

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

concluded by and between

company name: EIT Food CLC .....  
having its registered seat at: .....  
registered in the register of entrepreneurs kept by the District Court for the Capital City .....  
represented by: ..... President of the Management Board of the Company,  
(hereinafter referred to as "**CLC**"),

and

company name: .....  
registration number, name of the register: .....  
having its registered seat at: .....  
VAT number: .....  
represented by: .....  
(hereinafter referred to as "**Subcontractor**")

(CLC and Subcontractor hereinafter collectively referred to as the "**Parties**")  
on the below mentioned day in accordance with the following terms and conditions:

**Preamble**

EIT Food Co-Location Centers (CLCs) South and North-East organised an open call to select 10 organisations to deploy activities in 10 RIS countries as subcontractors.

**I. Subject of the Contract**

- 1.1. The Contract is concluded in order to implement the project ***Building entrepreneurial capacities for women in the agrifood sector*** (KAVA no. 20099-22), hereinafter referred to as "Project".
- 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 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.

1.4. The Subcontractor obliges themselves that a sponsor found by the Subcontractor, hereinafter referred to as the “**Sponsor**”, will contribute to the Project in the amount of at least 5.000 EUR (five thousand euro) gross. The Sponsor shall be offered with a sponsorship package comprising of the minimum package described in the **Annex II** to the Contract. The cooperation with the Sponsor will be coordinated by the Subcontractor. The Sponsor contribution should be in cash (not in-kind) and will be validated through a Contract, subsequently invoiced by the CLC.

## II. Completion of the Services

2.1. Subcontractor shall organize the Services in ..... [COUNTRY] in such a manner as to ensure that they are completed according to the 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. The Subcontractor shall continuously inform the CLC during the completion of Services especially if any information for completion is necessary for the CLC, including for the evaluation purposes.

2.4 Subcontractor shall submit to CLC the draft agenda of the Events listed in Annex I at least one month before the event takes place. The final agenda of each of the Event is subject to a prior approval of the CLC.

2.5. 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.

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

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

- preventing conflict of interest,
- keeping confidentiality and security,
- being in line with ethics,
- acknowledge EU support visibility,
- acknowledge specific rules for carrying out action,
- providing information regarding costs eligibility,
- record-keeping of proper implementation of the Services.

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

### III. Service fee, terms of payment

- 3.1. The fee of the Subcontractor is **35.000 EUR gross** for the Services enumerated in the Annex I, including all costs incurred related to the completion of the Services (hereinafter referred to as the "**Service Fee**"). 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 Service Fee shall be paid on the following periods: 1) up to 50% of the budget (17.500 EUR gross) before 15/06/2022 and 2) up to 50% of the budget (17.500 EUR gross) once activity report is submitted by Subcontractor and it is finally approved by CLC, always before 31/12/2022.
- 3.3. Payments are linked to implementation of the Services set up in Annex I. The Service Fee shall 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 2.5
- 3.4. For payment effectivity, the Subcontractor shall submit invoices in 2 instalments (first in period 1, always before 15/06/2022, for up to 50% of the total budget and second in period 2, always before 31/12/2022, for up to 50% of the total budget). CLC shall pay the amount of the invoice to Subcontractor via bank transfer to the bank account indicated on the invoice within 30 working days when CLC receives the invoice from the Subcontractor. CLC is entitled to reduce the amount due on the grounds of Article 3.3 and 6.4.
- 3.5. Subcontractor shall indicate the following data on the invoice:

Company name: EIT Food CLC .....

Address: .....

VAT number: .....

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

Company name: .....

Statutory address (street name and number, zip code, city town, country): .....

VAT number: .....

IBAN: .....

BIC/SWIFT code: .....

Bank name: .....

Bank address: .....

With reference: EIT Food RIS Building entrepreneurial capacities for women in the agrifood sector in .....

[COUNTRY]

#### **IV. Reporting**

- 4.1. Subcontractor shall submit to the CLC a detailed activity report by 30/11/2022. The report shall contain description of the work performed and description of results achieved, based on a report template provided by the CLC within a month from the day of signature of the Contract, and containing all the required data and information, as specified in Annex I. 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. Subcontractor shall submit the supporting documents listed below regarding Services enumerated in Annex I together with the report:
- agendas of all the events organized within the programme;
  - list of participants' attendance of all the events organized within the programme;
  - pictures and/or videos from the events, including among others the presentation of visible roll ups and/or promotional EIT Food signs;
  - presentations and other communication materials with visible EIT Food logo, as well as the EU flag;
  - images, links and/or documents proving all publications in social media;
  - emailing lists and/or publications announcing the event/activity.
- 4.4. Subcontractor shall submit the supporting documents in the form of the links and/or print screens and/or paper versions of the newspaper publications where EIT and EIT Food is mentioned.

#### **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 31/12/2022.
- 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.
- 5.3. It is regarded as a serious breach of the Contract especially if,
- the CLC
- shall not pay the Service Fee or its proportional part,
  - acts contrary to the Subcontractor's interest,
  - does not provide the Subcontractor with necessary information,

- violates its confidentiality obligations

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 and Subcontractor loses the CLC's confidence.

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

6.2. Subcontractor represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts CLC from any liabilities arising from third party claims. Any responsibility arising from this matter will fall upon Subcontractor.

6.3. Subcontractor represents and warrants that the fulfilment of the Services is performed in accordance with relevant national and EU legal provisions on data protection. Any responsibility arising from this matter will fall upon Subcontractor.

6.4. In case if Subcontractor breaches the regulations of this 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 jeopardizes the successful completion of the Services or causes damages (extra costs) to CLC.

Non-fulfilment of the Contract (including the case when CLC terminates this Contract due to the Subcontractor's default fulfilment): 30% of the Service Fee.

6.5. Subcontractor has no rights or obligations vis-à-vis the EIT Food, the European Commission nor the European Institute of Innovation and Technology.

## **VII. Confidentiality**

- 7.1. The expression "Confidential Information" means any and all information in relation to CLC, the Contract, the Annex I, the Services, particularly, but not limited to, 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.

## **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: .....	Name: .....
Phone:.....	Phone: .....
E-mail: .....	E-mail: .....

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:

Company name: EIT Food CLC .....

Address: .....

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 and EU flag as adopted by EIT Food;
- (b) follow the relevant EIT, EIT Food and Project 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. This Agreement is governed by its clauses, and in everything not expressly provided for in them, by regulatory regulations applicable in Poland/Spain to the service at all times. The parties agree to submit any doubts regarding the interpretation and execution of this Contract to Polish/Spanish legislation and, also, for the resolution of any controversy that may arise in relation to the interpretation, application or execution thereof, with express waiver of the jurisdiction that they could correspond, they submit to the Courts and Tribunals of the city of Warsaw/Madrid.

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: [REDACTED]

Position: [REDACTED]

Signature (and stamp, if applicable):



## Annex I

### **Tasks of the Subcontractor, as defined in the Request for contributors to carry out activities to build entrepreneurial capacities for women in the agrifood sector**

The Subcontractor will implement the individual plan of activities in 2022 presented in below Table (activities implemented in six months).

Activities	Timeline	Indicator of activity (minimum to achieve in 2022)	KPI related to the activity/action	Gross payment (35 000)
				EUR
<b>Programme coordination with CLC representatives, ensuring its clarity and alignment.</b>	Continuous action from April until December 2022	<ul style="list-style-type: none"> <li>Active participation in 6 coordination calls/meetings with CLC representatives and best practices sharing.</li> <li>Respect EIT and EIT Food branding guidelines, ensuring correct use and disposition, as well as EWA visual identity and templates provided.</li> </ul>	EITHE08.4 List of institutions/organisations delivering (non-degree) education and training;  All promotional materials including EIT Food Logo and EU emblem, EWA logo.	500
<b>Scouting of Mentors and experts in relevant topics (e.g. entrepreneurship, business model, sales, pitching, marketing, customer discovery, etc.)</b>	June 2022	<ul style="list-style-type: none"> <li>Mentors scouting and selection based on programme and entrepreneurs needs.</li> <li>Signing contracts with at least 10 Mentors (including formal and financial settlements);</li> </ul>	List of 10 mentors participating in the EWA project with their email addresses and consent to provide mentoring services.	4000
<b>Scouting of female start-ups, spin-offs or women with entrepreneurial talent in the agrifood sector</b>	Continuous action from April until May 2022	<ul style="list-style-type: none"> <li>Promote the call for female entrepreneurs on eligible communication channels.</li> </ul>	At least 1 media coverage regarding the call for Mentees  EITHE15.1-6 # media coverage	500

	Continuous action from April until June 2022	<ul style="list-style-type: none"> <li>• Identification of at least 20 eligible start-ups or entrepreneurial talents (not yet engaged in EIT Food activities) incl. basic information – date of registration, EIT Food focus area targeted, short description of the idea.</li> <li>• Evaluation of applications following established eligibility and selection criteria.</li> <li>• List of 10 Mentees participating in the project.</li> <li>• Compilation of the selected entrepreneurs cohort slides with the updated information into EIT Food template provided by the CLC representatives.</li> </ul>	EITHE08.1 Participants in (non-degree) education and training EITHE08.2 EIT RIS Participants with (non-degree) education and training EITHE03.1 Supported Start-ups/scale-ups Supported EITHE03.2 - EITRIS EIT RIS Start-ups/scale-ups Supported	6000
<b>Subgranting scheme of EWA entrepreneurs</b>	May-June 2022	<ul style="list-style-type: none"> <li>• Translation of the subgranting document into the local language. The template of subgranting document will be provided by CLC</li> <li>• Collection of electronically filled and signed subgranting document from the female entrepreneurs (“Mentees”) and providing CLC representatives with two separate files of one document: editable Word and signed PDF (electronic sign or scan).</li> <li>• Collecting Tax Residence Certificates from the female entrepreneurs for the purpose of financial settlements with the Mentees.</li> </ul>	10 translated subgranting documents collected after signed 10 Tax Residence Certificates collected (if applicable)	750
<b>Perform the community management of the EWA Platform for the local community [COUNTRY]</b>	Continuous action	<ul style="list-style-type: none"> <li>• Manage the ..... [COUNTRY NAME] online community on EWA platform</li> </ul>	At least 50 pieces of content uploaded to the platform (links, webinars, videos, events etc.)	2500
	Continuous action	<ul style="list-style-type: none"> <li>• Engaging mentees and mentors in the interaction on the Platform</li> </ul>	At least 10 interactions per month in the virtual platform (publishing or commenting)	500
<b>Contribute to the dissemination of the Project activities and news, using adequately internal communication and social media channels.</b>	Continuous action	<ul style="list-style-type: none"> <li>• At least 3 regional or national press releases approved by the EIT Food HQ Communication Team.</li> <li>• At least 20 appearances in social media/news websites</li> <li>• Support in organizing EWA Networking Online Event 2022 - providing at least 1 networking session moderator and/or at</li> </ul>	EITHE15.1- 6 # media coverage	2000

		least 1 panellist for the event together with promotion support of the event in panellists' communication channels.		
<b>Mentoring</b>	Continuous action	<ul style="list-style-type: none"> <li>• Matchmaking between mentors and mentees organized according to the Programme overview.</li> <li>• Monthly evaluation of the mentoring process through surveys with Mentees and Mentors and/or monthly meetings with Mentees and Mentors.</li> </ul>	6 evaluation survey filled out by Mentees and Mentors and/or 6 summaries of the meetings with Mentees and Mentors	2500
<b>Training</b>	From June until November 2022	<ul style="list-style-type: none"> <li>• Masterclass organized according to the Programme overview.</li> <li>• At least one of the following: <ul style="list-style-type: none"> <li>a. additional podcasts and/or webinars in local language with English subtitles to present specific elements of the business development;</li> <li>b. group sessions with thematic mentors who support mentees with specific elements of their businesses like legal, financial, marketing, logistic experts;</li> <li>c. learning-by-doing opportunities in which women are taking part in the process of creating podcasts, photo shooting for advertisement campaign of their product/service, take part in other startup competitions;</li> <li>d. group sessions with thematic experts, who support Mentees with their self-development e.g.: natural talents, emotional intelligence in business, coaching.</li> </ul> </li> </ul>	EITHE08.3 List of EIT professional development courses, online training courses and other education/training products delivered or in a process of delivery (by country and type of programme): details to include learning outcomes and competency assessment method and results	6000
<b>Pitching event and EWA prizes: design, implementation and promotion of the physical or online event.</b>	Until the end of November 2022	<ul style="list-style-type: none"> <li>• Pitching event organized according to the Programme overview.</li> <li>• Event with minimum 40 external participants (besides mentors and mentees).</li> <li>• Participation of at least 3 external speakers/experts and a minimum of 2 potential investors in the field of agri-food for young start-ups.</li> </ul>	EITHE15.1-3 Reach of KIC's communication activities: # of external events organised by KIC EITHE15.1-4 Reach of KIC's communication activities: # of participants in external events organised by KIC	5000
<b>Contribute to the final pitch evaluation and prize giving for female startups.</b>	November 2022	<ul style="list-style-type: none"> <li>• Progress evaluation of Mentees required for the final score.</li> </ul>	10 progress evaluations of the Mentees performed	250
		<ul style="list-style-type: none"> <li>• Provide at least one independent expert to be a member of the jury.</li> </ul>	At least 1 independent Jury member	250

<b>Evaluation of the impact generated through project implementation</b>	Continuous actions	<ul style="list-style-type: none"> <li>Results of the evaluation survey gathering insights from the mentees on their perception of the Programme's contribution to their idea development.</li> </ul>	10 responses to the evaluation survey from the Mentees and 10 responses to the evaluation survey from the Mentors	1000
	November 2022	<ul style="list-style-type: none"> <li>Monitoring the startup development of EWA alumni and final diagnostic.</li> </ul>	KIC03 # of entrepreneurs who receive support from KIC that succeed to start a business within 3 years	2000
	November 2022	<ul style="list-style-type: none"> <li>At least one Success Story provided in the EIT template describing one Mentee.</li> </ul>	EITHE13.1 EIT RIS Success stories	500
<b>Finding a Sponsor for the Services within the frames of EWA programme in ..... [COUNTRY]</b>	From April until November 2022	<ul style="list-style-type: none"> <li>Providing a Sponsor that will collaborate with at least 5.000 EUR gross (in cash, in-kind contribution not considered) within EWA Programme in ..... [COUNTRY]</li> <li>The Sponsor shall be aligned with EIT Food values that are indicated on the <a href="#">EIT Food website</a>.</li> </ul>	Invoice issued by the CLC	1000
<b>Produce a final activity report and submit it to CLC</b>	November 2022	<ul style="list-style-type: none"> <li>One report containing the description of the work performed and description of results achieved, attaching all supporting documents mentioned in article 4.3</li> </ul>	1 report submitted – DEL 01 Activity Implementation and Dissemination report	250
				<b>35000</b>

## Annex II

The EWA Sponsorship package in the value of 5.000 EUR gross includes:

- sponsors visibility on selected marketing and media coverage materials dedicated to local Events;
- sponsors visibility during EWA Networking Online Event 2022, including: international online platform and live streaming;
- presence of the Sponsors representative among local Events' speakers;
- presence of the Sponsors representative among EWA Networking Online Event 2022 speakers and experts in the online or offline format.