

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

concluded by and between

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

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

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

VAT number: PL5213800253

REGON: 36861386100000

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

and

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 xKIC Circular Economy Consumer Engagement Labs in Western Balkans* (KAVA no. 21335).
- 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 xKIC Circular Economy Consumer Engagement Labs in Western Balkans*, published online by EIT Food as part of the subcontractor selection procedure.
- 1.4. When implementing the Contract, the Subcontractor acts as Consortium member 1: scientific organization / Consortium member 2: food service provider / Consortium member 3: packaging company [select as appropriate].
- 1.5. 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 first class quality. Subcontractor shall notify CLC immediately if it cannot complete the Services either in whole or in part according to the requirements, or if sees any problems that can cause delay in completion.
- 2.3. When performing the Services, Subcontractor shall use its own tools and materials, as well as work forces.
- 2.4. Subcontractor is entitled to involve subcontractors only with the prior written consent of CLC. Subcontractors need to be selected taking into account the best value for money criterion or, if appropriate, the lowest price. In doing so, Subcontractor must avoid any conflict of interest. If Subcontractor involves any subcontractors, then Subcontractor shall be liable for any and all works performed by these subcontractors as if Subcontractor has performed those works itself.
- 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 on the Subcontractor and evaluations related to Subcontractor collaboration and an 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 gross funding of 6,000€ (Consortium member 1: scientific organization) / 2,000€ (Consortium member 2: food service provider) / 2,000€ (Consortium member 3: packaging company) [*select as appropriate*] (hereinafter the “Service Fee”) shall be paid to Subcontractor to cover the costs of project involvement in 2021, 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 North-East sp. z o.o.

Address: Mokotowska 64,

00-534 Warsaw, Poland

VAT: PL5213800253

Invoice title: Implementation of *EIT xKIC Circular Economy in Western Balkans* (KAVA no. 21335) 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: xKIC Circular Economy in Western Balkans

#### 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 30/11/2021. 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.

## **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 31/12/2021. Incurred costs are eligible as from the ...2021.

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 and, if relevant, its subcontractors possess all skills, workforce, material and tools and have acquired all possible licenses necessary to perform the Service and operates and acts according to all relevant law regulations. Subcontractor represents and warrants that the Services 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 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.

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. Subcontractor shall ensure that its subcontractors undertake a confidentiality obligation with the same content as included in this Contract.

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 eventual damages caused by Subcontractor from Subcontractor. This section shall perpetually survive the termination or the expiration of this Contract and bind the Parties after.

### **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                            | For Subcontractor: |
| Name: Adam Strzelecki              | Name: XXX          |
| Phone: +48736093083                | Phone: XXX         |
| E-mail: adam.strzelecki@eitfood.eu | 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 North-East sp. z o.o.  
ul. Mokotowska 64  
00-534 Warsaw, Poland

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;
- (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: Marja-Liisa Meurice  
Position: President of the Management Board

Signature:

Signed on behalf of Subcontractor:

Name: XXX  
Position: XXX

Signature (and stamp, if applicable):

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

### **Description of EIT xKIC Circular Economy Consumer Engagement Labs in Western Balkans**

The circular economy concept is of crucial importance to post-COVID recovery. Countries of Western Balkans are working to improve waste management approaches, and could benefit from the circular economy approaches, which consider the systemic interdependencies and go beyond the tendency to look merely at recycling rates. The circular economy is also a pivotal tool for delivering part of the 2050 decarbonisation agenda in Europe. EIT Food has joined forces with EIT Climate-KIC, EIT RawMaterials, EIT Health, EIT Manufacturing, EIT Digital and EIT Urban Mobility in a joint initiative aimed at bolstering collaboration and enhancing the circular economy approach in the region. Together, they will be exploring their learnings around a green and circular economy as an umbrella approach to boost the economy in a post-COVID world, but also enhance capacities and foster knowledge-sharing in the Western Balkans. Citizens, through their daily choices, make the foundation of a circular economy. In the interest of engaging with citizens in the Western Balkans and promoting responsible consumption, EIT Food leads the organisation of co-creation sessions with consumers and local businesses. The concept is to generate ideas of new products addressing specific requirements of consumers that could be subsequently introduced to the market by the local companies. 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 co-creation processes in Western Balkans take into consideration specific requirements of the consumers, related to takeaway food, such as meals ordered from restaurants, catering providers or food delivery services. The processes involve local food service providers and packaging companies, helping identify potential improvements in meal packaging to promote sustainability and circularity in the sector. Through the Labs process, consumers will co-create new packaging concepts that could subsequently be introduced to the market by the participating companies.

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

The Subcontractors will be responsible for the organisation and delivery of the project activities in the country of operations in 2021, in the local language of the country, with the involvement of consumers and expert facilitator, using online video conferencing platform Zoom and based on methodology, guidance, and templates provided by University of Warsaw as the task leader. Depending on the role of the Subcontractor-consortium member (1 - scientific organisation, 2 - food service provider or 3 - packaging company), as defined in the Contract, the following list of contractual tasks applies:

#### **(1) Scientific organisation**

- Responsibility for the organisation and delivery of sessions with 3 consumer teams in the country of operations in October-November 2021, using the methodology and involving at least 3 expert facilitators (1 per consumer team);
- Ensuring involvement of the other members of the consortium (food service provider and packaging company) in the Labs sessions;
- Selection of consumers-participants of the Labs session to ensuring the participation of at least 15 consumers matching the selection criteria (including ability to use online videoconferencing to participate in Labs sessions);
- Communication with consumers-participants of the Labs session in the local language;
- Ensuring the signatures of attendance lists and legal consent forms by consumers-participants of the Labs compliant with GDPR, organizational procedures for personal data protection and EIT reporting requirements;
- Translation of Labs session scripts and materials between English and the local language;
- Organisation of the Labs sessions for 3 teams of around 5 consumers each, altogether 15 consumers, in October-November 2021 (sessions include 3 online meetings of ~2 hours for each team, distributed over a period of several weeks, and a ~2 hours long session with companies) including: logistics of the online workshop (using Zoom video conferencing software including breakout rooms functionality, Google Jamboards platform and TinkerCAD software, with workshop scripts, facilitator guidelines, templates and materials provided by University of Warsaw in English, requiring translation into local language);



- Facilitation of the Labs session based on guidance provided by University of Warsaw, using the standard workshop scripts, templates and materials and offering technical support for participants to enable their active participation (including a technical orientation preceding the Labs sessions);
- Preparation of the Labs session's audio-visual recording, transcript of the recording (~20 hours in total), written documentation and translation of the Labs' transcript and session results into English;
- Involvement in the process of developing prototypes and selecting the most technically viable and commercially feasible new product concepts co-created by consumers;
- Communicating with local media to ensure at least 1 non-paid printed publication in the local language (press or thematic magazines) describing the project;
- Submitting by 30 November 2021 "Report on the co-creation workshops" (including details on organisation of the Labs, data on participants, descriptions of the creative process with transcripts, translations and recordings, summaries of results, lessons learned and recommendations on how to use the methodology in the future). Detailed instructions and report templates will be provided by University of Warsaw;
- Participation in the final debriefing session (online) with University of Warsaw to discuss the project experiences and lessons learned.

(2) **Food service provider**

- Involvement in the sessions of Consumer Engagement Labs in October-November 2021, including observation and identification of commercially feasible ideas for new food packaging;
- Delivering sample takeaway meal(s) to about 15 consumers participating in the Labs session, enabling them to better understand specific design challenges related to meal packaging and consequences of specific packaging options for the properties of the delivered dishes;
- Planning for commercial exploitation of results of the Labs session by screening for commercially feasible product concepts, with the support of project partners;
- Communicating with local media to ensure at least 1 non-paid printed publication in the local language (press or thematic magazines) describing the project;
- Participation in the final debriefing session (online) with University of Warsaw to discuss the project experiences and lessons learned.

(3) **Packaging company**

- Involvement in the sessions of Consumer Engagement Labs in October-November 2021, including observation and identification of commercially feasible ideas for new food packaging;
- Demonstrating samples of packaging materials and design options to consumers participating in the Labs session;
- Involving product design specialist(s) to work with consumer teams and the scientific organisation on capturing the specific ideas put forward by consumers and representing them in TinkerCAD as 3D models of potential meal packaging (alternatively: also preparing mock-ups/prototypes);
- Planning for commercial exploitation of results of the Labs session by screening for commercially feasible product concepts, with the support of project partners;
- Communicating with local media to ensure at least 1 non-paid printed publication in the local language (press or thematic magazines) describing the project;
- Participation in the final debriefing session (online) with University of Warsaw to discuss the project experiences and lessons learned.