

**SUBCONTRACT AGREEMENT FOR RESEARCH SERVICES**  
(hereinafter referred to as the "Contract")

concluded by and between

company name: EIT Food CLC [...]

registration number: [...]

having its registered seat at: [...]

VAT number: [...]

Company registration number: [...]

represented by: [...]

(hereinafter referred to as "CLC"),

and

organisation 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 Contract is concluded in order to deliver scientific research services to implement the project *EIT Food RIS Consumer Engagement Labs* (KAVA no. 19153-22).
- 1.2. CLC orders from Subcontractor and Subcontractor undertakes to complete the certain action tasks described in Annex I to the Contract (referred to as "Annex I"). The scientific research works to be completed by Subcontractor are hereinafter collectively referred under the name of "**Services**" and individually under the name of "**Service**".
- 1.3. Subcontractor is aware of the action tasks the Services are necessary for and confirms having familiarized itself with the contents of the *Call for expression of interest to participate in EIT Food RIS Consumer Engagement Labs*, published online by EIT Food as part of the subcontractor selection procedure.
- 1.4. Subcontractor declares the willingness to work on the preparation and implementation of the co-creation process in their country.

### **II. Completion of the Services**

- 2.1. Subcontractor shall organize the Services in ... [country name] in such a manner as to ensure that they are completed according to the written guidelines prepared by University of Warsaw as task leader and any further

requirements of CLC, and shall proceed in accordance with the instructions of CLC. In case of any doubt Subcontractor is obliged to contact CLC and require CLC's decision on the doubtful issues.

- 2.2. Subcontractor guarantees the expert execution of the Services in a manner exercising professional diligence to deliver high-quality outcomes. 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.
- 2.3. When performing the Services, Subcontractor shall use its own tools and materials, as well as work forces.
- 2.4. Subcontractor is not entitled to outsource the Services or involve subcontractors in the performance of the Services.
- 2.5. The Subcontractor shall maintain continuous communication with the CLC and University of Warsaw as task leader during the completion of Services.
- 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 described in Annex I are not implemented properly or timely, they will not be included in the Performance Certificate. In such case, the article 3.3 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 and evaluations related to the Subcontractor's Services and evaluation of the impact of the tasks.
- 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 net funding of 5,000€ (hereinafter the "Service Fee") shall be paid to Subcontractor to cover the costs of project involvement in 2022, including all costs incurred related to the completion of Services. 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 Contract. The here fixed Service Fee is due in whole only if the Subcontractor fully fulfils the Services.

- 3.2. The Subcontractor may account for indirect costs of the project up to 2% of the Service Fee. The division into direct and indirect costs of the project remains an internal matter of the Subcontractor and does not affect the overall amount or modalities of transferring the Service Fee by CLC.
- 3.3. Payments are linked to implementation of Services described in Annex I. 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.
- 3.4. Once University of Warsaw as task leader accepts the Subcontractor deliverables mentioned in Chapter IV and CLC 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 in the point 3.6 within 30 working days when CLC receives the invoice from the Subcontractor. CLC is entitled to reduce the due amount on the grounds of Articles 3.3 and 6.4.
- 3.5. Subcontractor shall indicate the following data on the invoice:
- Company name: EIT Food CLC [...]  
Address: [...]  
VAT: [...]  
Invoice title: Implementation of *EIT Food RIS Consumer Engagement Labs* in [*insert country name*]
- 3.6. Payment by the CLC to the Subcontractor shall be made to the following bank account:

Organisation 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 RIS Consumer Engagement Labs

#### IV. Reporting

- 4.1. Subcontractor shall submit to the CLC the report, based on a guidance and a template provided by the University of Warsaw as task leader and containing all the required data and information, as specified in Annex I. The report should be submitted latest by 30/11/2022. Any deviation from the Annex I shall be justified.
- 4.2. Subcontractor shall co-operate with the CLC to provide all information as is required to fulfil the reporting obligations towards EIT Food and the EIT.
- 4.3. The Subcontractor shall introduce to the market one new product co-created by consumers participating in the Labs session by 30/11/2022. Costs of development and marketing of this product are not covered by this Contract and remain the sole responsibility of the Subcontractor. The Subcontractor is required to co-operate with the CLC and University of Warsaw as project leader to provide the evidence required by EIT Food and the EIT confirming the market introduction of the new product.
- 4.4. Failure to introduce to the market one new product/service described above will result in CLC reclaiming

100% of the payments previously made to the Subcontractor in accordance with Article 3 of this Contract on the basis of non-performance.

## **V. Duration of the Contract, termination**

- 5.1. The Parties agree to conclude this Contract as from the date of its signature by both Parties. The Contract ends on 30/11/2022. Incurred costs are eligible as from the **XX/XX/2022**.
- 5.2. If either party is guilty of a serious breach of its obligations under this Contract 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 Contract immediately without payment of any compensation. Either Party is entitled to terminate the Contract with immediate effect if the other party becoming insolvent, or going under liquidation or bankruptcy procedure.
- 5.4. It is regarded as a serious breach of the Contract 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 Annex I, 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.
- 5.5. The Parties hereby establish that the regulations applicable naturally beyond the period of this Contract (e.g. confidentiality, warranty regulations, etc.) shall be applied after the termination of the Contract.

## **VI. Representations and warranties, penalty**

- 6.1. Subcontractor represents and warrants that Subcontractor possesses all skills, workforce, material and tools and has 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 will be performed in compliance with this Contract, written methodological instructions provided by University of Warsaw as project leader 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. Subcontractor will ensure compliance with national and organizational regulations concerning the collection and processing of personal data while implementing the Services. Any responsibility arising from this matter will fall upon Subcontractor.

6.4. In case if Subcontractor breaches the regulations of this Contract, 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 (calculated as a share of the Service Fee, based on the list of tasks defined in Annex I) 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 contract 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 ivzw, 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 to the 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. Confidentiality**

7.1. The expression "Confidential Information" means any and all information, know-how, particulars, registers, notes, drawings, plans, analysis, including any kind of such verbal communication that has been recorded afterwards in any way, in relation to CLC, the Contract, the Annex I, the Services, particularly, but not limited to, its production systems etc., provided to Subcontractor either before the signing of this Contract or thereafter and marked as "confidential".

7.2. Subcontractor undertakes to use the Confidential Information exclusively for the fulfilment of Services. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.

7.3. Subcontractor shall not disclose nor make the Confidential Information accessible to any third persons. Subcontractor further undertakes to disclose the Confidential Information only to its employees, auditors, tax- or legal experts and to those subcontractors approved by CLC who have a need to know such information for their work and undertakes to take all necessary and useful measures in order to have the Confidential Information protected by such persons with at least the same degree of care it uses for protection of its own proprietary and confidential information.

7.4. The obligations as per this section shall not apply to any information which the recipient can prove,  
(a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the recipient of this Contract;  
(b) is received by the recipient from a third party free to lawfully disclose such information to recipient;  
(c) was in the recipient's lawful possession prior to receipt from the discloser as evidenced by written documentation;  
(d) is independently developed by the recipient without the benefit of any of the Confidential Information as evidenced by written documentation;

(e) is approved for release by written agreement of the discloser;

- 7.5. In the case of a breach of this section, CLC may claim the 30% of the Service Fee as penalty and the potential damages caused by Subcontractor from Subcontractor. This section shall perpetually survive the termination or the expiration of this Contract and bind the Parties after.
- 7.6. For the avoidance of doubt, this section does not pertain to the exchange of information or intellectual property between the Subcontractor and project participants other than CLC, including the University of Warsaw as project leader, the Food retailer or other organizations involved in the delivery of the Service.

### **VIII. Force Majeure**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

## **IX. Communication and branding**

9.1. The Parties designate the following contact persons for communication with respect to this Contract:

For CLC

Name: [...]

Phone: [...]

E-mail: [...]

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 Contract in case of any change in the contact persons or their data.

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

EIT Food CLC [...]

[...]

9.3. 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 contract may only be communicated to the other Party in writing and shall be sent to the other Party by registered mail.

9.4. 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 and the “Co-funded by the European Union” logo;
- (b) follow the relevant EIT Food and EIT visual identity, guidelines and templates.

## **X. Miscellaneous provisions**

10.1. This Contract 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.

10.2. This Contract shall not be considered modified, altered, changed or amended in any respect unless in writing by an authorized representative of both Parties hereto.

10.3. If any one or more of the provisions contained in this Contract 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.

10.4. This Contract may not be assigned by Subcontractor without the prior written consent of the CLC.

10.5. The provisions of the law regulations relevant at the CLC's registered seat shall apply to the Contract. Any dispute arising out of or in connection with this Contract, 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 Contract, the Parties hereby sign this Contract as it is fully in accordance with their contractual intent.

Dated: .....

Signed on behalf of CLC:

Name: [...]

Position: [...]

Signature:

Signed on behalf of Subcontractor:

Name: XXX

Position: XXX

Signature (and stamp, if applicable):



## **Annex I. Tasks of the Subcontractor delivering scientific research services, as defined in the “Call for expression of interest to participate in EIT RIS Consumer Engagement Labs”**

### **Description of EIT Food RIS Consumer Engagement Labs**

EIT Food RIS Consumer Engagement Labs is an activity implemented by EIT Food partners in 2019-2022 and led by University of Warsaw. Consumer Engagement Labs are pre-competitive co-creation sessions carried out by a relatively coherent group of consumers in a joint, physical/online place and limited in time, focused on the development of new product concepts. In 2022, consumer co-creation sessions will involve older adolescents and their families, with a view to generate new, healthy and innovative, plant-based snacks targeting the young consumers. The interactive methodology of Labs uses design thinking and gamification to engage consumers, stimulate creativity and foster the acceptance of new products. It allows non-experts to modify product features without the need to master specialist vocabulary or understand ingredients/manufacturing methods. This collective exercise yields non-obvious, counter-intuitive combinations of product features and be attractive for consumers involved in the co-creation. The processes will also involve a local food retailer. Through the Labs process, consumers will co-create new snack concepts that could subsequently be introduced to the market by the participating companies.

### **Contractual tasks of the Subcontractor**

The Subcontractor will be involved in the organisation and delivery of the project activities in the country of operations in 2022, in the local language of the country, based on methodology provided by University of Warsaw. The following list of contractual tasks applies:

- 1) Participation in the introductory session with the team from the University of Warsaw;
- 2) Involvement in selected sessions of Consumer Engagement Labs to present the company and work alongside consumers on new product proposals;
- 3) Planning for commercial exploitation of results of the Labs by screening for commercially feasible product concepts;
- 4) Selection of one new food product concept co-created by consumers participating in the Labs session that will be commercialized, with the commitment to introduce the product on the market, following the branding/visual identity guidelines defined by EIT/EIT Food (the development and marketing of the product will not be funded by this project and is the responsibility of the subcontractor, in collaboration with the food retailer participating in the project);
- 5) Submitting “Report on the new product concept selected for commercialization” (providing details of 1 new product concept selected for market introduction and commercialization plans) - detailed instructions and report templates are provided by the University of Warsaw;
- 6) Participation in the debriefing session with the team from the University of Warsaw to discuss the project experiences and lessons learned;
- 7) Introducing to the market of 1 new food product based on “Report on the new product concept selected for commercialization”;
- 8) Communication with media (industry magazines, newspapers, specialist Internet portals) to ensure at least 1 publication describing the Labs and its outcomes, published latest by 30 November 2022, consistent with EIT Food visual identity standards and project reporting requirements (other than publications ensured by other organizations participating in the project);
- 9) Participation in the debriefing session with the team from University of Warsaw to discuss the project experiences and lessons learned.