

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

concluded by and between

company name: EIT Food CLC North-East sp. z o.o.

registration number: 0000699422 (District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register)

having its registered seat at: Mokotowska 64, 00-534 Warsaw, Poland

VAT number: PL5213800253

REGON: 36861386100000

represented by: Marja-Liisa Meurice, President of the Management Board
(hereinafter referred to as "CLC"),

and

company name:

registration number, name of the register:

having its registered seat at:

VAT number:

represented by:

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

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

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

I. Subject of the Contract

- 1.1. The CLC orders and the Subcontractor undertakes to provide a service consisting in the preparation and execution of "EIT Food Startup Awareness Event" (hereinafter: "Event") in two parts: a training program for entrepreneurial talents and/or early-stage agrifood startups (hereinafter: "Workshop") and a networking event for the members of the local agrifood and innovation ecosystem (hereinafter: "Networking event") in the Subcontractor's home country between September and the end of November (hereinafter: "Services"). The detailed scope of the Services is included in section II below.
- 1.2. The Event shall be conducted in accordance with a Programme accepted by the CLC (hereinafter referred to as the "Programme"), agreed jointly by the Parties in a working mode, on the basis of the Subcontractor's proposed agenda constituting Annex 1 to the Agreement. The Final Programme of the Event should be submitted to the CLC for approval by e-mail by 1 October. Any changes to the agreed Programme after this date must also be accepted by the CLC via e-mail.
- 1.3. The Subcontractor declares that it has the knowledge and experience necessary to properly perform the subject matter of the Agreement and undertakes to perform it with the utmost care assumed for orders of this kind.

II. Scope of the Services

2.1. The Subcontractor undertakes:

- a) To run the Event at offline/online format on the dates approved by the CLC. The Subcontractor should submit the Event's dates for CLC's approval by e-mail by 1 October;
- b) To prepare the Programme that would include: the Workshop for agri-food startups on a chosen topic run by an invited local or foreign speaker (min. 6 hours/360 minutes with max. 1,5 hour for breaks) and a Networking event for the members of the local food and innovation ecosystem (min. 3 hours/180 minutes);
- c) To prepare the Event budget and submit it to the CLC for approval by e-mail by 1 October. Any changes to the agreed budget after this date must also be accepted by the CLC via e-mail;
- d) To prepare and carry out the Event at format and with tools agreed by the Parties;
- e) To prepare and carry out the Event communication and promote in Subcontractor's network of contacts in Subcontractors home country, approved by the CLC;
- f) To scout and ensure the participation of minimum 5 innovative agri-food companies (min. 20 participants without trainers) in the Workshop;
- g) To invite and ensure the participation of minimum 50 participants in a Networking event for the members of the local food and innovation ecosystem;
- h) To provide moderators to guarantee the correct course of the Event;
- i) To provide technical support / facilitators in case of online Event;
- j) To arrange Event recording.

2.2. The CLC undertakes:

- a) To support the Subcontractor in planning the Event;
- b) To actively cooperate with the Subcontractor.

2.3. Subcontractor guarantees the expert execution of the Services in first class quality. Subcontractor shall notify CLC immediately if it cannot complete the Services either in whole or in part according to the requirements, or if sees any problems that can cause delay in completion.

2.4. When performing the Services, Subcontractor shall use its own tools and materials (e.g. zoom account), as well as work forces.

2.5. The Subcontractor shall continuously inform the CLC during the completion of Services especially if any information for completion is necessary for the CLC, including for the evaluation purposes.

2.6. CLC shall issue a Performance certificate (referred to as "Performance Certificate") after completion of Services by the Subcontractor in a proper and timely manner. In case certain tasks are not implemented properly or timely, they will not be included in the Performance Certificate. In such case, the article 3.2 applies.

2.7. Subcontractor ensures that the CLC, the European Institute of Innovation and Technology, the European Commission, the European Public Prosecutor's Office (EPPO) the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can carry out checks, reviews, audits, investigations on the Subcontractor and evaluations related to Subcontractor collaboration and an evaluation of the impact of the Services.

2.8. The Subcontractor ensures that it complies with certain obligations as follows:

- preventing conflict of interest,
- keeping confidentiality and security,
- being in line with ethics, including fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity,

- acknowledge EU support visibility,
- acknowledge specific rules for carrying out action,
- providing information regarding costs eligibility,
- record-keeping of proper tasks implementation.

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

III. Service fee, terms of payment

- 3.1. The gross funding up to 10,000€, in words: ten thousand euro (hereinafter the "Service Fee") shall be paid to Subcontractor to cover the eligible costs of Event organization in accordance with the budget approved by the CLC (see paragraph 2.1.c). Subcontractor has no right to claim for any additional costs, reimbursements or fees on any legal ground except for the Service Fee fixed in this Agreement. The here fixed Service Fee is due in whole only if the Subcontractor fully provides the Services.
- 3.2. Payments are linked to implementation of Services set up in Annex I and eligible expenses. The Service Fee might be reduced by the percentage of an amount corresponding to the level of a difference between the specific agreed performance target and the level of the actual performance. In all cases, the grounds for payment of the Service Fee or its reduction is the Performance Certificate referred to in article 2.6.
- 3.3. Once the CLC accepts the Subcontractor report mentioned in Chapter IV and issues the Performance Certificate, the Subcontractor shall submit an invoice. CLC shall pay the amount of the invoice to Subcontractor via bank transfer to the bank account indicated on the invoice within 30 working days when CLC receives properly issued invoice from the Subcontractor. CLC is entitled to reduce the amount due on the grounds of Article 3.2 and 6.4.
- 3.4. Subcontractor shall indicate the following data on the invoice:

Company name: EIT Food CLC North-East sp. z o.o.
Address: Mokotowska 64,
00-534 Warsaw, Poland
VAT: PL5213800253

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

Company name: XXX
Statutory address (street name and number, zip code, city town, country): XXX
VAT number: XXX
IBAN: XXX
BIC/SWIFT code: XXX
Bank name: XXX
Bank address: XXX
With reference: EIT Food Startup Awareness Event

IV. Reporting

- 4.1. Subcontractor shall submit to the CLC a detailed report no later than one week after the Event. The report shall contain description of the work performed and description of results achieved, based on a report template provided by the CLC and containing all the required data and information. Any deviation from the Annex I shall be justified.
- 4.2. Subcontractor shall co-operate with the CLC to provide all information as it is required to fulfil the reporting obligations towards EIT Food and the EIT.
- 4.3. Subcontractor shall submit the supporting documents regarding Services together with the report.

V. Duration of the Agreement, termination

- 5.1. The Parties agree to conclude this Agreement as from the date of its signature by both Parties. The Agreement ends upon CLC paying the Subcontractor's invoice.
- 5.2. If either party is guilty of a serious breach of its obligations under this Agreement in a manner which cannot be resolved, or where the breach could be resolved but is not resolved within 8 days (after receiving a notice from the other party requesting that the breach should be resolved), the other party will be entitled to terminate this Agreement immediately without payment of any compensation. Either Party is entitled to terminate the Agreement with immediate effect if the other party becoming insolvent, or going under liquidation or bankruptcy procedure.
- 5.3. It is regarded as a serious breach of the Agreement especially if,
 - the CLC
 - shall not pay the Service Fee or its proportional part,
 - the Subcontractor
 - acts contrary to the CLC's interest,
 - does not provide the CLC with necessary information,
 - violates its confidentiality obligations,
 - falls into delay with completing any of its obligation, or provides defaulted services, causing consequences on the CLC or jeopardize the goal under this Agreement, or due to the repeatedly fulfilment, defaulted actions Subcontractor loses the CLC's confidence,
 - there shall be a final decision brought by any court or authority related to the Subcontractor's any professional activity.
- 5.4. The Parties hereby establish that the regulations applicable naturally beyond the period of this Agreement (e.g. confidentiality, warranty regulations, etc.) shall be applied after the termination of the Agreement.

VI. Representations and warranties, penalty

- 6.1. Subcontractor represents and warrants that Subcontractor and its Subcontractors possess all skills, workforce, material and tools and have acquired all possible licenses necessary to perform the Service and operates and acts according to all relevant law regulations. Subcontractor represents and warrants that the Services are in compliance with this Agreement as well as the CLC's requirements.

- 6.2. Subcontractor represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts CLC from any liabilities arising from third party claims. Any responsibility arising from this matter will fall upon Subcontractor.
- 6.3. Subcontractor represents and warrants that the fulfilment of the Services is performed in accordance with relevant national and EU legal provisions on data protection. Any responsibility arising from this matter will fall upon Subcontractor.
- 6.4. In case if Subcontractor breaches the regulations of this Agreement, CLC is entitled for a penalty payment from the Subcontractor. The extent of penalty is as follows:
- Delayed fulfilment: 0,5% of the Service Fee per day for the delayed period and another 10% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.
- Defective fulfilment: 30% of the value of the service(s) in question and another 15% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.
- Non-fulfilment (including the case when CLC terminates this Agreement due to the Subcontractor's default fulfilment): 30% of the Service Fee.
- 6.5. In case if Subcontractor does not properly complete the Services, or the CLC suffer any lost due to the Subcontractor's action or omission, Subcontractor is also obliged to cover CLC's damages.
- 6.6. Subcontractor has no rights or obligations vis-à-vis the EIT Food, the European Commission nor the European Institute of Innovation and Technology.
- 6.7. If Subcontractor breaches any of its obligations under Articles 2.7 and 2.8, the Subcontractor shall not be entitled for Service fee. Subcontractor assumes the risks of the EIT approval procedure, the non-approval or rejection of fees and cannot claim for any damages, any indemnities. If the fees are rejected by any entitled entity, CLC is not obliged to reimburse Subcontractor's fees, costs or damages.

VII. Processing of personal data

- 7.1. In connection with the performance of the Agreement, the CLC entrusts the Subcontractor with the processing of personal data pursuant to Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) (the 'GDPR').
- 7.2. The CLC declares that he is the Controller within the meaning of the GDPR.
- 7.3. The Subcontractor declares that it is a Processing Entity within the meaning of the GDPR and will not use the services of any other Processing Entity.
- 7.4. The Subcontractor shall process the following categories of personal data/collections of personal data:
- a) Personal data,
 - b) Contact details.
- 7.5. Personal data shall be processed by the Subcontractor solely for the purpose of performing the Agreement, which is a documented instruction of the Controller.
- 7.6. Personal data shall be processed until the day on which the 5-year period commencing on the day following the day of performance by the CLC of the obligations specified in paragraph 2.1 of the Agreement, after which the Subcontractor shall erase the personal data held.

- 7.7. The Subcontractor declares that it has the means to process personal data correctly within the scope and purpose of the Agreement.
- 7.8. The Subcontractor also declares that the persons employed in the processing of personal data have been granted authorisations to process personal data and that these persons have been acquainted with the regulations on personal data protection and liability for non-compliance with them, undertook to comply with them and to keep the processed personal data and the ways of their protection in secret for an indefinite period of time.
- 7.9. At the request of the CLC or a data subject, the Subcontractor shall indicate the places where it processes personal data.
- 7.10. Upon request of the CLC, the Subcontractor shall make available all information necessary to demonstrate compliance with the obligations set forth in the Agreement and GDPR, in particular with regard to taking measures required under Article 32. The Subcontractor shall also make all information available to an auditor authorised by the administrator and enable and contribute to audits, including inspections.
- 7.11. The Subcontractor, taking into account the nature of the processing of personal data and the information in its possession, shall, as far as possible, assist the CLC by appropriate technical and organisational means meet the obligation to respond to the data subject's requests, with respect to the exercise of its rights and the obligations set forth in Articles 32-36 of the GDPR.

VIII. Confidentiality

- 8.1. Each Party undertakes to maintain the confidentiality of information clearly identified by the other Party as confidential.
- 8.2. The Parties agree that confidential information may mean any information or material which has or may have commercial or other use in the present activities of the Parties. Confidential information may also mean information, the unauthorised disclosure of which may adversely affect the interests of the Parties, and such information has not been specified by the Party disclosing it as information suitable for dissemination.
- 8.3. Confidential information will not be constituted by:
- information publicly available at the time of disclosure;
 - information already in the possession of the Party prior to its release by the other Party, provided that it has been obtained in a lawful manner and in accordance with the documentation in its possession;
 - information obtained by the Parties from third parties in a lawful manner;
 - information developed by the Parties independently, without the use of confidential information.
- 8.4. The Parties undertake not to disclose to third parties in any way any confidential information obtained from the other Party during the term of the Agreement, as well as within 2 years from its termination.
- 8.5. The Parties may disclose confidential information to third parties only to the extent that it results from a final court decision or a final decision of an administrative body, provided that such disclosure is obligatory and that the Party has been given the opportunity to reasonably control the disclosed information before disclosure and has been given the opportunity to raise objections as to the fact of disclosure.
- 8.6. The Parties may use confidential information only for the purpose of proper implementation of cooperation undertaken on the basis of the Agreement.

8.7. In the case of a breach of this section CLC may claim the 30% of the Service Fee as penalty and the eventual damages caused by Subcontractor from Subcontractor. This section shall perpetually survive the termination or the expiration of this Agreement and bind the Parties after.

IX. Force Majeure

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

X. Communication and branding

10.1. The Parties designate the following contact persons for communication with respect to this Agreement:

For CLC

Name: Milda Krauzlis
Phone: +48 736 093 094
E-mail: milda.krauzlis@eitfood.eu

For Subcontractor:

Name: XXX
Phone: XXX
E-mail: XXX

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

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

EIT Food CLC North-East sp. z o.o.
ul. Mokotowska 64
00-534 Warsaw, Poland

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

- (a) display the EIT Food logo as adopted by EIT Food;
- (b) follow the relevant EIT Food and EIT RIS (Regional Innovation Scheme) Visual identity, guidelines and templates.

XI. Miscellaneous provisions

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

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

Dated:

Signed on behalf of CLC:

Name: Marja-Liisa Meurice
Position: President of the Management Board

Signature:

Signed on behalf of Subcontractor:

Name: XXX
Position: XXX

Signature (and stamp, if applicable):

Annex I

Preliminary agenda proposed by the Subcontractor in the application for the “Call for expressions of interest to organize the EIT Food Startup Awareness Event”