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Request for Proposals (RFP)

**Services in the field of brand, digital communications,
media management and event management**

Deadline: 23rd June 2024

EIT Food – Improving Food Together

Knowledge & Innovation Centre on Food,
part of the European Institute of Innovation and Technology (EIT)

<http://www.eitfood.eu>

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1. Invitation to provide a proposal

This document and its appendices constitute a RFP issued by EIT Food IVZW for a potential procurement of services (via framework agreement) in brand, digital communications, media management and event management.

With this RFP, EIT Food provides information so that the tenderer shall understand EIT Food's requirements and scope for the services intended in order to provide a suitable proposal.

The submitted tender should be clear and comprehensive so that EIT Food is able to have a clear understanding about the tenderer, their ways of working with clients, their suggested expertise and services, and their delivery capacity in order to make an informed decision.

Geographic scope: To ensure an effective client-agency relationship, and because our teams and activities are based across Europe and the UK, we are looking for tenderers based in these locations.

2. Overview of EIT Food

At EIT Food, we accelerate innovation to build a future-fit food system that produces healthy and sustainable food for all. To achieve this, we are leading the world's largest food innovation community.

Through a missions-led approach, we put improving outcomes for people and planet as the starting point for our work.

Supported by the European Institute of Innovation and Technology (EIT), a body of the European Union, we invest in projects, organisations and individuals that share our goals for a healthy and sustainable food system. We unlock innovation potential in businesses and universities and create and scale agritech startups to bring new technologies and products to market. And we equip entrepreneurs and professionals with the skills needed to transform the food system and educate and inspire the next generation.

Our innovation projects are delivered with a combination of industry, education and research partners to improve environmental and health outcomes, by developing solutions that align with our three missions: Healthier Lives Through Food, A Net Zero Food System, and Reducing Risk for a Fair and Resilient Food System.

EIT Food headquarters (HQ) are based in Leuven (Belgium) and it has 5 regional offices (Co-Location Centres or CLCs) in Europe (based in Poland, Spain, Germany, the UK and Belgium), each working with and for partners in several EIT Food partner countries.

Visit our website: <https://www.eitfood.eu>

3. General Objectives

EIT Food is actively seeking one or various communication tenderers per work package who can provide valuable support for brand, digital communications, media management and event management starting in August 2024 and continuing thereafter. Our primary goal is to significantly enhance EIT Food's portfolio visibility. We are looking for tenderers who can contribute to our mission of promoting sustainable and innovative food systems throughout Europe.

This RFP outlines 14 work packages covering:

1. Media Management
2. Branding Services
3. Internal Communications
4. Communication Policies & SOPs
5. Data & Reporting
6. Campaigns
7. Content Marketing Management
8. Audiovisual Production and Editing
9. Graphic Design
10. Digital Advertising
11. Web Optimisation & Data
12. Social Media
13. Community Growth & Commercialisation
14. Consumer Observatory Communication & Media Lead
15. Event management

EIT Food IVZW is looking to sign a Framework Agreement with one or various communication tenderers per work package that will be capable of providing some or all of these services to EIT Food. EIT Food expects the selected tenderer/s to become long-term partner/s, supporting us with all our brand and communication needs.

Once selected under the terms of this framework agreement, successful tenderer/s will be invited to complete specific projects and activities, as required by EIT Food.

All communications must be developed in **British English**.

4. Scope of Services

The services required are outlined in the work packages below. Your response should address each work package separately; you may respond to one, several or all of the work packages.

Work Package 1: Media Management

The objective of media management services is to enhance our brand visibility and reputation through strategic media planning and its implementation in close collaboration with the Communications and Events Director.

The service should include, but is not limited to, the following:

- **Media Planning and Strategy:**
 - Develop a comprehensive media plan outlining recommended channels, tactics, and messaging strategies to reach our target audience effectively and result in a positive media coverage. It should focus on precision targeting and include a media executive profiling strategy.
 - Identify KPIs to measure the success of media campaigns, including reach, ROI and advertising value.
 - Planning and execution of media management: tenderer/s must be able to react quickly to tight deadlines.

- **Media Buying and Placement:**
 - Negotiate and purchase media placements across various channels, including but not limited to print, digital, television, radio, and outdoor advertising.
 - Optimise media buys to ensure maximum reach and cost-effectiveness.
 - Coordinate with media vendors to secure favourable rates and placements.

- **Public Relations and Media Relations:**
 - Develop and distribute press releases, media bulletins, and other materials to relevant media outlets.
 - Identify, pitch, and capitalise on speaking engagements. Foster connections and conduct face-to-face interactions with the media, seek executive speaking slots, and refine positioning. Create and maintain ties with journalists, bloggers, and influencers to secure media exposure and interview opportunities.
 - Strengthen media agreements with key influential media outlets to ensure EIT Food is positioned as a key player in the sector.
 - Coordinate with media partners and manage public relations activities related to EIT Food events
 - Anticipate major trends that may pose a risk or opportunity for our business.
 - Develop and maintain a targeted media list.
 - Monitor media coverage and respond to inquiries or requests for information promptly.
 - Enhance geographic visibility across European regions, identifying areas of strength and opportunities for expansion.
 - Crisis and Reputation Management:
 - Develop a crisis communication plan to address potential media crises or negative publicity.
 - Support for media inquiries during crisis situations.
 - Implement strategies to mitigate reputational damage and manage public perception effectively.

- **Performance Monitoring and Reporting:**

- Enhance geographic visibility analysis across European regions, identifying areas of strength and opportunities for expansion.
- Provide regular reports and KPI follow-ups, highlighting key insights and recommendations for optimisation. Monthly media update for supervisory board.

Work Package 2: Branding Services

The objective of our brand management services is to support with building a recognised strong and trusted brand that our internal and external stakeholders believe in and advocate for, while enhancing EIT Food’s visibility as the world’s largest and most dynamic food innovation community with our key audiences.

Whilst this will involve working with existing vendors for specific branding services (i.e.. for the visual identity, trademarking), we are looking for tenderers who have an extensive expertise for all the branding services listed below and are able to support when needed.

The service should include, but is not limited to, the following:

Brand management

- Provide strategic brand management support for the current brand development work throughout 2024 -2025 in the context of the organisational transformation (i.e. a new partnership model, a missions-led strategy) to deliver a new brand architecture, accommodate market needs and manage the association with EIT, the parent brand. Work closely with the Brand and Digital Director, the Brand and Content Manager, pilot teams, key internal stakeholders and relevant agency/agencies.
- Develop the brand and reposition EIT Food, reflecting its leadership position and value, according to the recommendations and plan that have been agreed.
- Support with the transition to the proposed brand architecture: move from a mixed structure to a hybrid structure with governance at the heart of the transition, where all our current branded house programmes have been consolidated into relevant sub brand categories (new sub brand identities) with associated programmes linking to these sub brands.
- Continue the work for the agreed workstreams to deliver the new architecture:
 - Define: Develop the EIT Food brand proposition and brand narrative to better reflect the programmes, activities, and initiatives that it encompasses.
 - Consolidate: Develop how we communicate the different programmes, activities and initiatives that make up EIT Food in context of one brand structure, to support our audiences to understand, navigate and value the collective.
 - Govern: Develop how EIT Food governs the brand internally to ensure that the collective programmes, activities, and initiatives are building equity together, while ensuring market needs and independence are at the heart of any changes.
- Support with the new brand launch to internal and external stakeholders.
- Regular update calls/workshops with relevant EIT Food teams.
- Review and support redevelopment/refinement of all existing brand & strategy assets in collaboration with the EIT Food business areas and local teams.
- Full review of the eitfood.eu website to embed brand messaging and look and feel and fully reflect the developed brand articulation strategy to our key stakeholder audiences, in partnership with web, media and digital marketing agencies.
- Create and/or review policies regarding brand management and governance (i.e. creating new sub-brands, logos).
- Collaborate with the brand & digital team to ensure the brand work is in line with the development of content & social playbooks.

- Support with laying the groundwork starting 2025 for any potential brand campaigns.
- Brand management and ecosystem knowledge: ability to drive brand consistency with appropriate local nuances, regional and at European level.
- Provide guidance and support to the Brand and Content Manager and EIT Food teams on brand management and governance
- Support with full-service branding services when needed, including developing new sub brands, brand visual identity, narrative, guidelines & toolkits.
- Support with delivering a brand articulation and growth strategy that establishes EIT Food as a well-recognised and leading European/global brand on a mission to transform the food system.

Reputation and brand measurement:

- Assess our current brand perception and reputation in the market.
- Develop a comprehensive strategy for measuring and enhancing our brand and reputation.
- Reputation management framework: Develop and implement a framework for ongoing reputation and brand measurement.
- Identify key metrics and KPIs (Key Performance Indicators) to track.
- Data analysis and reporting

Work Package 3: Internal Communications

The objective of the internal communications services is to facilitate effective and engaging conversations between all the people within the organisation to help build trust, improve knowledge sharing, foster a positive work culture while ensuring alignment with EIT Food's priorities and missions.

The service should include, but is not limited to, the following:

- **Strategic Advice:**
 - o Provide strategic advice to the Internal Communication Manager when requested, taking into account our internal communication processes, and identifying strengths and weaknesses.
- **Digital Communication Tools:**
 - o Support in the optimisation of digital communication tools such as intranet, Teams and/or other collaboration tools to streamline communication and facilitate knowledge sharing among employees.
- **Training and Development:**
 - o Provide training sessions and/or workshops for employees on effective communication techniques to enhance communication skills across the organisation.
- **Content Creation and Management:**
 - o Assist in developing engaging and informative content such as newsletters, email updates, and internal posts to keep employees informed about company news, updates, and initiatives.
 - o Provide comprehensive storyboard support for various mediums including articles, presentations, leaflets, and other promotional materials to facilitate effective content and visual storytelling.
 - o Assist in disseminating those messages through the optimal channels, while guaranteeing the appropriate tone is maintained.

- **Communications Audit:**
 - o Run a regular internal communication satisfaction survey and facilitate focus groups to identify gaps and opportunities for enhancing internal communications and improving employee satisfaction.

Work Package 4: Communication Policies & SOPs

As a core function of the organisation, we receive a lot of requests for communication support and have developed a communications hub to host our guidelines and procedures in a way that is easy to access by all required stakeholders. We are looking for support to improve and maintain our communications hub to reduce the number of team requests.

The service should include, but is not limited to, the following:

- Provide clarity on EIT Food communication policies and procedures across the business to improve efficiency and reduce the number of team requests (e.g. On digital advertising, website creation, access to social media channels, data access, microsites).
- Identify FAQs from across the business and develop easy and short SOPs/policies to support the team in responding to needs from across the organisation.
- Maintaining and improving our communications hub, keeping articles short and up to date and easy to find and access, with regular reviews.
- Work with each team member to understand their pain points and quickly transform these into canned replies/policies that everyone can follow.
- Delivering/creating team trainings and onboardings where needed.

Work Package 5: Data & Reporting

We want to improve our data collection and reporting across all digital channels in order to track full user journeys across channels and prove that we are driving key stakeholders to take business-critical actions. We have just cleaned up our GA4 and are looking for support for ongoing data management and decision-making.

The service should include, but is not limited to, the following:

- Developing a measurement strategy and reporting system to inform our decision-making via a full-scale data strategy implementation.
- Measurement framework (objectives, metrics, KPI development) to track and prove success: Define the right objectives and KPIs across our digital channels to measure and prove performance.
- Creating and implementing a framework and templates for data visualization that the team can use consistently across projects.
- Preparing comprehensive guidelines on best practices for data management and new data requests.
- Setting us up for tracking user journeys, ROI, lead generation and content monetisation.
- Guidance on data tracking and policies.
- Support setting up custom reports to track and prove campaign success: A system for tracking and benchmarking campaign success (including implementation and tracking of UTMs).
- Advising on setting up data show & tells.
- Training tailored to the needs of our team including building audiences in GA4 and advanced reporting techniques.
- Develop policies and SOPs for creating new websites/bringing channels that are outside EIT Food back in the fold, guiding colleagues.
- Developing an attribution model to attribute value to the actions we take.

- Develop custom report templates for visualising data.
- Deep-dive analysis, data show & tells, full reviews of the year, full review of the insights, evolving the strategy to include an updated implementation plan for 2025, Exec deck summarising findings & recommendations.

Work Package 6: Campaigns

Implementation of cross-channel brand campaigns to position EIT Food as a funder, convenor, and advocacy partner, driving attendance to our big events and sign-ups to our funding opportunities and bringing new partners in. Inspiring trust in EIT Food and showcasing the impact our community is having.

The service should include, but is not limited to, the following:

- Run approximately 3 campaigns per year in close collaboration with EIT Food teams and other agencies.
- Audience mapping and research.
- Campaign strategy development & proposal, driven by EIT Food's key themes and topics, in close collaboration with the EIT Food teams.
- KPI development & measurement strategy.
- Campaign implementation:
 - o Paid activity
 - o Influencer activity
 - o Visual identity & design
 - o Asset development
 - o Copywriting
 - o Reporting & tracking
 - o Content toolkit development
 - o Landing page development on EIT Food's website
 - o Example campaigns include our event campaigns, our always-on recruitment campaign, and our CEO campaign.

Work Package 7: Content Marketing Management

The objective of content marketing management is to provide high quality written and multimedia content which helps build brand authority and trust, informs, and engages with our target audiences, generates leads, drives website traffic, aligns with EIT Food's missions and contributes to the successful delivery of the corporate objectives.

The service should include, but is not limited to, the following:

- **Content Creation & Production:**
 - o Generate diverse content types, including blog posts, articles, case studies and stories, videos, graphics, and social media posts that resonate with our audience and advance EIT Food's mission. The goal is to provide our audience with valuable, relevant, and shareable content that not only educates but also inspires action. It may be required to work with other content writers and agencies.

- Craft compelling narratives to enhance the effectiveness of our communication strategy. This involves creating tailored marketing materials, including engaging mailings and versatile PowerPoint presentations.
 - Offer expert copywriting support to complement visuals and campaign materials. This includes crafting engaging and persuasive copy that not only captures the essence of our brand but also deeply resonates with our target audience. Every word must be strategically chosen to effectively convey key messages and align with our overall branding and messaging strategy, ensuring our communication efforts are not only visually striking but also intellectually compelling.
 - Ensure corporate communication requests from teams across EIT Food are considered for our content development on all our digital channels, by liaising with the relevant Brand and Communication leads and other agency/agencies. Prepare reports and/or PowerPoint presentations when required to track progress and impact.
 - Identify relevant Changemakers (influencers) across our target audiences and suggest or create/adapt content to foster deep engagement so that they become ambassadors of EIT Food. This includes updating and optimising our existing database, suggest tagging, quoting changemakers in our content on different platforms and any other useful strategies to engage, where relevant.
 - Work closely with relevant Brand and Communications team members and other agency/agencies when needed to prepare and deliver engaging and on-brand digital assets (such as infographics, dynamic animated GIFs, videos) which support the content strategy.
 - Develop an onboarding presentation to reinforce communication procedures and processes amongst colleagues, agencies, and partners. This may include working with a different agency for ppt design.
 - Deep-dive analysis, full-review of the year, full review of the insights to help evolve the strategy to include an updated implementation plan for 2025; Exec deck summarising findings & providing strategic recommendations for content creation and production for developing the annual content calendar.
- **E-mail Marketing Management:**
 - Develop an email marketing strategy for our different audiences as part of our wider channel strategy, including lead generation tactics and GDPR-proof emailing plan.
 - Oversee and develop email marketing campaigns, covering list management, content creation, and performance analysis.
 - Manage our corporate newsletter “The Feed”: plan, draft content and send out via Mailchimp on a monthly basis.
 - Provide monthly analysis on impact of the newsletter.
 - **Digital Asset Management:**
 - Develop and optimise the digital Asset Library: asset management, organising and finding files easily, enhanced keywords/tag search for owned images and video content, stock images, brand templates and assets. This may include proposing a new digital asset management solution to match our business needs and provides a better user experience, and asset migration.
 - Commission new assets such as copyright images, stock footage.

Work Package 8: Audiovisual Production and Editing

The objective of audiovisual production and editing is to support with planning, executing and editing of

insightful and high-quality visual content that is on-brand and helps create societal impact, inspire Changemakers (influencers), promote a specific activity, and encourage engagement with our community.

The service should include, but is not limited to, the following:

- Support with recording high-quality audiovisual content, such as interviews, testimonials, documentaries, and other content types adapted to different formats and channels.
- Ongoing production and editing of video or animation assets to support brand storytelling, thematic campaigns, and web & social media content through 2024, 2025 and beyond.

Work Package 9: Graphic Design

The goal of facilitating graphic design creation is to generate top-tier visual, and multimedia material that deeply connects with diverse target audiences, a vital objective for EIT Food.

The service should include, but is not limited to, the following:

- **Graphic Design:**
 - o Design and produce visually compelling content for various communication channels, including social media, newsletters, websites, and marketing materials. Ensure that the design aligns seamlessly with EIT Food's core values and branding.
 - o Batch-creation of on-brand templates in different formats, for different channels, which can be easily adapted by other teams across EIT Food, such as: PowerPoint presentations, infographics, web banners, video templates, including Canva templates.
 - o Accommodate a range of design styles, from elaborate, creative, innovative, and immersive graphic worlds that reflect our brand values to rapid, impactful designs suitable for tight, urgent deadlines. Adapt design approaches based on the specific project requirements and be willing to carry out graphic design and print production.
 - o Design marketing collateral, such as brochures, banners, posters, and other merchandising materials that align with EIT Food's branding guidelines and effectively convey key messages.
 - o Demonstrate agility in meeting tight deadlines, especially in the fast-paced communication landscape, without compromising on design quality.
 - o Deliver high-quality design files in the required formats for various marketing and communication platforms, considering editable materials as a valid file format.

Work Package 10: Digital Advertising

EIT Food uses digital advertising to complement our organic digital strategy. As a matrix organisation, we have multiple agencies running ads across our channels.

The service should include, but is not limited to, the following:

- Taking on responsibility for our company-wide Google Ads strategy and management and social media paid advertising strategy & implementation including proper tracking and set up, ensuring access and brand proofing content, ensuring it fits within a single strategy.
- Creating and implementing basic advertising policies for the whole business and cleaning up existing account structure and access.
- Running digital marketing campaigns across most relevant channels (e.g. Facebook, LinkedIn, Google, YouTube, Spotify, Apple, etc.).
- Development of clear paid media strategies for each campaign.
- Setting up advertising, budget management, and regular updates.
- Regular paid reporting.
- Tracking management and setting up of necessary UTMs/Pixels.
- Paid media consultancy.
- Developing content campaigns and ideas/new format innovation updates.
- Targeting research, advert bidding and performance management.
- Managing our Google Grant.

Work Package 11: Web Optimisation & Data

Supporting our efforts to optimise our website to improve conversion rates, cross platform user journey tracking, SEO and Google Ads efficacy as part of a broader digital channel strategy.

The service should include, but is not limited to, the following:

- Develop a custom UTM creation tool to ensure the whole business uses the same system for tracking.
- Ensuring we are properly set up to track customer journeys through our web, social and community platform.
- Data Dashboard management including:
 - o Investigating and resolving issues, bug fixing.
 - o Manual updating of some data.
 - o Continuously improving the dashboard with our Web & Data Manager to ensure it tracks correct and relevant data.
 - o Train colleagues to use the data dashboard as needed.
 - o Providing guidance and advice to improve data visualisation and tracking.
- Technical SEO Support including:
 - o Full technical analysis of EIT Food's main website and quarterly reviews.
 - o Technical recommendations audit/bad link triage.
 - o General Google and major search update reviews, crawl analysis, load speeds, mobile optimisation, and page efficiency monitoring.
 - o Implementation of recommendations for improvement in partnership with EIT Food's existing web agency/team.
 - o On page SEO support including keyword analysis and density checks, Meta description evolution, key landing page copy reviews, keyword reports for future blog updates, page copy analysis and evolution, tag review and updates, URL checking and adaptation, page description monitoring and evolution, image tagging optimisation, developer liaison and briefing, ongoing SEO check-ups & follow-up. Implementation of any recommendations for improvement would need to be made in partnership with EIT Food's existing web agency.
 - o Backlinking activity: Backlinking editorial support, link research and analysis, Domain authority analysis, link negotiation and agreement.

- Conversion Rate Optimisation using Hotjar to examine behaviours of web users, inform potential changes then A/B test those changes through tools like Google Optimize for a fully data-driven approach to user experience development.

Work Package 12: Social Media

EIT Food is looking for support with social media content development.

The service should include, but is not limited to, the following:

- Social listening: set-up, inclusion of EIT Food themes, reactive content, changemaker research, trend analysis, systems usage, weekly insights sharing to inform content calendar. It is important that this is set up in EIT Food's existing social listening tool (not an agency tool).
- Social media weekly content creation and scheduling, including calendar creation & management in accordance with strategy and weekly updates on content & calendar.
- Copywriting and scheduling (Approx 9 posts per week across 3 platforms – Li, Fb, X).
- Community management and influencer outreach, including weekly influencer outreach/engagement from our changemaker list/derivation of multipliers from changemaker list, weekly responding to replies/comments, and list management.

Work Package 13: Community Growth & Commercialisation

We are looking for community platform tenderers to support with our community platform FoodHIVE (on HiveBrite).

The service should include, but is not limited to, the following:

- FoodHIVE growth & engagement strategy.
- Content development including regular content planning and strategic support, transforming the current news page into an insights hub where community members can discover our content, with a tagging system; developing a theme of the month from our editorial content calendar and highlighting existing community members in the content.
- Monthly content development including a wrap-up community email, member posts, and welcome content packages.
- Ideation, planning, and execution of small activations to increase participation and engagement in-platform (lunch & learn-style webinar, small competition, etc.).
- Develop a mentoring feature for the wider community.
- Support with commercialisation pilot including strategic advice, implementation, and comms campaign. Understanding the technical/structural changes needed on the platform and implementing these. Launching the pilot in October 2024.

Work Package 14: Consumer Observatory Communication & Media Lead

Powered by EIT Food, the Consumer Observatory brings together research and consumer insights organisations from across the food system to curate and produce bespoke research, up-to-date analysis, and unique insights from across the agrifood community. It aims to maximise the impact of consumer insights on agrifood topics, delivering greater knowledge, strategy, and guidance to agrifood stakeholders, educators, policymakers, and businesses – helping to bring about change in the agrifood

system that is well-informed and consumer-focussed. This central hub puts insights into consumer behaviour at the heart of the conversation on food sector trends and sustainability – driving forward innovative solutions that are well-informed and consumer-focused.

You can find out more about the Consumer Observatory [here](#).

The Consumer Observatory has five interconnected work streams. In this work package we're looking for a tenderer to **lead the work stream** which is responsible for the communication and media of the entire Consumer Observatory programme.

The aim is to build a reputation for EIT Food and the Consumer Observatory as a forward-thinking research hub, at the forefront of the latest agrifood insights, targeting audiences with the appetite, capabilities, and desire to scale their organisation to ultimately increase impact.

The mission is to position the Consumer Observatory as a centre for research and a community where to gain access to actionable, first-class, up-to-date structured data, linked to the agrifood system in order to power innovation, entrepreneurship, research and development projects.

The service should include, but is not limited to, the following:

- Leading the Consumer Observatory's internal and external communication and media processes with the aim to keep the EIT Food community aware and motivated around what the Consumer Observatory does and position EIT Food as an expert on consumer engagement/insights in the food systems sphere.
- Promoting the Consumer Observatory among its different audiences in the European agrifood sector: the EIT Food Community (EIT Food staff, supervisory board and partners), policymakers, businesses, researchers.
- Doing the final design, copy-editing and promotion of outputs coming from the different project work streams. This includes qualitative studies such as the [Citizen Participation Forum](#), quantitative studies like the yearly [Trust Report](#), as well as reports on trends.
- Coordinating the presence of the Consumer Observatory in different EIT Food external events.
- Providing strategic communication support to the different project work streams.
- Support for the Food Expert Advisory Board in their role of Consumer Observatory ambassadors.

To fulfil its role, the selected communications tenderer will need to work closely with:

- All Consumer Observatory Work Streams. The agency will need to participate in the bi-weekly Consumer Observatory Steering Committee meetings.
- EIT Food Public Insights and Engagement team as co-leader of the Consumer Observatory and as the contracting partner.
- EIT Food's Brand and Communications teams – the Consumer Observatory does not have its own website or social media channels and it relies on EIT Food channels to disseminate what it does.

Profile

We are looking for a communications tenderer with experience:

- in corporate and science communication/marketing
- in bringing data to life

- with social and traditional media
- in copy-editing of reports
- with designing and implementing communication strategies and campaigns

For this work package specifically, the selected tenderer should have a proven track record of working with clients in the food and sustainability sectors. Please see the award criteria in section 6.9 for the rest of the selection methodology.

Mandatory KPIs

The selected tenderer will need to meet specific KPIs for this work package, set at the start of the project. When applying for this work package, please indicate the KPIs and results you would expect to achieve per year through your work.

The tenderer can also propose other KPIs that will contribute to monitoring progress.

Please note that all Consumer Observatory communication must go through EIT Food digital channels (page on EIT Food website, existing EIT Food social media channels) using the existing visual identity.

KPI	Description
# People reached through communication activities	Figures including: <ul style="list-style-type: none"> - # website visitors/unique website visitors, - # social media following and engagement (data collected to include Twitter, Facebook, Instagram and LinkedIn followers and engaged users on each channel), - # of external events organised and # of participants - # of external events where the CO participated - # media coverage (articles and broadcast in global / European / national / local press, TV, radio, etc.)

Work Package 15: Event Management

For this specific work package, we are seeking proposals from qualified contractors (freelancers) to support our Events Management Team in planning, organising, and executing a variety of events. The selected contractor will work closely with our team to ensure successful event delivery, with activities from conception to post-event evaluation when needed. The contractor will be responsible for providing comprehensive support to the Events Management Team.

The service should include, but is not limited to, the following:

- **Event Planning and Coordination:**
 - o Assist in creating detailed event plans, timelines, and schedules.
 - o Coordinate with vendors, suppliers, and venues to secure necessary services and spaces.
 - o Assist in the development of event budgets and ensure events are executed within budget constraints.
- **Logistics Management:**
 - o Manage logistics for events including transportation, accommodation, and on-site coordination.
 - o Ensure all event materials and equipment are sourced, delivered, and set up appropriately.
 - o Coordinate event staffing, including hiring temporary staff if needed, and managing volunteer support.

- Speaker management and speaker preparations.
- **Event Execution**
 - Provide on-site support during events to ensure smooth operations.
 - Handle any issues that arise during events promptly and efficiently.
 - Ensure compliance with health and safety regulations and other legal requirements.
- **Post-Event Activities**
 - Assist in the evaluation of events, gathering feedback from attendees and stakeholders.
 - Prepare post-event reports, including financial summaries and lessons learned.
 - Recommend improvements for future events based on feedback and evaluations.

Deliverables

- Detailed event plans, timelines, and budgets.
- Regular progress reports and updates to the Events Management Team.
- Comprehensive post-event reports.
- Timesheets.

Qualifications

- Proven experience in event management and coordination.
- Strong organisational and project management skills.
- Excellent communication and interpersonal skills.
- Ability to work under pressure and manage multiple events simultaneously.
- Knowledge of event marketing strategies and tools.

5. Term

The term of the Framework Legal Services Agreement shall be 1 year from the date of signature, with possible annual extensions, up to a maximum total duration of 4 years. In the case of continuing activities beyond 2024, all tasks and budget will be established in a new statement of work.

6. Proposal Process

6.1. Participation

Participation in this proposal procedure is open. This document will be published on our website from the publication date to the deadline date.

In this RFP, the tenderer may respond to one, several or all of the work packages described in the Scope of Services. EIT Food is actively seeking one or various communication tenderers per work package.

EIT Food IVZW is under no obligation to offer a minimum value of services to any tenderer.

The tenderer will be selected based on the Evaluation Methodology and Criteria indicated in section 6.9.

Geographic scope: To ensure an effective client-agency relationship, and because our teams and activities are based across Europe and the UK, we are looking for tenderers based in these locations.

6.2. Submission of proposal

	Date
Publication of the Request for Proposals	24 th May 2024
Deadline for requesting clarification from EIT Food (by email)	3 rd June 2024, 17.00 CET
Deadline for submitting proposals	<i>23rd June 2024, 17.00 CET</i>
Intended date of notification of award	19 th July 2024
Intended date of contract signature	24 th July 2024

After the above-mentioned deadline of submission, EIT Food will not accept any proposals coming in.

Interviews with shortlisted agencies may happen during the week of 8th July 2024 for some or all of the work packages, depending on needs.

EIT Food retains the right at any moment of the process to stop the RFP process if required. This RFP is not to be construed in any way as an offer to contract with the tenderer/s.

The tenderer/s must not communicate with any other personnel of EIT Food regarding this RFP. All information supplied in connection with the RFP regarding EIT Food as a result of this tender process shall be treated as confidential and shall not be disclosed to any third party. Likewise, all information not in the public domain and included in the tenderer's proposal will be treated in confidence by EIT Food.

Proposals must be emailed in **English** with the subject line "Communications RFP 2024" to the following address:

Contact name: Mrs Maria Onyelekere

Email: Maria.onyelekere@eitfood.eu

6.3. Proposal Response

The proposal shall contain a “Service Response”, a “Team Outline” and a “Financial Offer”. Proposals should not exceed 15 pages and should be submitted as email attachments (no links).

Service Response:

The service response should be written with the following structure/chapters and should at least include the tenderer’s proposal on the following topics:

1. Identification and overview of the tenderer. Including a named point of contact, your registered address and an overview of your company and experience.
2. Alignment to EIT Food. Your perspective on our needs, and how you will partner with us to fulfil them.
3. Table summarising the work packages you are responding to:

Work Package	Response (Yes/No)
WP1: Media Management	
WP2: Branding Services	
WP3: Internal Communications	
WP4: Communication Policies & SOPs	
...	

4. For each work package separately:
 - a. An overview of the service you provide to deliver the work package, specifically articulating your expertise in the area and what makes you stand out from the rest.
 - b. Your approach or method for delivering the service, articulating how you would work with us, and which stakeholders you would expect to work with.
 - c. At least one relevant case study, showcasing your work and alignment to the organisational requirements of EIT Food. A maximum of three case studies or examples per work package.

Team outline:

For each work package, outline the team who would provide this service for EIT Food. Your team outline should include the following:

- An overview of the people who would support EIT Food for this work package.
- High level experience summary for your team members.
- Methodology and organisation of work.
- Rationale for the team.
- Designated initial point of contact.

Financial offer:

In order for EIT Food to make a financial comparison, we are requesting that you provide your hourly rate. The Financial offer shall be expressed in Euros, VAT shall be indicated separately.

Responses should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer confirms that the individual submitting the natural or legal entity's proposal is duly authorised to bind its entity to the proposal as submitted. The tenderer also confirms that it has read the instructions to tenderers and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

6.4. Validity of the proposals

Tenderers are bound by their proposals for 90 days after the deadline for submitting proposals or until they have been notified of non-award.

The selected winner must maintain its proposal for a further 60 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT Food.

6.5. Requests for additional information or clarification

In case the tenderers require additional information or clarifications, these should be addressed to the person indicated below. All communication between EIT Food and tenderers is only possible in writing, all requests will be done and answered by e-mail only. All questions should be sent prior to the deadline for requesting clarification as specified in Section 6.2.

Contact name: for the attention of Mrs Maria Onyelekere

E-mail: maria.onyelekere@eitfood.eu

EIT Food has no obligation to provide clarification.

6.6. Costs for preparing proposals

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

6.7. Clarification related to the submitted proposals

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, EIT Food may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. All communication between EIT

Food and tenderers is only possible in writing, all requests will be done and answered by e-mail only.

6.8. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderers, EIT Food reserves the right to negotiate the contract terms with the tenderers. In this negotiation EIT Food may ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiation, EIT Food shall provide further information about the proceedings and timing.

6.9. Evaluation of proposals

The quality of each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 4 of the document.

Award criteria:

Each work package will be evaluated independently, a successful tenderer/s will be awarded specific work packages, which may be some or all of the work packages submitted in their proposal. Work packages may be awarded to one or multiple tenderers - EIT Food IVZW is looking to sign a Framework Agreement with one or various communication tenderers per work package that will be capable of providing some or all of these services to EIT Food.

The proposals will be evaluated as follows:

Criteria	Score (total 100 points)
Proposed services: Experience and competences with the services required, capacity to deliver the services, experience in providing support to global matrix organisations with purpose-led missions to drive change and have societal impact, clear added value compared to other proposals; relevance & creativity in the provided examples	50
Team profile: Rationale for selecting your core team, core team/account manager profile alignment to EIT Food's needs. Capability of broader team.	20
Value for money: EIT Food will review the proposals based on both price and quality with an overarching objective to achieve best value for money. The highest score will be given to the lowest fee among the participating companies.	30

The results of the award procedure will be communicated in writing (via e-mail) to the successful and unsuccessful tenderers.

6.10. Signature of contract

Please refer to Annex 1 for the template Framework Service Agreement that shall apply to this procedure. The initial duration of the contract is three years with a possibility to extend the contract by a maximum period of one year up to two times (the maximum contract duration shall not exceed 5 years).

Any changes desired by the tenderer in the provisions contained in the body of this Framework Service Agreement must be communicated to EIT Food as part of the proposal of such tenderer. Any such changes will be considered as part of the evaluation of the proposal of each tenderer.

Within 5 days of receipt of the final version of the Framework Service Agreement from EIT Food, the winning tenderer/s shall sign and date the digital contract and return it to EIT Food. Upon receipt, EIT Food shall countersign and return one signed copy of the contract to the winning tenderer/s.

6.11. Cancellation of the proposal procedure

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

6.12. Ethics clauses/Corruptive practices

EIT Food reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities

or fraud are discovered after the award of the Contract, EIT Food may refrain from concluding the Contract.

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

7. Annexes

7.1. Annex 1: Contract Template

The Contract Template is provided for information purposes only and might be subject to considerable modifications.

FRAMEWORK AGREEMENT EIT FOOD _____

This Framework Agreement (the "Agreement") is entered into by and between

EIT FOOD IVZW, an international non-for-profit association under Belgium law with registered address at Ubicenter A, Philipssite 5 (bus 34), 3001 Heverlee with enterprise number 0672.423.992 herein represented by _____, CEO and _____, _____

(Hereinafter referred to as "EIT Food" and/ or the Party),

And

_____. with registered address at _____, _____ and registered under the number Vat Nr: _____ herein represented by Mr. _____ -acting as (hereinafter referred to as the "Contractor" and/or the Party)

(Hereinafter when referred collectively as to "the Parties")

WHEREAS EIT Food is Europe's leading food innovation initiative, working to make the food system more sustainable, healthy and trusted.

WHEREAS EIT Food requires that Contractor provides certain services to support in _____, as further defined in the article 2 and in the attached Annexes I (RFP) and II (Tender). To obtain said services and/or products, EIT Food has conducted a procurement procedure in accordance with its own procurement policy in which it launched a

request for proposal (RFP) for the assignment: “ _____ ” (hereinafter “the Assignment”)

WHEREAS, The Contractor has submitted its offer on _____ 2024 - (hereafter referred to as the Tender). The Tender of the Contractor meets the requirements set by EIT Food and said proposal was scored as the offer which is expected to obtain the Best Value for Money.

WHEREAS, Contractor agrees to perform the Assignment, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Article 1.- DEFINITIONS

The following terms used in this Agreement shall have the meaning as set forth hereafter:

Agreement – This Framework agreement under which the Sub-assignments will be executed in accordance with the RFP.

Annex(es) – Integrated part of this Agreement as documented in an attachment to this Agreement.

Assignment – The complete services and products that Contractor will deliver in accordance with the RFP and the Agreement. The Assignment is explicitly described in article 2 and in the Appendixes for the details.

Confidential Information - Any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms and conditions of this Agreement, including prices, are Confidential Information of both Parties.

Consortium – A group of legal entities in the capacity of Contractor who are jointly and severally liable for the performance of the Assignment.

Contractor – The legal entity (or entities in a Consortium) that submitted the winning Tender in accordance with the Assignment and corresponding requirements as formulated in the RFP.

PA (Partnership Agreement) - The agreement between EIT Food and the European Institute of Innovation and Technology. The FPA lays down the conditions under which EIT Food and the European Institute of Innovation and Technology work together, a.o. with respect to organizing the KIC Activities and receiving the funding from the European Institute of Innovation and Technology.

Legal representative – The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

CLCs – Co-location centres of EIT Food established in Reading, Warsaw, Madrid, Leuven and Munich.

RFP (Request for Proposal) – Underlying document with which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

RFP documents – All documents (including the RFP) that are provided by EIT Food during the procurement procedure.

Service(s) and/or Products – Requested services and/or products as defined in this Agreement and its Appendices which will lead to achieving the defined goals.

GA – (Grant Agreement) The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to EIT Food.

Sub-assignment – Detailed (partial) assignments within the scope of the Assignment on which the provisions of the Agreement are applicable. The execution of Sub-assignments will always be preceded by consultation of Parties and an order confirmation and will be reflected in a Statement of Work.

Tender/ Proposal – The winning offer of the Contractor on which EIT Food determined this offer to be the offer which provides the best value for money.

Third parties – All parties except: EIT Food, Contractor and all their affiliated entities.

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT Food.

Article 2.- SCOPE OF AGREEMENT AND SERVICES

2.1 This Agreement applies to all Services to be rendered by the Contractor to EIT Food as further described in the Tender and in the Sub-assignments following from this Agreement. The main objective of the Assignment is:

Further details on the scope of work of the current Framework Agreement can be found in Annex I (RfP).

2.2 EIT Food may, based on this Agreement, provide Contractor with an order to perform Sub-assignments (additional services as described in the RFP documents and the Tender). This Contract applies to all Services to be rendered by the Contractor to EIT Food as further described in future specific contracts/statements of work, and which will form annexes to this Contract in Annex. The statement of work template is attached as annex III.

Any specific request for services will result in a separate specific contract (statement of work) for specific Services to be rendered between EIT Food and Contractor. The specific statement of work will provide the detailed arrangements for the Services to be rendered thereunder and will be established in accordance with the Annex.

2.3 The following documents (attached as annexes to this Agreement) are an integral part of this Agreement. The Parties agree that all provisions on Contractors forms are deemed deleted. To the extent there is a conflict between these documents than the first mentioned document will take precedence and govern:

- a. The Agreement:
- b. Request for Proposals (RFP) - Annex I
- c. The Tender as submitted on – Annex II
- d. SoW Template/ First Statement of Work – Annex III
- d. Declaration of honour Annex IV

2.4 Modifications or amendments to this Agreement shall be valid only if these are foreseen in the RFP documents and there is written prior consent of both parties to the modifications and/or amendments.

Article 3.- TERM

3.1 This Agreement has a duration of one year and starts on _____ (hereinafter: “the Effective Date”).

3.2 This Agreement will be effective as of the Effective Date and shall remain in effect until _____ (“Initial Term”).

3.3 This Agreement may be renewed by EIT Food for three (3) consecutive twelve (12) month periods (“Renewal Term”) up to a total of 4 (four) giving Contractor written notice thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the above mentioned, the Parties shall negotiate and agree on the extent and duration of the Renewal Term.

3.4 For the avoidance of doubt, the tacit reconduction of the Agreement cannot be interpreted as a renewed commitment from EIT Food.

Article 4.- PERFORMANCE OF THE SERVICES – REPORTING

1.1 Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.

1.2 Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.

1.3 Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment.

1.4 Contractor will make a tailored offer (regarding the expected number of deployment

hours) for each Sub-assignment in which it will provide EIT Food with multiple scenarios (at least two) regarding the level of expertise, so EIT Food can make an educated choice with regard to the deployment of the experts (on junior or senior level). For the remainder Contractor will, when carrying out the Assignment, take reasonable wishes (amongst which but not limited to wishes regarding the deployment of junior or senior employees) of EIT Food into account where possible.

1.5 Tailored offers with regard to Sub-assignments for copy/printing/" repro" activities can be challenged by EIT Food. EIT Food is not obligated to assign these activities to Contractor.

1.6 It is the responsibility of Contractor to further adjust the execution of the Assignment to changing conditions. Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with EIT Food in a timely matter.

1.7 Contractor shall immediately notify EIT Food of the (partial)completion of a Sub-assignment if EIT Food would otherwise not be aware of it.

1.8 Contractor reports monthly to which extent issues have occurred during the execution that influence the execution of the Assignment, and which are outside its control and responsibility.

1.9 EIT Food may, at any time during the progress of the Services, require additions, deductions, or deviations (all hereinafter referred to as a "Change") of the Services. All Change requests must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.

1.10 Contractor shall comply with all reasonable guidelines provided by EIT Food for the implementation of services described in the specific request for services.

1.11 Submission by the Contractor of all deliverables indicated in the Agreement shall be considered as the Contractor's report of services rendered. The deliverables and reports on progress of deliverables shall be submitted by e-mail on a weekly basis, alongside regular update calls.

1.12 The Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed matter and are carried out properly and completely. The Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays or other reasons for the absence of personnel engaged for the services. The Contractor will immediately take the necessary measures to make the required facilities and/ or the deployment of replacement personnel, as the case may be.

1.13 The Contractor shall refrain from changing key personnel during the execution of this Agreement. If key personnel will have to be replaced, The Contractor shall consult with EIT Food regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with the Contractor. The Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.

Article 5.- REMUNERATION, PAYMENT AND TAXES

Remuneration

- 1.a.1 The applicable hourly rates for the services are indicated in the Tender (_____) such as submitted by Contractor on _____.
- 1.a.2 These rates are fixed and specified by Contractor in Euros and excluding VAT.
- 1.a.3 Additional services will not be paid for unless the RFP documents contained an explicit possibility to do so, EIT Food gave an additional order and parties have written prior consent on the scope and price of the additional services.
- 1.a.4 Fees may be adjusted as indicated in the Tender for the first time at the first Renewal of this Agreement (_____) provided that the increases of fees can't exceed 5% from the previous financial year and provided that fee reductions are reviewed annually.
- 1.a.5 Contractor provides detailed statements regarding the services rendered for the time spent by its employees. This is only the case for change requests or additional functional support outside the scope of the current agreement.

Payment

5.2.1 The remuneration mentioned in article 5.1 will be specified and invoiced at the end of every month. Contractor will render the invoices for the Services performed following the conditions in the specific statement of work.

5.2.2 EIT Food shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the specific request for services. A "correct" invoice is an invoice that meets EIT Food's invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the services ordered and provided. If the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.

5.2.3 EIT Food will, without prejudice to its obligation to pay, pay Contractor an interest equal to the statutory interest over the period after expiry of the said term that the invoice is stayed unpaid for invoices that remain unpaid for more than 30 days from the date of receipt of the invoice.

5.2.4 EIT Food is entitled to suspend payment of invoices or to automatically repay the amount collected by Contractor in case of alleged material misstatement of the facts. EIT Food objects to Contractor's invoice before expiry of the payment period or within 30 days of direct debit. In that case Contractor will remain liable for the execution of the Agreement.

5.2.5 Invoices shall be paid electronically by EIT Food to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the applicable EIT Food thirty (30) days prior written notice.

1.1 Taxes

5.3.1 Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Contract.

5.3.2 Except as otherwise provided in this Contract, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be solely liable for Taxes based on Contractor's net or gross income Contractor shall indemnify and hold EIT Food harmless from its failure to make payment of such Taxes.

5.3.3 The prices set forth in the Tender do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

5.3.4 EIT Food shall be responsible for any applicable sales taxes ("Transfer Taxes") with respect to the prices paid for the Services and shall reimburse Contractor for any such Transfer Taxes paid by Contractor on EIT Food behalf. Contractor will not charge an otherwise applicable Transfer Tax if the Services are exempt from Transfer Tax.

Article 6.- INDEMNITY LIABILITY AND INSURANCE

6.1. The services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with EIT Food on time. Contractor indemnifies, hold harmless and defend the EIT Food against all claims in this regard.

6.2. To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall EIT Food be liable to Contractor for any special indirect, punitive, incidental or consequential damages resulting from or arising out of or relating to this Agreement, even if EIT Food has been informed of the possibility of those damages.

6.3. Contractor will indemnify, defend and hold harmless EIT Food, its employees, agents, and the KIC Partners ("indemnitees") from any losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or relating to the services and/or deliveries, or any person or deliverable furnished by Contractor except to the extent directly caused by the negligence or wilful misconduct of EIT Food or Indemnitees; (2) assertions under workers' compensation or similar social insurance claims made by persons furnished by Contractor; or (3) Contractor's breach of any obligations under the following clauses: Taxes, Intellectual Property Rights, and compliance with law.

6.4. Contractor will provide EIT Food, upon request, certificates or proof of insurance that are sufficient to cover the obligations of Contractor under this Agreement.

Article 7.- INTELLECTUAL PROPERTY, OWNERSHIP & EXPLOITATION

7.1. All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of Contractor's activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vest with EIT Food. EIT Food shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.

7.2 Contractor shall waive all rights relating to such results and shall not reproduce, publish or supply any such results to any third party without EIT Foods prior written approval.

7.3 Contractor is not permitted to use the word / figurative mark or other intellectual property rights of EIT Food in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of EIT Food.

Article 8.- LEGAL REQUIREMENTS – GDPR

8.1 Contractor shall always during the term of this Agreement comply with all the legal requirements pertaining to its professional activities. EIT Food may request Contractor to provide proof of such compliance.

8.2 In the event Contractor qualifies as a processor as referred to in the 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 (General Data Protection Regulation) while Contractor processes personal data for EIT Food during the Assignment, Contractor guarantees the application of appropriate technical and organizational measures, for the processing to meet the requirements of the General Data Protection Regulation and the protection of the data subjects is guaranteed. Contractor processes personal data exclusively on commission and based on written instructions from EIT Food, except for deviating legal prescriptions.

Article 9.- TERMINATION

9.1 EIT Food may terminate this in the event the Contractor breaches any material term or condition and where such breach remains uncured for more than fifteen (15) days after the breaching Contractor is provided written notice of such breach.

9.2 EIT Food or Contractor may terminate this Agreement by written notice to the other Party if a proceeding is commenced against the other Party under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within thirty (30) days of its commencement.

9.3 Upon expiration or termination of this Agreement, Contractor shall cease performance of all Services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by EIT Food. EIT Food's liability shall be limited to payment of the amount due for services provided up to and including the date of expiration, termination or cancellation.

Article 10.- CONFIDENTIAL INFORMATION

10.1 "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. The terms and conditions of this Agreement are confidential to both Parties.

10.2 The Receiving Party shall (a) only use Confidential information to exercise its rights and fulfill its obligations under this Contract; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.

10.3 The Receiving Party's obligation of confidentiality and restriction on use shall not apply to information deemed Confidential Information by the Disclosing Party to the extent that the Receiving Party can reasonably demonstrate that the information was: (i) known to the Receiving Party before receipt from the Disclosing Party under this Agreement without restriction on use or disclosure or a breach of this Agreement at the time of disclosure; (ii) generally available to the public without any breach of this Contract; or (iii) was independently developed by the Receiving Party without use of the disclosed Confidential information.

10.4 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, to comply with a court order, a verdict, an administrative act or a statutory requirement, the Receiving Party shall notify the Disclosing Party thereof without delay and in advance of such disclosure and shall support the Disclosing Party in defending against the requirement for disclosure or seeking further protection of such confidential information.

10.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information, except for a copy of the Confidential Information to be kept in accordance with the Receiving Party's professional standards in order to meet legal requirements. The Disclosing Party shall only provide such Disclosing Party's own or a third party's Confidential Information where such Disclosing Party has the right to do so.

Article 11.- SPECIAL CONDITIONS

11.1 Contractor acknowledges the obligations of EIT Food under the PA and the GA, that EIT Food receives grants from the European Institute of Innovation and Technology and that EIT Food has the obligation to comply with controls, checks and audits and investigations (hereinafter "Audits") that may be carried out by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). Contractor shall do everything that is necessary to enable EIT Food to comply with these obligations.

11.2 More in particular, Contractor acknowledges and agrees that the European Institute of Innovation and Technology, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the Partnership Agreement and the GA also towards Contractor. Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by Contractor.

Article 12.- MISCELLANEOUS

12.1 Assignments

Neither Party will assign this Agreement, in whole or part, without prior written consent of the other Party, such consent not to be unreasonably withheld.

12.2 Waiver

A Party's failure to enforce any right or remedy available under this Agreement will not constitute a waiver of that right or remedy.

12.3 Severability

If any of the provisions of this Agreement and/or in the Annexes is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement, and other Annexes will be construed as if it did not contain the invalid or unenforceable provision(s).

12.4 Survival

All rights and obligations of the Parties, which by their nature would continue beyond termination, cancellation or expiration of this Agreement and/or a specific request for services will survive.

12.5 English Language

The Parties acknowledge that the terms and conditions of this Agreement are written in the English language and that it is the intent of the Parties that the English translation shall always apply. Contractor confirms that Contractor understands English.

12.6 Entire Contract

This is the Parties' entire Agreement as to the Services and it supersedes all prior Contracts, proposals, communications, and understandings, whether written or oral. This Agreement can only be amended with a writing signed by authorised representatives of both Parties. All provisions on Contractor's forms are deemed deleted.

12.7 Notices

_____ Any notice or demand described in this Agreement or required by law must be in writing and must be communicated by confirmed facsimile, certified or registered mail, overnight mail or personal delivery addressed as follows:

EIT Food IVZW, Ubicenter A, Philippsite 5 (box 34), B – 3001 Heverlee

The effective date of a notice will be (I) five (5) days following the date mailed for certified or registered letters, (II) two (2) days following the date for overnight letters, or (III) when delivered, if in person. The above addresses may be changed at any time by giving prompt, written notice as provided above.

12.8 Force Majeure

Neither Party shall be liable for delays in performance or non-performance, in whole or in part - except for payments due - resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.

12.9 Independent Contractors

The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.

12.10 non-Exclusive

EIT Food expressly agrees that the Contractor also performs services and/or deliveries for other clients, provided that this doesn't interfere with the proper execution of the Assignment between EIT Food and the Contractor and/or it doesn't harm (other) interests of EIT Food.

Article 13.- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1.1 Settlement of Disputes

In the event of a dispute ensuing from the interpretation or the performance of this Contract, the Parties undertake to initially seek a friendly solution. If such solution cannot be reached, the dispute will be for the exclusive competence of courts of Leuven.

1.2 Choice of Law

This Agreement will be governed by the laws of Belgium, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

Article 14.- ELECTRONIC SIGNATURE

Parties agree to waive the obligations resulting from article 1325 of the Belgian civil code, and agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

EIT FOOD

By: _____

Title: CEO

Signature: _____

Date: _____

By: _____

Title: _____

Signature: _____

Date: _____

By: _____

Title: COO

Signature: _____

Date: _____

7.2. Annex 2: Declaration of Honour

Declaration of Honour

REFERENCE: _____

I, the undersigned, _____, acting as _____, tenderer in the
aforementioned contract hereby confirm:

- that on the date of the submission of the proposal for this request for services, the organization that I represent and the staff proposed for this tender are not subject to a conflict of interest in the context of this specific contract. A conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform EIT Food iVZW without delay of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that the organization that I represent and the staff proposed have not made and undertake not to make any offer of any type whatsoever, from which an advantage could be derived in connection with this contract;
- that the organization that I represent and the staff proposed have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the contract;
- that I am aware that EIT Food iVZW reserves the right to check this information, and I realize the possible consequences that may arise from any false declaration in providing the information required by EIT Food iVZW in order to participate in the specific contract.

Date: _____

Full name: _____

Signature: _____