



# Request for Proposals for the provision of Communication Services: EIT Food Business Creation 2020/ Tender Specifications

## **EIT Food – Improving Food Together**

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

July 2020



<http://www.eitfood.eu>

EIT Food is supported by the EIT  
a body of the European Union

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## 1. INVITATION TO PROVIDE A PROPOSAL

This document and its appendices constitute a Request for Proposal (RFP) issued by EIT Food IVZW for a potential procurement of services (via framework agreement) in a number of areas: Communications Strategy, Media Relations, Brand Management and Digital Marketing.

The work in this RFP specifically supports the **Business Creation** arm of EIT Food, which covers our entrepreneurship activities.

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

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

Simultaneously, we have released another RFP for our flagship event in November, the Venture Summit. We have separated the two because we would like to appoint the Venture Summit work in a shorter timescale, but agencies are very welcome to apply for both. The RFP for the Venture Summit is in Appendix 2.

## 2. OVERVIEW: EIT FOOD BUSINESS CREATION

EIT Food is Europe's leading agrifood innovation initiative. We work with a unique network of diverse partners - including key industry players, startups and scaleups, research centres and universities from across Europe - to deliver an innovative, diverse and entrepreneurial food system. (For more on EIT Food, and EIT, see Appendix 1).

EIT Food's Business Creation arm is on a mission to build an inclusive and innovative community of entrepreneurs and intrapreneurs who can contribute to our strategic objectives: to make the food system more sustainable, healthy and trusted.

We run a range of programmes tailored to aspiring entrepreneurs, startups and scaleups at various points in their journey - divided into three segments (Launch, Accelerate and Scale) - supporting them in a number of ways including funding, mentoring from the best in the field and access to a thriving European network of innovators.

We also partner with corporates who contribute to our programmes in various ways: offering mentoring, access to facilities and piloting projects with startups for instance.

We are very keen to make sure that our programmes are as inclusive as possible. We believe that a diverse food system is a more sustainable, fair and healthy one, and that the best ideas come about when people from different backgrounds come together. Any communications that we do should have this principal in mind, and we particularly want to recruit programme participants from underrepresented groups such as female founders and those from BAME backgrounds.

### 2.1 EIT Food Business Creation – project background

We are at a stage where EIT Food's Business Creation arm and its work is relatively unknown by the majority of its identified target groups. We want to build EIT Food Business Creation's visibility and credibility as the leading EU Food Entrepreneurship support vehicle.

We are active in a large number of countries, and as a department have a matrix structure between regional / local leads and programme leads, often with one person playing dual roles. With a small core team and many different groups to engage, resources can feel stretched thin.

Up until now, there has been no dedicated communications person for Business Creation, with the team contracting work out to various parties in an ad hoc manner with little coordination with the central communications team, who have also been stretched thin. Now, with the appointment of a Business Creation Communications Manager, we would like to bring together many of the different strands of work into one place so we can manage them efficiently and coherently.

An important part of this work, once the agency is appointed, will be agreeing a clear process for what to service where, and when, and working to bring the Business Creation team (a core group of 9, plus many more supporting people from a regional perspective) with us – helping them to feel supported with everything from core branded materials for their programmes to supporting them on local digital marketing strategies.

At the moment, we don't have a strong sense of a corporate 'network' but we would like to build this over time. There is also a lot of work to be done to demonstrate the value of our corporate

partnerships with startups. We need to build up our bank of case studies that show each party getting benefits from a sustained relationship beyond our programmes, and to find ways of showing these to startups so they apply to join us and to corporates so that they agree to partner with us.

We also want to make the most of flagship moments such as our Venture Summit in November (now online, and separated out into another RFP) and the announcement of our COVID-19 funds for entrepreneurs (which will have already happened when the agency is appointed, but which will continue to generate interesting news from the startups awarded).

That's not forgetting the bigger picture of the overall Business Creation story and how that fits into EIT Food's wider mission, something which will be somewhat led on by EIT Food's communications agency (which is currently being appointed through a separate RFP, managed by EIT Food's central communications team).

## 2.2 Coordinating with EIT Food's central communications

We believe that some of EIT Food's most positive and inspiring stories sit in our Business Creation arm, where new ideas are hatched and nurtured for a different, better, future food system.

As part of its recent live RFP, EIT Food central communications team is already undertaking a brand refresh for the EIT Food brand including embedded brand purpose, values, promises, positioning, and identity. This will include a sub-brand for Business Creation, which we would like the appointed agency to feed into potentially and certainly to roll-out. There is already a digital strategy which has been created and which needs to be supported by Business Creation.

EIT Food central communications will also be creating key communications building-blocks such as brand messaging, media strategy & messaging, a refreshed website, communication playbooks & toolkits, press relations, influencer outreach, data-driven monitoring & optimisation, paid media management, long-form opinion pieces, whitepapers, thought-leadership and other more targeted content for professional audiences etc.

Once we appoint the chosen agency, we need to collectively create a clear line of division between both parties' work. Our suggestion is that the agency Business Creation appoints feeds into the overall 'bigger picture' storytelling piece whilst focusing on our target audiences specifically, supporting the Business Creation programmes and key regions that we reach.

## 2.3 Objectives of this assignment

*We are open to your suggestions as to what you feel is the highest priority in terms of activities, channels etc for meeting our objectives. However, we would expect there to be a greater amount spent on digital engagement than media relations*

- Inspire more high-quality applications to our programmes
  - Plan and produce key content for us that can be implemented up until June next year – focusing on recruiting new cohorts for the programmes
    - Seedbed: Target of 250 applications, 200 of which are scored at least a 3/5
    - FAN: 600 applications
    - RFS: 150 high-quality applications
  
- For the first time, help us to create a strong sense of a corporate network and success stories between corporate partners and startups – so that:
  - big business is encouraged to continue to partner with us



- our current partners are encouraged to offer up in-kind benefits such as mentors, access to their resources / infrastructure and more active partnerships
- *NB: We will be changing our corporate partnership model in 2020/2021. Details TBC towards end of 2020, but the appointed agency would support this*
- Develop the building-blocks and structures needed to support different EIT Food Business Creation areas and local regions to communicate in the right way within a decentralised marketing ecosystem
  - Bespoke marketing materials for programmes
  - Targeted, localised communications strategies (how these are delivered will differ per programme)
- Create a strong community of EIT Food entrepreneurs past, present and future (with a specific strand focused on diverse leaders)
  - Co-design a specific strand of work with us that targets diverse entrepreneurs and provides ongoing inspiration, resources and peer to peer support
  - *NB. We have several ways in which online community building might be possible; for instance an online platform called FoodHive where we connect entrepreneurs with others in our network. We also use F6S, and there are also a number of other initiatives being experimented with internally, alongside our usual social media channels etc.*

## 3. EIT FOOD BUSINESS CREATION PROGRAMMES

At EIT Food Business Creation, we work with a wide range of entrepreneurs, startups and scaleups to speed up the innovations that we know we need for a healthier, more trusted and sustainable food system. This includes:

- Three specialised flagship programmes designed to support the Launch, Accelerate and Scale stages of the entrepreneur journey
- Two supporting activities which have the potential to be undertaken in addition to, or in preparation for, our flagship programmes\*

### FLAGSHIP PROGRAMMES

#### **LAUNCH: Understand your market**

*For aspiring entrepreneurs and intrapreneurs*

- [Seedbed](#) is a 6-month pre-accelerator programme to transform innovative ideas into market-validated business propositions
  - Participating teams can access expert training and mentoring to identify their core business assumptions and develop a roadmap to validate these with stakeholders
  - Financial support to get out of the building and speak to at least 100 stakeholders, customers and users to test the market and refine product ideas
  - Follow-on support to spin-out/startup a new company or fund feasibility tests with identified partners via EIT Food's Business Services and Financial Services Scheme

#### **ACCELERATE: Build your business**

*For registered startups, (pre)seed with traction indicator*

- Our EIT [Food Accelerator](#) is a 4-month programme delivered at six unique innovation hubs in Europe
  - Build skills, benefit from mentoring and gain exposure to your market, potential customers, investors and media
  - Become part of a rich network of businesses and research institutions, and make crucial relationships that will help you fast-track your progress
  - Access to facilities such as labs, pilot sites, agricultural land
  - Potential for follow-on funding for some start-ups as part of our supporting Traction scheme

#### **SCALE: Grow internationally**

*For early scaleups, past ideation phase with paying customers*

- Our thriving agritech network [RisingFoodStars Association](#) gives outstanding early scaleups access to knowledge and partners that will propel them further, faster
  - Easy access & personalised introductions to world-leading corporates, academia and research organisations
  - Opportunities to partner in EIT Food innovation projects with a trusted network of leading global companies
  - Increased visibility through accessing high-impact international agrifood and startup events
  - Tailored support to scale up, raise investment and tackle typical startup growing pains

## SUPPORTING ACTIVITIES

*Access to these supporting activities will be assessed on a case-by-case basis, depending on funding and accessibility restrictions.*

- [Test Farms](#)\*: We link agricultural startups with farmers to help them validate and test their products and services and showcase their business to customers and investors\*
  - Matchmaking startups with farmers with the required conditions for a successful pilot project (Spain, Portugal and Bulgaria)
  - Demo Day in 2021 for potential customers to buy the solution
- *(Provisional activity – yet to be confirmed)* [Traction pilot](#): Startups across segments (Launch, Accelerate and Scale) require pilots to prove their technology & validate key assumptions of the business. This is critical to attract investment and win over customers. We support these startups by finding, facilitating and funding pilot projects

\*Only available to entrepreneurs / startups / scaleups who apply through the Regional Innovation Scheme, which is limited to applicants associated with a smaller number of countries. See more [here](#).



## 4. GENERAL INSTRUCTIONS

- In this RFP, the tenderer means the company submitting the completed tender document
- The tenderer must bid for all parts of this RFP and may do so as part of a consortium. We would prefer if you could demonstrate that you have successfully worked together with the other agencies you pitch alongside if this is the case
- In case of a consortium of agencies tenderer needs to indicate who the main contractor is for the full work. EIT Food will sign the contract with the main contractor and the main contractor will be responsible for the timely delivery of the full scope of work by the different parties, as agreed upon
- It is important to consider that all these services need to be delivered in parallel from September 2020 - end December 2020, so the tenderer should consider their realistic delivery capacity
- The outcome of this RFP will be to conclude a single supplier framework agreement for the remainder of 2020, which may be extended automatically for 12 months, unless one of the parties receives a formal notification to the contrary at least two months before the end of the ongoing contractual period. The maximum total contract duration is 4 years. Extension will not change or postpone any existing obligations. This includes no commitment on services requested and budget engaged
- It is worth noting that an RFP is currently live for work with EIT Food's central communications team (more details below). This Business Creation work should be informed by, and dovetail neatly, with this work, so close working relationships between the appointed agencies will be expected
- The tenderer will be selected based on the Evaluation Methodology and Criteria indicated in 5.8.
- Disclaimer: This RFP is not to be construed in any way as an offer to contract with your organisation.

## 5. CONSIDERATIONS

### 5.1 Delivery capacity

A lot of this work will be happening in parallel throughout 2020, so it is important to consider delivery capacity.

### 5.2 Key campaign elements

We welcome a range of responses to this brief, but have included below some guiding elements that we would like to definitely cover in terms of content areas:

- There is a positive story to tell about Business Creation's achievements thus far in terms of supporting startups. We have many great case studies and stories, but they are hidden or don't yet exist. We need these drawn out and used cleverly. Here are our 2019 achievements:
  - +2000 startups involved in our Business Creation pipeline
  - €756k direct financial support given to startups in prizes / subgrants / investments
  - €91million total investment attracted by supported startups
- Resilience in the food system – both in the light of needing more entrepreneurship / innovation, but also diversity being a key element of a better food future
  - COVID-19 is relevant here, along with support vehicles that EIT Food launched to support entrepreneurs during the pandemic
- We have a specific interest in talking about diversity more, and encouraging this through our programmes. We are shortly relaunching our Start-up Guide which, as well as being full of useful content which can be reused and repackaged, is going to contain a lot more information specifically for female entrepreneurs and those from under-represented groups. We would like to promote this content specifically
- We think there is creative potential in our six focus areas (these are the areas we encourage entrepreneurs to work on) - plus the opportunity to appeal to different audiences (from farmers to tech influencers to corporates)
  - Alternative proteins
  - Sustainable Agriculture (*NB. We already have a campaign on regenerative agriculture which is launching in the Autumn and managed by another team – details TBC but it would need to sit alongside / inside this brief*)
  - Targeted Nutrition
  - Sustainable aquaculture
  - Digital transformation of traceability
  - Circular food systems

### 5.3 Business Creation timeline: Q3 & Q4 2020

- Business Creation as a whole
  - August: announcement of COVID-19 funds startup winners
  - November: Venture Summit (usually a conference for around 300 people, we are going online this year and hoping to reach a much wider audience)
- Seedbed
  - May – Nov: Market validation journey across all 5 hubs
  - Nov-Dec: Options roundabout (potentially online this year; last year this was aligned with Venture Summit in Lisbon)
  - Sept 2020 – Jan 2021: recruitment for 2021 programme
- FAN
  - July to October: Running the programme
  - Nov (usually at Venture Summit): Final award giving ceremony
  - Nov – Dec: Start of Scouting for 2021 and programme promotion around specific innovation challenges
- Test Farms
  - Partnerships between farmers and startups being finalised now
  - Sep 2020: Match-making days & tests start (this may be tricky with COVID-19)
- RisingFoodStars Association:
  - July: New cohort announced

## 5.4 Target Groups

### Brand and Digital Marketing target groups

EIT Food is looking to nurture and leverage changemakers' belief in the Business Creation brand, transforming them into EIT Food ambassadors so they help us increase trust and interest in our programmes.

We want to focus on people who have the credibility, relevance and influence/potential influence to talk about our key focus areas and drive change - as well as get our voice across to a wider audience.

This assignment focuses on the following target groups as priority. NB. *Each programme will have their own priorities, and these may change throughout the year*

- Entrepreneurs who lead Startups and Scaleups
- Aspiring Entrepreneurs - student scientists, professors and professionals (*This is primary audience for Seedbed: Masters, PhD and postdocs working on cutting edge tech and science projects that have commercial potential. Channels to reach these would be Technology Transfer Offices, Knowledge Transfer Centres, business schools, and food technology / sustainability – related courses*)
- Investors – individuals or institutions
- Senior exec who work with food/sustainability – from corporate sector and beyond – especially those in the following positions (from current and prospective partners)
  - R&D
  - Open Innovation
  - Product development
  - Business development
  - Corporate venturing
  - Venture finance

### Secondary audiences

- Business owners
- Policymakers
  - EU institutions and other international organisations
  - National, regional and local governments and agencies
  - R&I Partnerships, Foundations, NGOs
  - Producer (farmers, manufacturers, retailers) and consumer organisations (EU/national)
- Sustainability professionals
- Farmers
- Startup incubators, accelerators and venture builders

### PR & Media Target Groups

- Digital and print
- EU press, national press and local press
- Food tech / sustainability / health sector press
- Brussels media
- B2B media

Some work has already been done on building a media list which we can share with you.

## 5.5 Focus countries

All of Europe, but Seedbed has a focus to improve reach in Scandinavia, France and Ireland.

FYI, we have regional offices in these countries:



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- Belgium
- Poland
- Spain
- Germany
- UK

Languages: English, French, Dutch, Polish, Spanish, German.

## 6. SCOPE OF WORK

### 6.1 Timeframe

Delivery of below indicated activities: before end of December 2020. There is potential to expand on this scope of work beyond end of December 2020, depending on the success of the project and the future funding and timing of receipt of funding from EIT. Please refer to section 4 in this respect.

### 6.2 Activities included in the scope of the work

*The below activities are not exhaustive and we would welcome your views on what should be priority, as well as suggestions for activities that are not listed to meet our objectives.*

#### Brand Management

- Help to embed brand purpose, values, promises, positioning, and identity into Business Creation programmes, taken from work done centrally, alongside brand activation plan created by central agency. This will include everything from tone of voice to designing suitable content templates for digital newsletters and other programme collateral.
- Help to refine EIT Food Business Creation's stance and messaging for each of its programmes as needed (Seedbed, Challenge Labs, RisingFoodStars, Food Accelerator Network, Test Farms, Regional Innovation Scheme), along with a core set of marketing materials and communications templates (for instance, core slidedeck for Business Creation marketing and stakeholder engagement)
  - Work with EIT Food's appointed agency to lay the ground-work for 1 or 2 big brand guerrilla campaigns to be run in Q4 of 2020 and ready to launch in Q1 of 2021: high impact, high exposure in relevant areas and regions; support on a local and regional basis as needed

#### Digital Marketing (content & social)

- **Branded content production:** Set-up, ideation and creation of a Q4 campaign for EIT Food Business Creation and for each of its programmes as needed, to cover the remainder of 2020.
- **Newsletter strategy:** Development of a simple newsletter strategy for Business Creation and its programmes, taking into account the differing needs of each (some may need more hands-on support to produce content than others)
- **Social media weekly content creation & scheduling, incl:** Working with appointed EIT Food agency to feed them stories and content from across the programmes
- **Influencer strategy:** We need an influencer strategy which harnesses our team, wider EIT Food and other voices in our ecosystem to get behind our content and key moments
- **Social listening:** feed into the set-up of this with EIT Food's appointed agency and join our editorial meetings to feed into their content calendar
- **Paid media management:** Running digital marketing campaigns across most relevant channels (e.g. Fb, LinkedIn, Google, YouTube, Spotify, Apple...) according to our main programme news. Development of

clear media strategy for each campaign, Setting up advertising, Budget management, Weekly updates, Monthly paid reporting, Tracking management & setting up of necessary UTMs/Pixels, Paid administration, Bid management, Paid media consultancy, Developing content campaigns and ideas / new format innovation updates, Targeting research, Advert bidding and performance management

- **Copywriting / multi-asset content for website:** work with main EIT Food agency to feed into blogs, articles, press releases, infographics, on-page widget creation, reactive support or campaign support; batch-creation of evergreen multi-asset content to support branded campaigns through 2020 and beyond.
- **Video/animation:** help to coordinate with EIT Food's agency on video production for Business Creation as a whole, advising on how much budget should come from this one to support Business Creation's objectives to build its community (we already have a lot of video content and we'd prefer to repurpose this cheaply if needed and keep the spend to getting it to the right people).
- **Website management:** feed into other agencies' work on content, SEO and backlinking as appropriate

### Online events and marketing

- **Webinar strategy:** Work with us to develop a monthly webinar series, bringing together the best of food tech / entrepreneurship to grow our audience, educate our community and inspire more positive change in the sector. At least 2 of these should be particularly focused on subjects which will be attractive to diverse audiences, and at least 1 should specifically be on why diversity is crucial for a successful business
- **Venture Summit:** Our flagship event, some information about this – and the separate brief which has been released for this work - is included in Appendix 2

### Media relations

*We feel that digital is a much bigger priority, and far better for reaching our audience on a more intimate level, but we do understand the benefits of having a few key standout pieces in target media.*

- Feed into overall media relations strategy for EIT Food with specific Business Creation content and stories (in partnership with appointed agency or agencies) to help tell a cohesive story about entrepreneurship and our programmes. *Note: as well as the main EIT Food communications agency, there are other individuals that are responsible for commissioning comms work that we will need to align with – for instance, 2 are employed by the Regional Innovation Scheme for specific regions, and they work with local media agencies*
- Coordinate with the different EIT Food Business Creation programmes and local teams to extract and curate the right stories/facts/data for digital content and media pitches
- Develop the EIT Food Business Creation media kit, elevator pitches, programme backgrounders as needed
- Drafting of press releases, statements, talking points, translations for our regions where appropriate
- Ensure relevant journalists attend EIT Food Business Creation's key activities & events

## 7. PROPOSAL PROCESS

### 7.1 Participation

Participation in this RFP is open to all service providers and consortiums with specific expertise in the requested areas.

### 7.2 Submission of proposal

	Date
Publishing RFP	17 <sup>th</sup> July 2020
Deadline for requesting clarification	5 <sup>TH</sup> August 2020
Deadline for submitting proposals	12pm CET, 20 <sup>th</sup> August 2020
Pitches for 3-5 bidders with highest scores against criteria	Wc 24 <sup>th</sup> and 31st August 2020
Intended date of notification of award	Wc 7 <sup>th</sup> September 2020
Intended date of contract signature	10th September 2020

After the above-mentioned deadline of submission, EIT Food will not accept any proposals coming in. We will ask the shortlisted agencies to deliver an online pitch to EIT Food.

EIT Food retains the right at any moment of the process to stop the RFP process or to change the scope of the RFP if required. This RFP is not to be construed in any way as an offer to contract with your organisation.

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

### 7.3 Validity of the proposals

Tenderers are bound by their proposals for 120 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.

### 7.4 Requests for additional information or clarification



In case the tenderers require additional information or clarifications, these should be addressed to the person indicated below.

For reasons of transparency and to be fair to all, communication between EIT Food and tenderers in relation to this RFP is only possible in writing, all requests will be done and answered by e-mail only.

Requesting clarifications on the RFP process should be addressed to the email: [procurement@eitfood.eu](mailto:procurement@eitfood.eu)

Clarification emails should include a subject header in the following format: *“EIT Food RFP Communication Services for Business Creation, Request for Clarification, Company Name”*.

EIT Food has no obligation to provide clarification.

## 7.5 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.

## 7.6 Clarification related to the submitted proposals

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

## 7.7 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.

## 7.8 Evaluation of proposals

The quality of each proposal will be evaluated in accordance with the below-mentioned award criteria.

Award criteria:

1. Relevant experience and competences of the tenderers.
2. Availability in the critical period (September to December 2020)
3. Quality of proposal: presentation, articulation, ideas
4. Clear demonstration of strategic thinking and prioritisation of activities to meet our objectives
5. Quality of any additional suggestions to our activity
6. Sensitivity to our diversity objectives
7. Experience in working with multi-national entities and / or organisations that are recipients of public funding with societal and sustainable goals
8. Experience working with global organisations with purpose-led missions to drive change and societal impact (public good)



9. Experience in providing support to global matrix organisations
10. Methodology and suitability to the mission based on the proposal
11. Price or total cost: EIT Food will review the proposals based on both price and quality with an overarching objective to achieve best value for money

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

## 7.9 Signature of contract

The outcome of this RFP will be to conclude a framework agreement following the EIT Food contract template.

Within 5 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.

## 7.10 Reward and terms of payment

The services will be rewarded according to the agreed price stated in the offer.

Payment is upon completion of services within 30 days upon receiving invoice and acceptance of services by EIT Food. The schedule of payments will be established in line with the agreed timeframe and expected deliverables.

## 7.11 Cancellation of the proposal procedure

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

## 8. FORMAT OF PROPOSAL

Detailed offers should not exceed 20 pages. You may submit the proposal in any format you wish, but it must include:

- A detailed budget and time breakdown (even if only provisional)
- Timeline (with detail on what you will need from EIT Food and when)
- Details of the KPIs you would achieve for the budget.
- Other information you may find relevant, including:
  - case studies which demonstrate you understand EIT Food content and have achieved similar objectives
  - Team formation

**Manner of Submission:** Electronic Submission of Proposal to: [procurement@eitfood.eu](mailto:procurement@eitfood.eu)

Please use 'RFP: Business Creation Comms' in the subject line of your submission and the name of your company. Proposals should be submitted to the designated email address by the date and time of the deadline provided

- **Language of proposal:** English
- **Proposal Currency:** Euro

Any incomplete proposal will be automatically deemed ineligible.

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 tenderers' proposal.

## 9. APPENDIX 1: EIT AND EIT Food

### 9.1 OVERVIEW: EIT

EIT is an EU body created by the European Union in 2008 to strengthen Europe's ability to innovate. The EIT is an integral part of Horizon 2020, the EU's Framework Programme for Research and Innovation.

The Institute is a unique EU initiative that drives innovation across Europe by integrating business, education and research to find solutions to pressing global challenges.

EIT supports the development of dynamic, long-term European partnerships among leading companies, research labs and higher education. These partnerships are called Innovation Communities and each is dedicated to finding solutions to a specific global challenge, from climate change and sustainable energy to healthy living and food. Bringing together more than 1,500 partners, the EIT is Europe's largest innovation network; it connects the dots. EIT powers innovators and entrepreneurs across Europe to turn their best ideas into products, services, jobs and growth.

Currently there are 8 such Innovation Communities. Each Innovation Community is an independent non-for-profit organisation. EIT Food is the Innovation Community for Food.

### 9.2 EIT Food

EIT Food, initiated and funded by the European Institute of Innovation and Technology (EIT), is Europe's leading food innovation initiative. At EIT Food we are working to make the food system more sustainable, healthy and trusted.

Our current food system is facing many challenges. Just to mention a few:

- There are currently 800 million people undernourished globally (FAO 2019) and over 2 billion people overweight (WHO, 2018), with half of humankind expected to be overweight by 2030 (McKinsey, 2014)
- Food production accounts for 30% of global greenhouse gas emissions (UN, 2012)
- We need to feed 10 billion people by 2050 (FAO, 2019)
- Around one third of all food is wasted globally (FAO, 2019)
- 70% of global freshwater withdrawals come from the food industry (FAO, 2016)
- The expected 76% rise in the global appetite for meat and animal products could increase greenhouse gases by 80% by 2050 (UN 2012)

As EIT Food, we believe that we are all responsible for, and connected to, the food that we eat, so we all need to work together to improve it. Our role is to bring all players together and guide and accelerate the innovation process that will transform the food system.

#### **EIT Food ecosystem**

EIT Food is - above all else - a network, and our excellence comes from our Partners. The initiative is made up of a consortium of key industry players (multinationals, nationals and SMEs), agrifood startups, research centres and universities from across Europe. EIT Food unites 80 core & network partners and over 50 enterprising startups from 18 EU member states (academic and research institutions as well as businesses and non-profit organisations.)

As well as our headquarters in Leuven, Belgium, we have five regional offices: Reading (UK), Freising (Germany), Madrid (Spain), Warsaw (Poland), and Leuven (Belgium). We also work with 11 hubs, which are local organisations that are a gateway for us in those countries.

Discover EIT Food and our network on our websites: [www.eitfood.eu](http://www.eitfood.eu) and [www.foodunfolded.com](http://www.foodunfolded.com)

### **EIT Food objectives**

EIT Food has set itself **6 strategic objectives** (SO).

1. Overcome low consumer trust - supporting European citizens in the transition towards a smart food system that is inclusive and reassuring
2. Create consumer-valued food for healthier nutrition - enabling individuals to make informed and affordable personal nutrition choices
3. Build a consumer-centric connected food system - developing a digital food supply network with consumers and industry as equal partners
4. Enhance sustainability through resource stewardship - developing solutions to transform the traditional 'produce-use-dispose' model into a circular bio-economy
5. Educate to engage, innovate and advance - providing 'food system' skills for students, entrepreneurs and professionals through advanced training programmes
6. Catalyse food entrepreneurship and innovation - fostering innovation at all stages of business creation

We will achieve them by:

- Creating and scaling-up- agrifood startups to deliver new food innovations and businesses
- Developing talents and leaders to transform the food system
- Launching new innovative products, ingredients and solutions to deliver healthier and more sustainable food
- Engaging the public so they can become the agents of change in the food system *(NB. This is **not** a focus for the Business Creation team – all of our communications work needs to focus on our target audiences)*

## 10. APPENDIX 2: VENTURE SUMMIT DRAFT RFP

*This is going out separately although agencies are welcome to pitch for both pieces of work*

### Venture Summit – background

The EIT Food Venture Summit is EIT Food's annual Business Creation networking event, gathering the main stakeholders and actors from across the European agrifood innovation community for networking, inspiration, matchmaking and celebrating EIT Food Business Creation activities.

EIT Food has already hosted two previous editions of the Venture Summit – [in Paris in 2018](#) and the [2019](#) edition in Lisbon. Last year's event was attended by 300 participants.

So far, the event has been invitation-only, targeting investors, corporates and EIT Food partners who can meet our cohort of agrifood startups & scaleups, many of which have been finalists in Business Creation programmes.

### EIT Food Venture Summit 2020

We now want to hold the Venture Summit online, whilst keeping its inspiring and interactive spirit, and use digital tools to matchmake startups and investors so that we can strengthen connections between the two before and afterwards.

We think that this format is a great way of reaching a wider audience, some of whom will not know EIT Food very well.

We'd like to pull in impressive speakers from each of EIT Food's focus areas that we can use to draw in a wide audience and increase our reputation amongst the wider agritech community. We would be open to your suggestions as to who these people are. We'd also like to potentially use a professional event host, to introduce speakers for each session and look after transitions / wrap-ups etc. Ideally this person would have great content expertise and be a great presenter.

Finally, we will have networking opportunities for the Venture Summit besides the matchmaking that we do.

## Pre- and Post- Content strategy

There is potentially some great lead-up material we could create ahead of the Venture Summit to attract our audiences, potentially with our six focus areas as key hooks (given this is what our agenda is based on). We would like you to think creatively about this in your pitch, including how we build the Venture Summit into the wider Business Creation story and make it work the hardest it can for us in terms of outcomes.

We can use some of the video content and images that were captured in 2019 and 2018 to tell the story of the summit so far, alongside testimonials from past attendees.

This event is a great opportunity to produce evergreen video content from our team, the experts that we pull in, and the startups (a compilation video of best pitches etc), so we would like to have it designed with this in mind. We would also like to offer non-attendees the chance to catch up afterwards if they wish, so recording the sessions is a must.

## Objectives of Venture Summit 2020

- Main thing is to showcase the BC supported startups & RFS to ALL attendees, whether it are corporates/investors or EU officials or other SU
- Grow BC and EIT Food brand awareness with investors, corporates and potential startups
  - Launch flagship video showcasing BC (if it is possible to film it in current context)
  - Increase sense of excitement and online 'chatter' around EIT Food BC activities and startups
  - Grow sign-ups to our newsletter (s)
  - Grow the number of relevant accounts following EIT Food social media
  - Collect evergreen video content for future communications
- Connect BC startups with investors to facilitate relationships and investments
- Show our thriving startup network to our current (and potential) corporate partners – potentially tacking on a session for potential partners, to show them what they gain from working with BC
- Strengthen our relationships with investors
  - Show added value BC brings within programmes – derisking future portfolios
- Potentially bring in revenue to EIT Food through charging for attendance - TBC

## Key facts

- Preferred dates for hosting the event would be November 17-18 or 18-19 – no full days are foreseen



- We think that a filming studio will potentially be needed to film our speakers in one place; this should be in a central location which is easy to get to from a range of European countries (the agency should procure this venue)
- The look and feel of the event and all communications around it (digital ads, social media posts, website etc) should follow EIT Food brand guidelines, but have its own distinctive sub-brand that speaks to innovation, food tech and investor communities. Please use what you can of last year's content to make this year feel exciting and like a 'real' event, that just happens to be online

## Audiences

- Current and potential startups
- Current and potential investors
- Current and potential corporate partners
- Agritech and startup media journalists
- Wider agritech and foodtech community – public institutions, policy makers, farmers etc

## Digital Tools

We are open as to which platform the Venture Summit is hosted on, and we would like to make sure we are tracking outcomes from the event in terms of relationships made, strengthened, investments, satisfaction and enjoyment of event etc.

The contractor will also be responsible for contracting a digital tool that can facilitate conversations between Venture Summit attendees. EIT Food typically uses Conversation Starter and prefers this as a 1<sup>st</sup> option, but we are open to options that are integrated with the platform that you recommend if you feel this is better.

We are keen to make the most of social media during this event, with a specific hashtag and a social media strategy that makes the most of our huge network of startups, corporates and investors.

Ideally we want to use this activity to send people to the video we create, and to sign up to our newsletter.

We would also be open to any other kinds of digital experiences that we can run alongside / before or after the venture summit which will help us meet our objectives.



We would like networking to be available before and after the event.

## Agenda

Below is a draft agenda.

Given that this event is online, we will be massively reducing the time that the Venture Summit will take. From 2 days in total, we are likely to instead use the following format:

### Day 1

- PLENARY
  - Welcome by EIT Food
  - Short introduction of EIT Food Business Creation (potentially with a video) highlighting some success stories
  - Short inspiring 'setting the scene' by a good speaker
  
- 5 consecutive sessions, based on focus areas
  - Setting the scene by a moderator for each of them
  - Pitching of BC startups - probably limited interaction from the public (format tbd)

### Day 2

- PLENARY
  - Welcome again and process of the day (short)
- 5 BREAKOUT ROOMS, based on focus areas
  - Setting the scene by a moderator
  - Pitching of BC SU but a different format more interaction (format tbd)

PLENARY - closure

Interaction & online meeting opportunities should be available throughout the program but not disturb.

## Required agency support

The tasks of the agency will include:

1. *Essential conference support*
  - *Advice on conference format and concept to improve the event experience*
  - *Advice on potential keynote speaker/s*
  - *Support to follow-up speaker invitations (sent by EIT Food) and confirm speakers*
  - *Project-management of the event*
  - *Building a list of invitees, pulling together EIT Food's partners and contacts with additional targeted contacts to expand the list*
  - *Build an event website which we can reuse for the next 2 years (we want this to feel independent from the main EIT Food website, although it could potentially be built as a sub domain if appropriate). (TBC on whether we want to charge money for attendance but we would like this capability)*
  - *Selecting and managing a virtual conference platform, with possibility of having web-streamed sessions/webinars and more interactive sessions with the participation of registered attendees (all costs associated with the platform, the video recording and streaming of sessions should be included in the proposal), as well as networking before and after*
  - *Drafting invitations and setting up an online registration system. We are looking into possible solutions which can help us store and manage contacts in our CRM system. But we are interested in hearing what you can propose us. Therefore, in your proposal, you should assume we would rely entirely on your system and resources.*
  - *Registering and confirming participants, respond to potential email inquiries from attendees*
  - *Suggestions for locations for filming speakers (please include costs for this and for speaker travel to studios etc)*
  - *Providing recommendations for suitable MC and conference moderators (if you have specific ideas, please include costs of MC and moderators in your proposal)*
  - *Briefing moderators and speakers on the conference format and relevant technical aspects, assisting them in connecting with the virtual platform*
  - *Collecting and editing slides from speakers (if any)*
  - *Writing of a short conference report*
  - *Design and production of event branding (in line with EIT Food branding guidelines)*
  
2. *Video production*
  - *Producing video content from the event that can be repurposed for EIT Food Business Creation communications to showcase our startups/network*
  - *Production of a series of four-five short video interviews with EIT Food experts and other speakers to disseminate in the run-up to the conference (September-December) as a part of pre-conference communication campaign*

If you have additional ideas and services which you would like to propose us, we would be happy to hear about them.

**\*\*\*CONFIDENTIAL\*\*\***

## Submission of agency proposal

You may submit the proposal in any format you prefer.



Please provide a separate budget for each of the two main items listed above: essential support and video production.

We would appreciate if you could also send us some credentials or case studies of work previously done for other clients.

Short-listed agencies will be invited to an informal conversation to discuss their proposals (by phone or in person).

If you have any questions, please contact: [procurement@eitfood.eu](mailto:procurement@eitfood.eu) with the subject line: 'RFP: Venture Summit' in the subject line of your submission and the name of your company.

Proposals should be submitted to the designated email address by the date and time of the deadline provided.

## 11. APPENDIX 3: DRAFT CONTRACT EXAMPLE

### FRAMEWORK SERVICES CONTRACT FOR COMMUNICATIONS SERVICES

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

*[FRAMEWORK CONTRACTOR NAME], [COMPANY ADDRESS] and registered under the number [COMPANY OFFICIAL REGISTRATION NUMBER] (hereinafter "Consultant")*

And

*EIT Food ivzw, Ubicenter A, Philipssite 5 (bus 34), 3001 Heverlee (hereinafter "EIT Food"), herein represented by Andy Zynga, CEO and Charlotte Knowles, COO.*

WITNESSETH:

WHEREAS, EIT Food may require that Consultant provides certain tax services ("Services") as further defined in specific requests for proposal that will be attached in Annex to the related specific contract;

WHEREAS, Consultant agrees to perform such Services, all upon the terms and subject to the conditions set forth in this Contract.

NOW, THEREFORE, the Parties agree as follows:

#### 1.0 DEFINITIONS

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

1.1 "KIC Partners" shall mean collectively the Core Partners of EIT Food or Associates, as further described and defined in the Statutes and By-Laws of EIT Food. For the purpose of this Contract, the term KIC Partners shall also

be deemed to include the Linked Third Parties as further described and defined in the Statutes and By-Laws of EIT Food.

1.2 "Services" shall mean the work or services purchased by EIT Food and provided by Consultant, as described in the statements of work.

Reference is also made to the definitions of the Statutes and the By-Laws of EIT Food.

## SCOPE OF CONTRACT AND SERVICES

2.1 This Contract applies to all Services to be rendered by the Consultant to EIT Food as further described in future specific contracts/statements of work, and which will form annexes to this Contract in Annex.

2.2 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 Consultant. 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 This Contract does not grant to EIT Food the exclusive right or privilege to purchase Services, nor does it restrict EIT Food from using similar services or purchasing similar services from third parties. It is agreed that EIT Food may contract with other service providers for the procurement of comparable services and Consultant may sell services to third parties.

2.4 The relationship of the Parties under this Contract shall at all times be one of independent contractors. Neither Party shall have any authority to assume or create obligations on behalf of the other except as provided in this Contract, nor take any action that has the effect of creating the appearance of such Party having such authority. Nothing in this Contract 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.

2.5 Neither Party is, or shall hold itself out to be, the representative of the other Party, unless a specific power of attorney is signed on behalf of EIT Food to represent EIT Food for tax purposes.

## 3.0 TERM

3.1 This Contract will be effective as of the date the last party signs, and has a duration of 1 year ("Initial Term").

3.2. The Contract may be extended automatically for 12 months, unless one of the parties receives a formal notification to the contrary at least two months before the end of the ongoing contractual period, with a maximum total contract duration of 4 years. Extension does not change or postpone any existing obligations.

## PERFORMANCE OF THE SERVICES – REPORTING

1.1 Consultant shall perform the Services in a professional manner in accordance with the sector standards. Consultant shall perform the Services in an amount corresponding to the quantity as indicated in the specific request for services.

1.2 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 request must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.

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

1.4 Submission by the Consultant of all deliverables indicated in the statement of work/specific contract shall be considered as the Consultant’s report of services rendered. The deliverables and reports on progress of deliverables shall be submitted by e-mail on a weekly basis, alongside regular update calls.

## 1.1 PRICE, PAYMENT AND TAXES

### Fees and other compensation

5.1.1 The maximum fees to be paid by EIT Food under any specific request for services amount to the budget as indicated in the specific statement of work/specific contract.

### Payment

5.2.1 Consultant 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.



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

## 1.2 Taxes

5.3.1 Consultant 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 Consultant's performance under this Contract will be paid by Consultant. Consultant shall be solely liable for Taxes based on Consultant's net or gross income. Consultant 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 statement of work do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

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

## WARRANTY, TIMELY PERFORMANCE, LIMITATION OF LIABILITY and GENERAL INDEMNITY

### Warranty

Consultant warrants that all Services will be performed in a diligent, workman-like and professional manner, in compliance with industry standards, and in accordance with all specifications and/or documentation described in the statements of work or as otherwise agreed.

### Timely Performance

If the Consultant has knowledge that anything has prevented or may prevent or threaten to prevent the timely performance of the Services under this Contract, the Consultant shall promptly notify EIT Food and include all relevant information concerning the delay or potential delay.

### Limitation of Liability

6.3.1 To the maximum extent permitted by law, and except as otherwise provided in this Contract, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall either

Consultant or EIT Food be liable to the other for any special indirect, punitive, incidental or consequential damages incurred by the other resulting from or arising out of or in connection with this Contract and/or a specific request for services, even if a Party has been informed of the possibility of those damages. The liability of EIT Food shall in any case be limited to the amounts payable under the specific statement of work/specific contract. The Consultant's total liability (including interest) for all professional faults or errors committed in the framework of the Contract is limited to three (3) times the amount of its fees for the particular Services giving rise to the liability under the Contract. In the event of recurring Services, the Consultant's liability will be limited to three (3) times the amount of the fees paid for the Services over the last 12 months immediately preceding the event giving rise to the Consultant's liability.

6.3.2 The limitations of liability set forth in clauses 6.3.1 shall not apply to either party's obligations to the other as they relate to a breach (I) of the section regarding confidential information (clause 10.2) (II) claims or damages related to bodily injury (including death) or loss of or damage to real property and/or (III) claims or damages resulting from fraud or gross negligence. For the purpose of this Contract, gross negligence is defined as : "a level of care below the ordinary standard of care which may reasonably be considered as reckless behaviour or carelessness".

#### General Indemnity

The Consultant will indemnify EIT Food, from any losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from Consultant's breach of any obligations under the following clauses: Taxes (clause 5.3) and Intellectual Property Rights (clause 8).

#### SUBCONTRACTING

The Consultant may use other Consultant's Firms and other subcontractors and contractors, including IT service providers ("the Consultant's Subcontractors"), to provide the Services and/or for internal, administrative and/or regulatory compliance purposes. The Consultant remains solely responsible for the Services performed by the Consultant's Subcontractors. The Consultant's Subcontractors have no liability or obligations arising out of the Framework Services Contract or Statement of Work. EIT Food agrees to bring any claim arising from the Services against the Consultant. Any intended use of the Consultant's Subcontractor(s) is mentioned and specified (name and reason for involvement) in its proposal to the invitation to tender for this framework services contract or in its proposal for a specific request for services. Under no circumstances can the Consultant outsource a substantial part of the requested work to a Subcontractor.

#### INTELLECTUAL PROPERTY

8.1 EIT Food is and remains the owner of any and all intellectual property rights relating to materials that EIT Food may provide to the Consultant in connection with the provision of the Services.

8.2 The Consultant is and remains the owner of any and all intellectual property rights relating to the Consultant's pre-existing materials, documents, software, skills, know-how, processes, methods, or other intellectual property



created, invented or otherwise developed by the Consultant, including Consultant's proprietary collaboration tools, software, databases, portals and platforms, underlying technologies, user interfaces, algorithms, processes, functionalities etc., all related documentation, as well as any modifications, derivatives or enhancements to them (hereafter jointly "Consultant's Materials") and deliverables and other products that the Consultant may develop in connection with the provision of the Services. However, EIT Food will have a non-exclusive and non-transferable user licence to use, for own internal purposes only, Consultant's Materials that are part of the deliverables as well as the deliverables themselves.

For specific pre-defined deliverables in connection with the purpose and the business plans of EIT Food, EIT Food may require that ownership of such deliverables will vest exclusively in EIT Food and Consultant shall comply with such requirement of EIT Food. Such requests will be part of the specific requests for services.

## 9.0 LEGAL REQUIREMENTS - GDPR

9.1 Consultant shall at all times during the term of this Contract comply with all the legal requirements pertaining to its professional activities. EIT Food may request Consultant to provide proof of such compliance.

9.2 Processing personal data in the event Consultant qualifies as a processor as referred to in the General Data Protection Regulation while Consultant processes personal data for EIT Food during the Contract, the Consultant 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. Consultant shall process personal data exclusively based on written instructions from EIT Food, except for deviating legal prescriptions.

9.3 The qualification of controller/processor will be part of the specific requests for services. EIT Food and Consultant will enter into a specific Data Processing Agreement if appropriate to deal with the aspects of data privacy for a specific request for proposal.

## 10.0 GENERAL

10.1 Termination and Cancellation other than for the initial term

10.a.1 EIT Food or Consultant may terminate this Contract or a EIT Food or Consultant may cancel the applicable statement of work/specific contract in the event the other Party breaches any material term or condition and where such breach remains uncured for more than ten (10) days after the breaching Party is provided written notice of such breach.

10.a.2 EIT Food or Consultant may terminate this Contract or cancel the applicable statement of work/specific contract 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.



10.a.3 Upon expiration or termination of this Contract or cancellation of a statement of work/specific contract, Consultant shall cease performance of all Services. EIT Food liability shall be limited to payment of the amount due for Services provided up to and including the date of expiration, termination or cancellation.

#### Confidential information

10.a.1 “Confidential Information” means any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Contract (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 Contract are confidential to both Parties.

10.a.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.

10.2.3 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 Contract without restriction on use or disclosure or a breach of this Contract 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.

1.1.1 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, in order 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.

1.1.2 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.

#### Publicity

Neither Party shall use the other Party's name or disclose the existence of this Contract in any advertisement, sales promotion, press releases and/or other publicity matters without the prior written consent of the other Party.

## Insurance

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

## Notices

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Any notice or demand described in this Contract 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 (hereinafter "EIT Food").

[COMPANY NAME], [COMPANY'S ADDRESS] (hereinafter "the Consultant").

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.

## 1.2 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 Contract 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.

## Assignment

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

### Waiver

A Party's failure to enforce any right or remedy available under this Contract or a specific request for services will not constitute a waiver of that right or remedy.

### Severability

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

### Survival

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

### Order of precedence

The Annexes, referenced herein are an integral part of this Contract. To the extent there is a conflict between this Contract and a specific request for services, this Contract first, then the specific request for services will take precedence and govern.

### English Language

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

### Entire Contract

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

### Conditions from the Contracts with the funding authority EIT



Consultant acknowledges that EIT Food has entered and will enter in the future into binding Contracts with the funding authority EIT, the European Institute of Innovation and Technology. Consultant commits to do everything that is necessary in order to enable EIT Food to comply with its obligations resulting from these Contracts with the funding authority EIT. More in particular, the Consultant acknowledges and agrees that the EIT, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise certain verification and auditing rights also towards the Consultant.

Done in two original copies, one for each Party.

EIT FOOD[FRAMEWORK CONTRACTOR NAME]

By: Andy Zynga

Title: CEO

Signature

Date