity report is submitted by Subcontractor and it is finally approved by EIT Food CLC NE, always before 31/12/2023.

3.3. Payments are linked to implementation of the Services set up in Annex I. The Service Fee shall 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 2.5.

3.4. For payment effectivity, **the Subcontractor shall submit invoices in 2 instalments** (first in period 1, always before 15/06/2023, for up to 50% of the total budget and second in period 2, always before 31/12/2023, for up to 50% of the total budget). EIT Food CLC NE shall pay the amount of the invoice to Subcontractor via bank transfer to the bank account indicated on the invoice within 30 working days when EIT Food CLC NE receives the invoice from the Subcontractor. EIT Food CLC NE is entitled to reduce the amount due on the grounds of Article 3.3 and 6.4.

3.5. Subcontractor shall indicate the following data on the invoice:

Company name:

Address:

VAT number:

3.6. Payment by the EIT Food CLC NE to the Subcontractor shall be made to the following bank account:

Company name:

Statutory address (street name and number, zip code, city town, country):

VAT number:.....

IBAN:

BIC/SWIFT code:

Bank name:

Bank address:

With reference: **EIT Food RIS Building entrepreneurial capacities for women in the agrifood sector in**
[COUNTRY]

IV. Reporting

4.1. Subcontractor shall submit to the EIT Food CLC NE a detailed **activity report by 30/11/2023**. The report shall contain description of the work performed and description of results achieved, based on a report template provided by the EIT Food CLC NE within a month from the day of signature of the Contract, and containing all the required data and information, as specified in Annex I. Any deviation from the Annex I shall be justified.

4.2. Subcontractor shall co-operate with the EIT Food CLC NE to provide all information as is required to fulfil the

reporting obligations towards EIT Food and the EIT.

4.3. Subcontractor shall submit the supporting documents listed below regarding Services enumerated in Annex I together with the report:

- agenda of the activities (Matchmaking, Masterclass, Pitching);
- list of participants' attendance of the activities (Matchmaking, Masterclass, Pitching);
- pictures/screen shots and/or movies from the activities (Matchmaking, Masterclass, Pitching), including among others the presentation of visible roll ups and/or promotional EIT Food signs;
- presentations and other communication materials with visible EIT Food logo, as well as the EU flag;
- images, screen shots, links and/or documents proving all media publications including social media;
- emailing lists and/or publications announcing the event/activity.

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 31/12/2023.**

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.

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

the EIT Food CLC NE

- shall not pay the Service Fee or its proportional part,
- acts contrary to the Subcontractor's interest,
- does not provide the Subcontractor with necessary information,
- violates its confidentiality obligations

the Subcontractor

- acts contrary to the EIT Food CLC NE's interest,
- does not provide the EIT Food CLC NE with necessary information,
- violates its confidentiality obligations,
- falls into delay with completing any of its obligation, or provides defaulted services, causing consequences on the EIT Food CLC NE or jeopardize the goal under Annex I and Subcontractor loses the EIT Food CLC NE's confidence.

5.4. 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, and its subcontractors possess all skills, workforce, material and tools and have acquired all possible licenses necessary to perform the Service and operates and acts according to all relevant law regulations. Subcontractor represents and warrants that the Services are in compliance with this Contract as well as the EIT Food CLC NE's requirements.
- 6.2. Subcontractor represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts EIT Food CLC NE 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. Any responsibility arising from this matter will fall upon Subcontractor.
- 6.4. In case if Subcontractor breaches the regulations of this Contract, EIT Food CLC NE 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 jeopardizes the successful completion of the Services or causes damages (extra costs) to EIT Food CLC NE.
- Non-fulfilment of the Contract (including the case when EIT Food CLC NE terminates this Contract due to the Subcontractor's default fulfilment): 30% of the Service Fee.
- 6.5. Subcontractor has no rights or obligations vis-à-vis the EIT Food, the European Commission nor the European Institute of Innovation and Technology.

VII. Confidentiality and prevention of unfair competition

- 7.1. The expression "Confidential Information" means any and all information in relation to EIT Food CLC NE, the Contract, the Annex I, the Services, particularly, but not limited to, provided to Subcontractor either before the signing of this Contract or thereafter.
- 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 EIT Food CLC NE 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. Subcontractor shall ensure that its subcontractors undertake a confidentiality obligation with the same content as included in this Contract.

- 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. The Subcontractor shall not use the idea of the Project in its own economic activities (f.e. designing and/or delivering a programme of the same design for a different organisation) neither any business idea being a subject the Project.

7.6. The Subcontractor shall not disclose or make use of, apart of the execution of the Contract, any information constituting a business value, obtained in connection with the implementation of the Contract.

7.7. The Subcontractor does not acquire any IP rights to the results of works performed by Mentees, Mentors or mentoring pairs participating in the Project.

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 EIT Food CLC NE

Name:

Phone:.....

E-mail:

For Subcontractor:

Name:.....

Phone:.....

E-mail:.....

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:

Company name:

Address:

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 EIT Food CLC NE 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 and EU flag as adopted by EIT Food;
- (b) follow the relevant EIT, EIT Food and Project 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 EIT Food CLC NE.

10.5. This Agreement is governed by its clauses, and in everything not expressly provided for in them, by regulatory regulations applicable in Poland to the service at all times. The parties agree to submit any doubts regarding the interpretation and execution of this Contract to Polish legislation and, also, for the resolution of any controversy that may arise in relation to the interpretation, application or execution thereof, with express waiver of the jurisdiction that they could correspond, they submit to the Courts and Tribunals of the city of Warsaw.

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

Signed on behalf of EIT Food CLC NE:

Name:

Position: President of the Management Board

Date and signature:

Signed on behalf of Subcontractor:

Name:.....

Position:

Date and signature (and stamp, if applicable):

Annex I

Tasks of the Subcontractor, as defined in the “Call for proposals to carry out activities to build entrepreneurial capacities for women in the agrifood sector”.

The Subcontractor will implement the individual plan of activities in 2023 presented in below Table (activities implemented in 6 months).

Activities	Timeline	Indicator of activity (minimum to achieve in 2023)	KPI related to the activity/action	Gross payment (40 000)
				EUR
Coordination with EIT Food CLC NE representatives, ensuring Project’s clarity and alignment.	Continuous action from April-December 2023	Active participation in coordination calls/meetings with EIT Food CLC NE representatives, and best practices sharing. Respect EIT & EIT Food branding guidelines, ensuring correct use and disposition, as well as EWA visual identity and templates provided;	6 coordination calls/meetings with participation of at least 1 Subcontractor’s representative.	900
Scouting of Mentors and experts in relevant topics (e.g. entrepreneurship, business model, sales, pitching, marketing, customer discovery, etc.)	April-May 2023	Mentors scouting and selection in relation to Project’s and entrepreneurs’ needs. Signing internal agreements with Mentors (including formal, IP and confidentiality protection as well as financial settlements);	List of 10 mentors participating in the EWA project including professional background, email addresses and consent to provide mentoring services.	7000
Scouting of female start-ups, spin-offs or women with entrepreneurial talent interested in the agrifood system, coming from RIS regions.	April-May 2023	Broad promotion of the open application for Project’s participants (Mentees).	At least 1 media coverage regarding the call	1000

	Continuous action from April-June 2023	<p>Evaluation of all applications following established eligibility and selection criteria as well as collection of Non-Disclosure Agreements from all evaluators involved.</p> <p>Identification of early stage start-ups or entrepreneurial talents (not yet engaged in EIT Food activities) incl. basic information – documents confirming startup’s registration including date (if available), EIT Food focus area targeted, short description of the idea.</p> <p>Creation of final list of Mentees participating in the Project.</p> <p>Compilation of the selected Mentees in cohort slides with the updated information into Power Point template provided by EIT Food CLC NE.</p>	<p>At least 20 eligible young start-ups or entrepreneurial talents</p> <p>10 project’s participants (Mentees) confirmed with and approved in advance by EIT Food CLC NE</p> <p>1 ppt presentation with cohort slides provided.</p>	9000
Translation to local language and collection of Participant Consent Form from Mentees	Continuous	<p>Collection of electronically filled and signed Participant Consent Forms provided by EIT Food CLC NE, from the female entrepreneurs (“Mentees”).</p> <p>Providing EIT Food CLC NE with two separate files: editable Word and signed PDF (electronic sign or scan).</p>	10 Participant Consent Forms collected (filled and signed).	1000
Collection of Tax Residence Certificates	Continuous action	Collecting Tax Residence Certificates from the female entrepreneurs for the purpose of financial settlements with the Mentees.	10 Tax Residence Certificates collected.	400
Contribute to the dissemination of the Project activities and news, using adequately internal communication and social media channels.	Continuous action	<p>Regional or national press releases approved by the EIT Food HQ Communication Team.</p> <p>Regular appearances on the topic of the Project in social media/news websites.</p> <p>Support in organizing EWA 2023 final event summarizing the whole programme (December):</p>	<p>At least 3 regional or national press releases.</p> <p>At least 20 appearances in social media/news websites.</p> <p>At least 1 networking session moderator</p>	2000

		<ul style="list-style-type: none"> • providing one representative as a networking session moderator and/or a panellist for the event, • promotion of the event in own communication channels. 	and/or 1 panellist for the event.	
Mentorship	Continuous action	<p><u>Matchmaking activity (event)</u> for Mentors and Mentees organized according to the Project’s requirements indicated in Request for contributors.</p> <p>IP training for Mentees and Mentors including:</p> <ul style="list-style-type: none"> – potential basis of an idea protection, – procedure of relevant protection, – relevant authority of relevant protection as well as a level of necessary costs. <p>Monthly evaluation of the mentoring process through survey with Mentees and Mentors and/or monthly meetings with Mentees and Mentors.</p>	<p>10 mentoring pairs confirmed.</p> <p>1 attendance list submitted including participants signatures (in case of online activity screen shots with all participants visible).</p> <p>12 monthly evaluation surveys filled out both by Mentees (6) and Mentors (6) of the mentoring sessions.</p>	3800
Training	From June to November 2023	<p><u>Masterclass activity (event)</u> organized according to the Project’s requirements indicated in Request for contributors.</p> <p>In addition at least one of the following to be implemented during the training process:</p> <ul style="list-style-type: none"> • additional podcasts and/or webinars in local language, to present specific elements of the business development; • group session with thematic mentors, who support Mentees with specific elements of their businesses e.g. law, finance, marketing, logistics; • learning-by-doing opportunities in which women are taking part in the process of creating podcasts, 	<p>1 attendance list submitted including participants signatures (in case of online activity screen shots with all participants visible).</p> <p>At least 1 external expert/trainer involved.</p>	5000

		<ul style="list-style-type: none"> • photo shooting for advertisement campaign of their product/service, taking part in other startup competitions; • group sessions with thematic experts who support mentees with their self-development like: natural talents, emotional intelligence in business, coaching. <p>Collection of Non-Disclosure Agreements from all external experts involved.</p>		
Pitching event and EWA prizes: design, implementation and promotion of the physical or online event.	November 2023	<p>Pitching event organized according to the Project's requirements indicated in Request for contributors.</p> <p>Open event for a wide audience.</p> <p>Participation of external speakers/experts and a potential investors in the field of agri-food for young start-ups.</p> <p>Collection of Non-Disclosure Agreements from all external experts and investors involved.</p> <p>General rules/terms and conditions document created in prior to the event. Translation of the document into local language if necessary.</p>	<p>40 external participants (excluding Mentees and Mentors).</p> <p>At least 3 external speakers/experts and a minimum 2 potential investors.</p>	8000
Contribute to the final pitch evaluation and prize giving for female startups.	Continuous action	Progress evaluation of Mentees required for the final score.	10 progress evaluations of the Mentees performance.	500
		<p>Provide an independent member to be part of the jury panel.</p> <p>Organization of a briefing session for jury members at least one week before the activity.</p> <p>Collection of Non-Disclosure Agreements from all Jury members.</p>	At least 1 independent Jury member (outside EWA programme).	500

Evaluation of the impact generated through project implementation	November 2023	Success Story provided in the EIT Food template describing a chosen Mentee's progress during the Project.	1 Success Story submitted.	400
Produce a final activity report and submit it to CLC.	November 2023	Final report containing the description of the work performed and description of results achieved, attaching all supporting documents.	1 final report submitted to EIT Food CLC NE representative.	500
TOTAL				40000