Regenerative Agriculture Revolution Services Delivery Agreement
("Agreement")

concluded …….. in Warsaw between:

EIT Food CLC North-East Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (00-534), at ul. Mokotowska 64, registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, Commercial Court, 13th Commercial Division of the National Court Register under the number KRS 00000699422, REGON 368613813861, NIP 5213800253, share capital of PLN 6000.00, represented by:
Marja-Liisa Meurice, President of the Management Board
hereinafter referred to as the "**Principal"**,

and
[……] represented by: **[……]**

hereinafter referred to as the "**Contractor"**,

hereinafter referred to as the '**Parties'**,

with the following content

Whereas:

One of the main objectives of the Principal's activity is to support the transformation in agriculture;
In connection with the above, the Principal runs a dedicated The Regenerative Agriculture Revolution #KAVA 20327-21, project within the Regional Innovation Scheme
The Contractor has access to a network of farmers, dedicated agricultural advisors and experience in providing extension services to farmers;

The Parties agree as follows:

§1 Subject matter of the Agreement

1. The Principal orders and the Contractor undertakes to provide services for the Regenerative Agriculture Revolution programme (hereinafter: "Service") within the timeline of the The Regenerative Agriculture Revolution programme indicated by the Principal in the Call for contributors to support implementation of Regenerative Agriculture Revolution Project in 2022-2024. The scope of the Service is described in § 2 below.
2. The Contractor declares that it has the knowledge and experience necessary to properly fulfil the subject matter of the Agreement and undertakes to perform it with the utmost care assumed for orders of this kind.

§2 Scope of the Service

1.1. The Contractor undertakes to:

a) Provide agricultural and technical expertise to assist in the design and implementation of the Regenerative Agriculture Revolution project (hereinafter: "Project")
b) Take soil samples in regards to the -parameters from the Regenerative Agriculture Project 2021 – 2024 as per attachment
c) Lead the recruitment of farmers into the Project
d) Evaluate all the applicants
e) Deliver training session to at least thirty farmers
f) Identify at least six farmers from the group of the trained farmers using clear, transparent and objective selection criteria
g) Plan and support farmers in developing Regenerative Agriculture Holistic Management Action Plan in order to implement regenerative agricultural practices at the farm level of the six selected farmers
h) Design, promote and deliver at least one "Deep Dive" event open to general public promoting regenerative agriculture practices
i) Lead the internal and external Project communication activities
j) Manage document flow between the Principal and the farmers participating in the Project

1.2. In the event of unforeseen events and/or restrictions which prevent the delivery of the Service in the manner established in this Agreement (in particular health/state restrictions regarding number of participants), the Contractor is obliged to carry out the Service in a way that ensures the safety of the participants after approval by the Principal.

2. The Principal undertakes:

a) To support the Contractor with the overall implementation of the Project, selection of farmers participating in the Project, evaluation processes and main communication
b) To provide the formal and legal service with regards to the farmers participation in the Project

c) To finance subgrants for the six selected farmers participating in the Project and to provide formal and legal services in connection with the awarding of the aforementioned grants
d) To actively cooperate with the Contractor.

3. Specific structure and scope of the Project is specified in the Appendix 1.

§3 Remuneration

1. The Principal shall pay the Contractor remuneration for the performance of the subject matter of the Agreement in the amount of EUR 30,000 gross.
2. The Contractor will submit an invoice to the Principal at the following milestones, detailing the amount to be paid.
    a. Signing of this contract: 30% of total amount referred in paragraph 1
    b. After completion of Stage 2 of the Project as specified in the Appendix 1: 30% of total amount referred in paragraph 1
    c. Up to a month after the completion of all the Project activities as specified in the Appendix 1 (latest 31st of December 2022): 40% of total amount referred in paragraph 1
3. The amount referred to in paragraph 1 above shall include full remuneration for the Service in the manner agreed upon by the Parties.
4. The basis for issuing a VAT invoice each time is the acceptance of works performed in fulfilment of each milestone without reservations on the part of the Principal.
5. The Parties agree that the Principal will pay the Contractor within 21 days of delivery of the properly issued invoice referred to in paragraph 2 above to the Principal's registered office. The invoice may also be issued electronically and delivered by e-mail to monika.linkowska@eitfood.eu
6. The date of payment of the Remuneration shall be the date of submitting a transfer order to the bank by the Principal.

§4 Prevention of unfair competition

1. The Contractor shall not use the idea of the Programme in its own economic activities.
2. The Contractor shall not disclose or make use of information constituting a business secret of any party participating in the Programme.
3. The Contractor does not acquire any IP rights to the results of works performed by farmers, trainers and any other stakeholder group.

§ 5 Confidentiality

1. Each Party undertakes to maintain the confidentiality of information clearly identified by the other Party as confidential.
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.
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.
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.
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.
6. The Parties may use confidential information only for the purpose of proper implementation of cooperation undertaken on the basis of the Agreement.
7. The Parties shall have the right to disclose the fact of cooperation with the consent of the other Party in their marketing activities in connection with the implementation of the subject matter of the Agreement.

§6 Contractual penalties

1. In case of improper performance of the Agreement, the Contractor shall pay the Principal a contractual penalty in the amount of 10% of the gross remuneration referred to in § 3 paragraph 1.
2. The Principal may claim from the Contractor the payment of compensation in excess of the reserved contractual penalty on general principles.

3. The Contractor agrees to deduct the contractual penalties from his remuneration.

§ 7 Processing of personal data

1. In connection with the performance of the Agreement, the Principal entrusts the Contractor 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').
2. The Principal declares that he is a Controller within the meaning of the GDPR.
3. The Contractor declares that it is a Processing Entity within the meaning of the GDPR and will not use the services of any other Processing Entity.
4. The Contractor shall process the following categories of personal data/collections of personal data:
   a) Personal data,
   b) Contact details.
5. Personal data shall be processed by the Contractor solely for the purpose of performing the Agreement, which is a documented instruction of the Controller.
6. Personal data will be stored until the 5-year period expires, commencing on the day following the payment of the project balance, as defined in the financing rules of EIT Food CLC North-East Sp. z o.o. The Contractor declares that it has the means to process personal data correctly within the scope and purpose of the Agreement.
7. The Contractor 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.
8. At the request of the Principal or a data subject, the Contractor shall indicate the places where it processes personal data.
9. Upon request of the Principal, the Contractor 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 Contractor shall also make all information available to an auditor authorised by the administrator and enable and contribute to audits, including inspections.
10. The Contractor, taking into account the nature of the processing of personal data and the information in its possession, shall, as far as possible, assist the Principal 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.

§ 8 Contractor's General Obligations

1. The Contractor 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 Contractor and evaluations related to Contractor collaboration and an evaluation of the impact of the Services.
2. The Contractor ensures that it complies with certain obligations as follows:
   a) preventing conflict of interest,
   b) keeping confidentiality and security,
   c) being in line with ethics, including fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity,
   d) acknowledge EU support visibility,
   e) acknowledge specific rules for carrying out action,
   f) providing information regarding costs eligibility,
   g) record-keeping of proper tasks implementation.

3. In case of doubt The Contractor shall act according to the CLC's instructions related to the above obligations. The Contractor shall be liable for any damage caused by the implementation of a specific action or because a specific action was not implemented in full.

§ 9 Force majeure

Neither Party shall be liable to the other for non-performance or undue performance of the Contract as a result of force majeure understood as an objective, external, unforeseeable, unexpected, whose consequences cannot be predicted and cannot be prevented, which occurred despite the due diligence required in commercial relations (Article 355 §2 of the Civil Code) in order to properly perform the service (in particular: fire, flood, hail, etc.). In this case, no contractual penalties will be charged.

§ 10 Contact details

1. The Parties undertake to inform each other about changes in contact, contact and address data, and other significant changes that may affect the proper performance of the Agreement.

2. Communication between the Parties shall take place by e-mail or telephone, in the case of documentation - by post or courier upon acknowledgement of receipt.
3. The contact details shall be as follows:
   - For the Principal: Monika Linkowska, e-mail: monika.linkowska@eitfood.eu, cell phone : + 48 736 093 084

   - For the Contractor: ....., e-mal: ....., cell. phone: .....

§ 11 Final provisions

1. Any amendments and additions to the Agreement shall be made in writing and with the consent of both Parties, except for changes in the contact details of the Parties, which shall require written notification to the other Party.
2. In matters not regulated by the Agreement, the provisions of the Civil Code shall apply.
3. The Parties shall attempt to resolve disputes related to the performance of the Agreement amicably. In case of disagreement, the dispute shall be settled by a common court competent for the Principal's registered office.
4. Neither Party may assign rights, including receivables or obligations under the Agreement, to third parties without the prior written consent of the other Party.
5. The Agreement has been drawn up in two identical copies, one for each of the Parties.
6. Any attachments listed in the Agreement shall constitute an integral part thereof.

Principal **Contractor**