

# **Request for Proposals:**

## **Development of an Interactive 3D Augmented Reality Regenerative Agriculture Learning Simulation**

**EIT Food – Making Food Innovation Happen**

Knowledge & Innovation Center on Food,  
part of the European Institute of Innovation and Technology (EIT)  
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**<http://www.eitfood.eu>**



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# Overview of EIT Food

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

The initiative is made up of a consortium of key industry players, start-ups, research centres and universities from across Europe. It is one of eight Innovation Communities established by the European Institute for Innovation & Technology (EIT), an independent EU body set up in 2008 to drive innovation and entrepreneurship across Europe.

EIT Food aims to collaborate closely with consumers to develop new knowledge and technology-based products and services that will ultimately deliver a healthier and more sustainable lifestyle for all European citizens.

For more information about our organisation please visit the following website: [www.eitfood.eu](http://www.eitfood.eu)

## About EIT Food Education

EIT Food is the world's largest and most dynamic food innovation community.

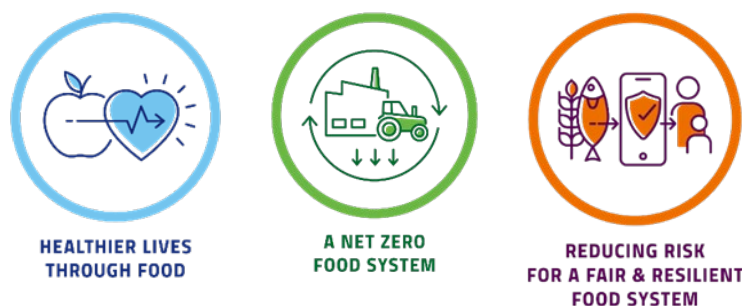
Supported by the EU, we create connections right across the food system that stimulate new ideas and innovations to drive change: between startups and corporates; between food entrepreneurs and investors; between consumers and industry; between research and action; between ideas and reality; between present and future.

**EIT Food is at the centre of a global transformation in how food is innovated, produced and valued by society.** With a strong, trusted and growing partnership and an engaged multistakeholder community, we are creating a new kind of food system that is innovative, resilient and sustainable. Our approach puts the needs, concerns and ideas of consumers at the core of what we do to drive a more resource-efficient, secure, trusted and transparent food system.

The robust infrastructure EIT Food has set up is enabling and fostering innovation, businesses, skills and jobs, and is already delivering demonstrable impact along three missions:

- **To create healthier lives through food.** We make a material difference to health adjusted life years by enabling more consumers to make better choices through access to healthier products and actionable information.
- **To create net zero food systems.** We are closer to a net zero food system, reducing CO2 equivalent emissions by tackling CO2 hotspots, reducing the footprint of proteins through diversification, and creating new markets for food waste.
- **Managing risk for a future-proof, fair food system.** We see the benefits of more resilient, trusted food supply chains with people experiencing greater food security and safety through widespread digitally enabled food supply chains.

Our Missions:



EIT Food's Missions respond to major societal challenges within the food system. The alignment of our chosen challenges towards United Nations Sustainable Development Goals (SDGs) and EU policy is detailed in our main funding [strategy document](#) agreed with EIT (European Institute of Innovation & Technology). For more about our Missions-led approach please visit [our website](#).

In this context, **EIT Food is the only innovation instrument putting education and training central to drive Food Systems transformation**. Within Europe, it has been our mission to provide the pan-European skills platform for innovation and entrepreneurship and build capacity and capabilities to drive systemic change in the food system. We are doing this by:

- Ensuring that individuals are **equipped with the mindset and both the underpinning and technical skills** to lead food system transformation as entrepreneurs, effective innovators in industry and policy/regulatory change agents.
- **Strengthening the role of higher education institutions (HEIs) in their regional ecosystems** to commercialise science and research backed ideas for food system transformation, to be more effective orchestrators of innovation in local/regional ecosystems and to foster stronger partnerships between academic institutions and agrifood companies.
- Working with employers and training providers to enhance the provision of innovation, entrepreneurship, food system and Deep Tech skill development to ensure organisations have the capacity and capabilities to innovate.
- Working with industry to **enhance innovation potential** and support HR practices regarding innovation skills: addressing the skills gap is essential for innovation and competitiveness in the agrifood sector.
- Investing in innovations in teaching and learning in the Higher Education and Vocational Training sectors to ensure the agrifood education system is competitive.
- Being a core member of the **Pact for Skills in Agrifood** to co-shape the agenda for upskilling and reskilling of the workforce across the food system.

We leverage our ecosystem, our expertise and our unique multiplier role. We envision a collaborative landscape where **EIT Food** is the driving force behind impactful initiatives, catalysing positive change and setting the standard for excellence in education and training.

The education and training frameworks we have developed to date, which have been supported by the EU, are now providing the basis for special collaborations outside of Europe with selected partners. Food systems are global, and **we value working with food systems leaders who share our vision for a future where education is the cornerstone of a sustainable, resilient and thriving Food System**.

## Our approach

The ambition to drive change through a skills agenda, reshape education and training and the forging a new workforce for the food system requires a concerted approach of several ingredients:

- A core value that all learning should be **robust** in learning design and quality assurance, **relevant** for the learner in their career and work context and **recognised** to support employability purposes.
- Our ecosystem providing **insights, creativity and innovation** in the field of teaching and learning, **delivery capacity and capability**, and intensive interaction of all sides of the **knowledge triangle**<sup>1</sup>.
- Key capabilities that are mobilised to utilise opportunities and build new markets.
- Resources that provide a clear and **common framework for action** and **essential infrastructure** to streamline strategic and operational delivery.

Our approach to build capacity and capabilities is therefore based on the following foundations:

- **A long-term partnership.** EIT Food aims to be a long-term partner to bring together ecosystems and to utilise synergies. This translates into a co-development approach in which EIT Food  $\neq$  capabilities and networks as the world  $\neq$  largest Knowledge Innovation Community on food systems are brought in to build value.
- **The need for education in innovation ecosystems.** All successful innovation ecosystems (e.g. Silicon Valley, Cambridge Cluster) have strong roots in education. This was a key reason why the EIT Food puts education as an equal part of the knowledge triangle  $\neq$  to create a powerful ecosystem. With this strong focus on ecosystems and the role of education in fostering them, EIT Food supports ecosystem building by playing an active role in making connections that current and future skills needs are addressed.
- **Ascalable approach.** Building traction in any market takes time, and EIT Food supports this through a scalable approach in which existing programmes are tweaked to reduce lead times and development costs as pilots to establish viability and to ensure full alignment to needs before scaling.
- **The need for programmes that provide training and achieve innovation impact at the same time.** EIT Food  $\neq$  programmes are challenge-based as this methodology provides one of the most powerful forms of training available today by providing skills and developing attitudes while achieving impact through innovation at the same time.
- **The need for programmes that create and support entrepreneurial individuals.** To drive innovation in the sector, there is a need for individuals who can act entrepreneurially in whichever role they find themselves. EIT Food  $\neq$  programmes focus on capability building as well as driving concrete outputs.
- **The need for networks**, thus enabling exposure to new environments through which individuals can both broaden and deepen their competence base while enhancing interdisciplinary modes of working. This also means they gain access to the networks that can support the delivery of impact in various ways.

Based on these principles, EIT Food has developed programmes and interventions that can enable employees, managers and senior leaders to hone their technical skills and become more entrepreneurial. To date, over 70 000 individuals across Europe and the globe have taken part in our skills-based programmes.

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<sup>1</sup> The Knowledge Triangle comprises education, research and innovation achieved by industry. In practice Knowledge Triangle integration involves activities in education, innovation and business creation

## Our ecosystem

Our unique ecosystem brings together educators in Europe & top knowledge institutions, industrial leaders in innovation, entrepreneurs and mentors into a unique network covering all parts of the knowledge triangle.

As a result, we play several roles:

- Our approach **complements curricula**: food system specificity can be added to general innovation and entrepreneurship curricula, and innovation and entrepreneurship to STEM-based curricula.
- We **convene experts** from different organisations to combine different aspects of science and innovation practice in learning while ensuring industry engagement as a point of principle.
- As a Knowledge Innovation Community, we have an **open dialogue with EU policymakers** to inform strategy and to ensure alignment with policy priorities.

## Our capabilities

Our capabilities help deliver our objectives, but it is important to note that they are not the property of any individual partner organisation in the ecosystem. They exist because of the hundreds of collaborations between partners. In particular:

- Our **thought leadership is in capability building** for food systems transformation. This is a unique combination of academic, industry and entrepreneurial expertise which is leveraged across programmes and initiatives.
- We provide **skills intelligence** about current and future skill requirements in the fields of innovation, entrepreneurship and deep tech. This is based on academic and industry-specific data and insights which shape programmes, initiatives and consultancy.
- This also allows us to conduct **job role profiling** to align educational offerings with industry needs, provides valuable insights into specific roles and skills and allows the tracking the evolution of roles across the food system.
- We align our **educational designs** with the **EIT Label** to ensure excellence in education and training. This puts us at the forefront of teaching and learning for innovation and entrepreneurship as it applies to food system challenges and drives venture creation and entrepreneurial activity within organisations.

## Our resources

Our resources are strategic assets underpinning the delivery of our portfolio:

- Our **Competency Framework** underpins our entire portfolio, setting the standard for innovation and entrepreneurship competencies. It is backed by industry expertise, and helps individuals and organisations improve their capabilities and employability; for more details, please see figure 1.
- Our **platform and course catalogue** are central to the delivery of our educational offerings. The course catalogue provides access to all our content for learners and helps them manage their learning. For training providers, it offers an opportunity to market their programmes to a wide audience.
- The alumni base of our programmes and the Young Professionals Platform offer an **exceptional talent pool** through which industry and ventures have access to highly skilled professionals focused on innovation and with a food system transformation mindset.

- Our unique **certification system** validates existing skills and knowledge. It is based on our Competency Framework to enhance employability and industry recognition, in particular to support individuals with relevant expertise and experience but who cannot evidence this.
- EIT Food Education **media outreach** supports storytelling, marketing and community building to strengthen our brand and to ensure programme alignment in the market.
- Proposals can introduce a range of different learning modalities appropriate to the subject matter, with a clear emphasis on experiential and challenge-based forms of learning. Furthermore, new forms of learning are strongly encouraged to cement EIT Food **place** at the forefront of learning innovation, for example serious games, simulations, competitions, workplace-based learning, and other innovative approaches.
- EIT Food Education offers the following services and infrastructure to support programmes and courses in its course catalogue:
- **Dedicated marketing** function specialised in the postgraduate and professional education market, with its own communication channels on Facebook, Instagram and LinkedIn, with over 12 500 followers. Please note that these channels are complementary to and supportive of the main strategy to reach target audiences.
- **Student Information System and application portal** to ensure data can be processed in compliance with GDPR. Please note that for reporting purposes learner data must include certain demographic information that EIT Food must be allowed to access. As such it is strongly recommended that proposals use the available systems.
- The Canvas **Learning Management System** which may be used for courses or programmes developed in collaboration with EIT Food. Please note that proposers must grant EIT Food non-exclusive access rights to the course materials to be able to publish on Canvas.
- **Apayment gateway** for any programmes or courses offered on a fee basis.



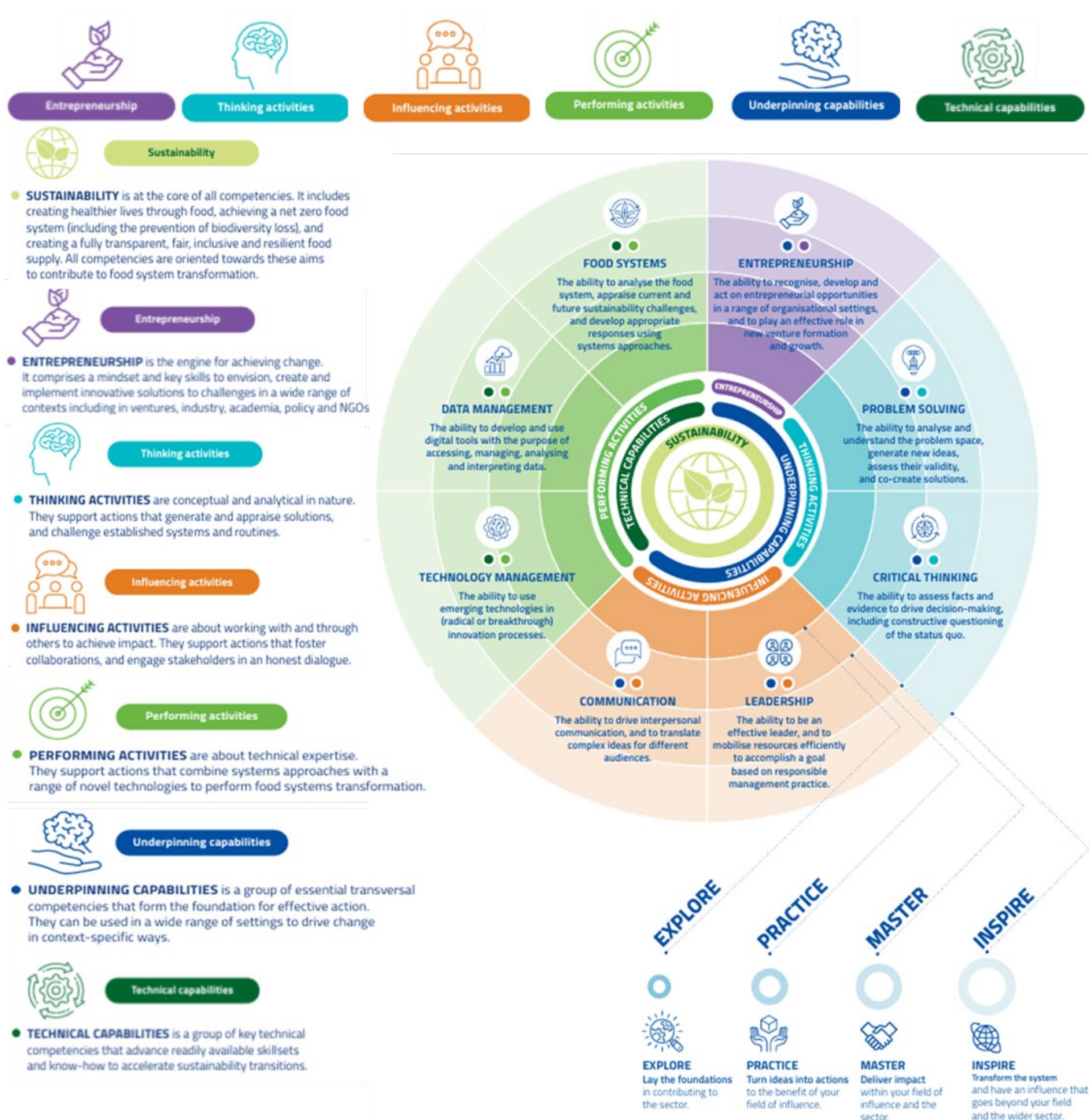


Figure 1: EIT Food Competency Framework

# Scope of work and Objectives

## Background to EIT Food Education and Innovation in Agrifood Learning

EIT Food Education's initiatives aim to transform the agrifood sector by empowering learners with cutting-edge, innovative learning experiences. Our mission is to create a healthier, more sustainable, and more trusted food system by equipping students and professionals with the skills and mindset to drive change. This is achieved through state-of-the-art pedagogy, real-world application, and a commitment to digital and experiential learning.

In line with our strategic goals for the future Academy upskilling models, we seek to develop an innovative, immersive, and scalable 3D Augmented Reality model of a Regenerative Agriculture Farm. This digital learning tool will become a flagship example of how emerging technologies can drive educational impact, contribute to a net-zero food system, and prepare the next generation of food system innovators.

### 3.1 Objectives

The objective of this Request for Proposals is **to identify a vendor capable of delivering a web-based, interactive 3D AR simulation designed to teach the foundational principles of regenerative agriculture**. This model must:

- Address core themes such as **biodiversity, soil health, and resource scarcity**.
- Be adaptable for **future expansion** into additional areas such as food biotechnology, risk and resilience, and country-specific contexts.
- Enable **immersive, systems-level learning** that responds to user interactions and decision-making.
- Include content for diverse audiences — from farmers and students to professionals — while allowing in-depth exploration for expert users.

The solution should also integrate a **software-as-a-service (SaaS) component** that supports the commercialization and licensing of educational 3D content. This infrastructure must allow for scalable content management, modular integration, and user analytics.

### 3.2 Scope of Work

**The service provider will be a specialist in immersive digital learning and interactive 3D content development, with a proven track record in delivering pedagogically sound, engaging, and scalable educational technology solutions. Their expertise must encompass web-based platforms, Augmented Reality (AR), Virtual Reality (VR), and interactive simulations, ideally with experience in the agrifood or sustainability sectors.**

The provider will contribute directly to the development and integration of a groundbreaking learning model as part of three interrelated workstreams:

#### Scope of Work 1: Regenerative Agriculture 3D Learning Simulation

As part of EIT Food's commitment to sustainability and education innovation, the provider will deliver an interactive, browser-based 3D model focused on regenerative agriculture. This learning tool will support EIT Food's wider educational initiatives and serve learners across all education levels, from young professionals to lifelong learners and industry stakeholders.

**The provider will be responsible for:**

**a. Learning Design and Content Development**

- Co-develop learning scenarios with EIT Food pedagogical experts to address key regenerative agriculture topics: biodiversity, soil health, and scarcity.
- Implement systems thinking to allow learners to interact with the model and see real-time consequences of agricultural decisions.
- Create layered content that meets different expertise levels and allows for modular expansion.

**b. Simulation and Platform Development**

- Design and develop an interactive, web-based 3D simulation that is scalable, device-agnostic, and AR/VR-compatible.
- Integrate the model into a SaaS platform that supports user registration, progress tracking, licensing, and analytics.

**c. Stakeholder Engagement and Co-Creation**

- Conduct workshops with EIT Food experts to iterate on model design, content accuracy, and user experience.
- Actively incorporate feedback from user testing to improve usability and educational value.

**d. Launch and Support**

- Provide support during the launch of the simulation, including events such as presentations, exhibitions, or pilot phases.
- Offer user training materials and onboarding resources.

## Scope of Work 2: Future Learning Services Integration

The provider's solution will serve as a foundational tool within EIT Food Learning Services and must be built to integrate with ongoing initiatives such as:

**a. Educators' ToolBox**

- Provide guidance for educators on how to use the simulation in formal and non-formal learning contexts.
- Develop asynchronous resources for using 3D models in classroom and remote settings, including assessment guides, learning outcome alignment, and facilitation tips.

## b. Professional Upskilling

- Design model components that can be customized for continuous professional development and sector-specific training.
- Support the development of microcredentials or digital badges linked to learning pathways within the simulation.

## c. Entrepreneurial Skill Development

- Embed content that promotes system thinking, innovation, and sustainable entrepreneurship, aligning with EIT Food's mission and the EntreComp framework.
- Enable real-world entrepreneurial scenario simulations (e.g., decision trees for regenerative business practices).

## Scope of Work 3: Licensing and Commercialization Infrastructure

To ensure long-term impact, scalability, and sustainability, the provider must offer a platform with:

- **SaaS Licensing Model:** An infrastructure to manage licensing, subscriptions, and user access at institutional and individual levels.
- **Marketplace Capabilities:** Potential to scale by enabling the sale and licensing of new 3D educational models within an existing or integrated marketplace.
- **Content Expansion Tools:** Technical frameworks that allow new simulations or modules (e.g., biotechnology, climate resilience) to be built using the same engine.

## 3.3 Expected Deliverables

The selected vendor will be responsible for:

- **Co-developing the learning design** with EIT Food education experts, ensuring pedagogical relevance and alignment with the EIT Food Competency Framework.
- **Designing and building** an interactive 3D AR environment, accessible via web and compatible with mobile and VR/AR extensions.
- **Providing infrastructure** for licensing, content updates, and ongoing maintenance.
- **Presenting prototypes and delivering iterations** based on regular stakeholder feedback loops.
- **Delivering a launch-ready platform** aligned with the timing of EIT Food's educational programming.

This initiative supports EIT Food's broader goal to train 1% of the European agrifood workforce, contribute to societal and environmental impact, and enhance the employability of our learners.

## 3.4 Project Evaluation and Success Criteria

The success of the 3D Augmented Reality Regenerative Agriculture learning simulation will be evaluated through a combination of quantitative and qualitative metrics aligned with EIT Food's mission to deliver

high-impact, innovative education for the agrifood sector. These criteria will ensure that the developed model not only meets pedagogical and technical standards, but also positions EIT Food as a global leader in using immersive technologies for education and skill acquisition.

### 1. Participant Engagement and Satisfaction

- **User Experience & Accessibility:** Measured through learner surveys, interviews, and analytics assessing ease of navigation, visual clarity, and platform performance across devices.
- **Content Relevance & Clarity:** Evaluated via direct participant feedback on the appropriateness, depth, and clarity of the regenerative agriculture content.
- **Learning Impact:** Tracked through engagement metrics such as time spent in simulation, completion rates of challenges or scenarios, and learner self-reported knowledge gain.

### 2. Alignment with EIT Standards and Educational Goals

- **Competency Framework Integration:** Validation by EIT Food Education staff that the simulation effectively supports the acquisition of competencies aligned with the EIT Food Competency Framework and the EntreComp framework.
- **EIT Label Compliance:** Review of educational methodologies and assessment strategies to ensure compatibility with EIT label standards for quality and innovation in education.
- **Strategic Relevance:** Evaluation of how well the model contributes to EIT Food's goals around sustainability, innovation, and systems-based learning.

### 3. Continuous Evaluation and Improvement

- **Iterative Development Process:** Success will be partially defined by the provider's responsiveness to feedback during workshops, testing phases, and post-launch reviews.
- **Evaluation Mechanisms:** Establishment of internal processes for collecting, analyzing, and acting on user feedback in real-time.
- **Post-Implementation Review:** Regular check-ins with EIT Food Education and other stakeholders to assess impact, adoption, and opportunities for further development.

### 4. Platform Sustainability and Commercial Viability

- **SaaS & Marketplace Functionality:** Effectiveness of the licensing and distribution model for enabling widespread access and monetization of educational content.
- **Content Expandability:** Technical capacity for future additions (e.g., new modules, country-specific adaptations) to be seamlessly integrated within the existing system.
- **Vendor Collaboration:** Quality of collaboration, co-creation, and knowledge sharing with EIT Food staff, educators, and wider ecosystem stakeholders.

This framework agreement includes the development and delivery of the tasks described in the Scope of Work. Upon successful collaboration, the provider may be retained for further services under a continuation of this agreement, subject to mutual consent and performance-based evaluation.

# Funding

## 4.1 Funding Overview

This project will be funded through cascade funding mechanisms under a Knowledge and Innovation Agenda (KAVA) framework. The implementing partner selected through this RFP will receive a subgrant to support the design, development, and implementation of the 3D Augmented Reality Regenerative Agriculture learning model.

### Funding Details

- **Total Available Budget:** Up to €160,000
- **Funding Period:** May 2025 – October 2025
- **Funding Structure:** Costs will be reimbursed based on milestone achievements and deliverable approvals, following the cascade funding rules of the EIT Food KAVA.

### Financial Requirements and Expectations

Proposals must include a **detailed budget breakdown**, covering:

- Personnel (project management, instructional design, development, etc.)
- Platform and technology costs (3D/ AR/ VR development, integration, infrastructure)
- Stakeholder engagement and co-creation workshops
- Testing and evaluation activities
- Content creation and refinement
- Licensing infrastructure and SaaS setup (if applicable)
- Travel and event participation (if relevant)
- Any anticipated VAT or indirect costs (clearly indicated)

### Financial Sustainability

In line with EIT Food's long-term goals for financial independence of educational offerings, all proposals must also include a **financial sustainability strategy** that demonstrates how the solution will generate income or attract co-funding post-project.

Strategies may include:

- **Learner Fee Revenue Model:** A plan for revenue generation through access fees, supported by EIT Food's learner fee collection infrastructure.
- **Sponsorship and Co-Funding:** Identified partnerships, in-kind contributions, or confirmed sponsor commitments that strengthen long-term viability.
- **Scalability and Licensing:** Plans to license or repurpose the 3D model for other audiences, sectors, or educational contexts.

# Application Preparation & Submission

## 5.1 Timeline

	Date
Application Open	5 May 2025
Application Close	20 May 2025
Evaluation	21-23 May 2025
Intended date of notification of award	23 May 2025
Intended date of contract signature	29 May 2025

## 5.2 Participation

Participation in this proposal procedure is open to tenderers from Member States of the European Union (EU) and from [Horizon Europe Associate Countries](#).

### Submission of proposal

Proposals must be submitted by email in English by **5pm CET on 20 May 2025**

**Contact name:** for the attention of Pamela Pokorny

**E-mail for applications:** [pamela.pokorny@eitfood.eu](mailto:pamela.pokorny@eitfood.eu)

Interested vendors are invited to submit a comprehensive proposal that demonstrates their capacity to deliver the objectives outlined in this RFP. Proposals should be no more than **15 pages** (excluding annexes) and must include the following:

#### Required Sections:

- Executive Summary**
  - Brief overview of your proposed solution and how it addresses the scope and objectives of the RFP.
- Technical Proposal**
  - Description of the proposed 3D AR simulation, learning design approach, and technology stack.
  - Plan for development, co-creation, testing, and deployment.
  - Details of scalability, accessibility, and content expansion.
- Project Plan and Timeline**
  - Detailed schedule covering phases from May to October 2025, with milestone delivery points and final delivery by 14 October 2025.
- Budget and Financial Sustainability Strategy**
  - Full budget breakdown by work package or activity line.
  - Explanation of revenue models, co-funding sources, or sustainability beyond EIT Food support.
- Team and Expertise**



- Background and roles of the delivery team.
  - Examples of relevant previous work (case studies, links to demo products, testimonials).
6. **Risk Management and Data Protection**
- Identification of potential project risks and proposed mitigation strategies.
  - Compliance with GDPR and ethical considerations for learner data.

**Submission Format:**

- **Language:** English
- **Format:** PDF

Late or incomplete proposals will not be considered.

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 authorized 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 tenderer's proposal.

## Evaluation of proposals

All submitted applications will undergo an eligibility check and evaluation to determine their feasibility and suitability for funding. The evaluation will be conducted by at least 3 evaluators.

All evaluators have been selected in an open and transparent process and are trained extensively on the [European Union's Code of Conduct for Evaluators](#), namely on the importance of transparency, fair treatment of all applicants, confidentiality and how to avoid conflict of interest.

### 6.1 Eligibility

Please read Annex 1 carefully, in addition to the following eligibility criteria:

Organisation Eligibility	Each implementing service provider must:
<ul style="list-style-type: none"> <li>• Be a legally incorporated entity in one of the EU or Horizon Europe eligible country listed</li> <li>• Comply with requests for documents during due diligence/validation.</li> </ul>	
Application Eligibility	To eligible applications must:
<ul style="list-style-type: none"> <li>• Be complete, with all mandatory supporting documents uploaded.</li> <li>• Be submitted on time via email, in English.</li> </ul>	



To be eligible for consideration, applicants must meet the following criteria:

**Mandatory Requirements:**

- Proven experience in designing and delivering 3D, AR, or immersive educational platforms.
- Demonstrated ability to develop educational tools aligned with pedagogical frameworks such as EntreComp, EIT Food Competency Framework, or similar.
- Track record of working with public or academic institutions on funded educational innovation projects.
- Capacity to deliver web-based, scalable, and device-agnostic solutions.
- Infrastructure to support SaaS licensing models or similar commercialization strategies.
- Experience in developing digital learning solutions for the agrifood, sustainability, or life sciences sectors.

**Preferred Qualifications:**

- Familiarity with EIT Food or other EIT KIC (Knowledge and Innovation Community) frameworks and standards.
- Prior participation in EU-funded projects or cascade funding mechanisms.
- Ability to support multilingual content or localization features for diverse learners.

## 6.2 Evaluation Process

At least 3 evaluators will evaluate proposals based on the criteria below. The award criteria will be examined in accordance with the requested service indicated in Section 3 [Scope of work and Objectives](#) of the document. The results of the award procedure will be communicated in writing (via e-mail) to the successful and unsuccessful tenderers.

Category	Description	Score
<b><i>Technical Quality and Innovation (30%)</i></b>	<ul style="list-style-type: none"><li>• Clarity and feasibility of the proposed technical solution.</li><li>• Level of innovation in user interaction, content delivery, or use of AR/ VR technologies.</li><li>• Flexibility of the platform for integration with EIT Food <del>infrastructure</del> infrastructure.</li><li>• Ability to support future modular expansions and thematic diversification.</li><li>• Use of systems-thinking approaches in simulation design.</li></ul>	0-5

<b><i>Relevance and Impact of the Proposed Learning Experience (25%)</i></b>	<ul style="list-style-type: none"> <li>• Alignment with the EIT Food Competency Framework and EntreComp.</li> <li>• Clarity in learning objectives and intended outcomes.</li> <li>• Accessibility of content to multiple audiences (e.g., farmers, students, professionals).</li> <li>• Integration of sustainability and food systems thinking.</li> <li>• Evidence of learner engagement strategies (e.g., gamification, feedback loops).</li> </ul>	0-5
<b><i>Financial Feasibility and Sustainability (20%)</i></b>	<ul style="list-style-type: none"> <li>• Budget realism and appropriate allocation of resources.</li> <li>• Clear justification for requested funding within the €160,000 ceiling.</li> <li>• Inclusion of a robust sustainability model (e.g., learner fees, licensing, or co-funding).</li> <li>• Evidence of potential market adoption or reuse by other institutions.</li> </ul>	0-5
<b><i>Project Management and Team Expertise (15%)</i></b>	<ul style="list-style-type: none"> <li>• Relevant qualifications and past experience of the proposed team.</li> <li>• Clear project management structure and roles.</li> <li>• Defined timeline with achievable milestones and deliverables.</li> </ul>	0-5
<b><i>Compliance with EIT Food Strategic Goals and Accessibility Standards (10%)</i></b>	<ul style="list-style-type: none"> <li>• Integration of inclusivity, diversity, and accessibility principles.</li> <li>• Consideration of GDPR and ethical data use.</li> <li>• Contribution to EIT Food's missions: healthier lives, a net-zero food system, and a transparent, fair, and resilient food supply chain.</li> <li>• Commitment to positive societal impact (social/environmental).</li> </ul>	0-5

Each evaluation sub-criterion will be scored from 1 to 5 using the following scoring system.

Score		Description
0	Not addressed	Not addressed
1	Poor	The criterion is inadequately addressed, or there are serious inherent weaknesses
2	Fair	Application broadly addresses the criterion but there are significant weaknesses
3	Good	Application addresses the criterion well, but several shortcomings are present

4	Very good	Application addresses the criterion very well, but a small number of shortcomings are present
5	Excellent	Application successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

# Administrative Items

## 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.

## 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.

## 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.

## Appeals/complaints

Applicants can submit an appeal within 5 days of result receipt, if the evaluation of their proposal has not been carried out in accordance with the procedures set out in this document.

For more details, please read [EIT Food Redress Mechanism](#).

## Signature of contract

Please refer to Annex 1 for the template contract that shall apply to this procedure. Any changes desired by the tenderer in the provisions contained in the body of this 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 10 days of receipt of the contract from EIT Food, the winning tenderer shall sign and date the 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.

## 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.

## 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 supplier 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 supplier should immediately inform EIT Food if there is any change in the above circumstances at any stage during the implementation of the tasks.

# Annexes

## Annex 1 Eligibility

Please Note:

1. Failing any of the above criteria will make your application ineligible. If an applicant is ineligible, the participant will be informed.

2. According to EU policies and measures, Russian entities will not be authorised to participate in any new grant under the EU Research and Innovation programmes. This ban applies not only to their potential participation as beneficiaries, but to their potential participation in any kind of role: beneficiaries, linked third parties/affiliated entities, subcontractors, in-kind contributors, international partners/associated partners, and third parties receiving financial support. Find the full statement from the European Commission [here](#).

3. Pursuant to Article 2 (2) of the Decision 2022/2506 of 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary where the Commission implements the Union budget in direct or indirect management pursuant to of Article 62(1) points (a) and (c), of Regulation (EU, Euratom) 2018/1046, ***no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 or any entity maintained by such a public interest trust***. This prohibition applies to financial support to third parties (sub-grants and prizes), hence the proposal of any entity or group of entities where a Participant is included in the list of public interest trusts shall be considered as not eligible.

4. Applicants will be deemed ineligible if:

a. bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business Activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

b. it has been established by a final judgment or a final administrative decision that the organisation is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

c. it has been established by a final judgment or a final administrative decision that the organisation is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the organisation belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence;

d. is found to be attempting to influence the decision-making process of the call during the process;

e. attempting to obtain confidential information that may confer upon it undue advantages in the call process;

f. it has been established by a final judgment that the organisation is guilty of fraud, corruption or money laundering.

## Annex 2: 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 Richard Zaltzman, acting as CEO and Maarten Van der Kamp acting as Director of Education.

(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  
\_\_\_\_\_ -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 \_\_\_\_\_ 2025 - (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** <sup>1</sup> 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 (~~(the~~ Disclosing Party~~)~~) to the other Party (~~(the~~ 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** <sup>1</sup> A group of legal entities in the capacity of Contractor who are jointly and severally liable for the performance of the Assignment.

**Contractor** <sup>1</sup> 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** <sup>1</sup> The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

**CLCs** <sup>1</sup> Co-location centres of EIT Food established in Reading, Warsaw, Madrid, Leuven and Munich.

**RFP (Request for Proposal)** <sup>1</sup> Underlying document with which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

**RFP documents** <sup>1</sup> All documents (including the RFP) that are provided by EIT Food during the procurement procedure.

**Service(s) and/or Products** <sup>1</sup> Requested services and/or products as defined in this Agreement and its Appendixes which will lead to achieving the defined goals.

**GA** <sup>1</sup> (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** <sup>1</sup> 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** <sup>1</sup> 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** <sup>1</sup> All parties except: EIT Food, Contractor and all their affiliated entities.

**Working day** <sup>1</sup> 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: Entrepreneurial Education Services.

Further details on the scope of work of the current Framework Agreement can be found in the RFP documents

**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 ~~1~~ Annex II
- d. SoW Template/ First Statement of Work ~~1~~ 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~~1~~)

**3.2** This Agreement will be effective as of the Effective Date and shall remain in effect until \_\_\_\_\_ (~~the~~ Initial Term~~1~~).

**3.3** This Agreement may be renewed by EIT Food for three (3) consecutive twelve (12) month periods (~~the~~ Renewal Term~~1~~) 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 ~~AND~~ REPORTING

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.

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

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

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.

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.

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.

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

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.

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.

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

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.

The Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed manner 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.

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

The applicable hourly rates for the services are indicated in the Tender (\_\_\_\_\_) such as submitted by Contractor on \_\_\_\_\_.

These rates are fixed and specified by Contractor in Euros and excluding VAT.

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.

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.

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.

#### 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 (~~(including 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 ~~breach~~ 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 ~~for~~ 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 ~~and~~ 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 ~~the 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, Philipssite 5 (box 34), B-3001 Heverlee

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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

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.

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

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By Andrew Zaltzman

By: -----

Title: CEO

Title: -----

Signature

Signature

Date: -----

Date: -----

By: Raphaël Deblesser

Title: COO

Signature:

Date: -----



## Annex II: 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: