

## FRAMEWORK SERVICES AGREEMENT

### FoodUnfolded® Call for XXXXXXXXXX

#### Section 1

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

**EIT FOOD IVZW** (hereinafter EIT Food), an international non-for-profit association under Belgium law with registered address at Ubicenter A, Philipssite 5 (bus 34), 3001 Heverlee with enterprise number 0672.423.992 herein represented by XXXX acting as XXXX and XXXXX acting as XXXXX. (Hereinafter referred to as "EIT Food" or the "Party"),

And

XXXXXXXXXX with registered address at XXXXXXXXXXXXX and registered as a XXXXX, herein represented by XXXXXXXX (hereinafter referred to as the "Contractor" or the "Party")

(Hereinafter EIT Food and Contractor collectively referred to as "the Parties")

WHEREAS EIT Food may require that Contractor provide certain consulting services ("Services") as further defined in statements of work attached in Annex to this Agreement and incorporated by reference hereof; WHEREAS Contractor agrees to perform such Services, all upon the terms and subject to the conditions set forth in this Agreement.

Consider the following:

- EIT Food is Europe's leading food innovation initiative, working to make the food system more sustainable, healthy, and trusted.
- To obtain the following services and/or products, EIT Food has conducted a procedure in accordance with its own procurement/hiring policy, in which it launched a selection process scouting and selecting the most suitable applicants.
- Contractor specializes in XXXXXXXXXXXXX. The Contractor is in mentioned capacity, able and willing to provide services and/or deliveries (hereinafter "the Assignment") according to the Scope of work/Job description/RFP Documents.
- The application of Contractor was scored as the offer/application which is expected to deliver the Best Value for Money.
- EIT Food intends to enter into the Agreement for the full duration of the initial contract duration, it being understood that EIT Food only undertakes legally binding commitments for the initial contract term, , due to the annual cycle of its business plan according to the PA and GA;
- Contractor agrees to perform the services all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

#### 1. DEFINITIONS

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

- 1.1. **KIC Partners** - shall mean collectively the Core Partners of EIT Food, as further described and defined in the Statutes and By-Laws of EIT Food. For the purpose of this Agreement, the term KIC Partners shall also be deemed to include the Linked Third Parties as further described and defined in the Statutes and By-Laws of EIT Food.
- 1.2. **Agreement** – This service agreement and/or agreement to delivery on which the Assignment is executed in accordance with the Job Description/Scope of work/RFP Documents.
- 1.3. **Annex(es)** – Integrated part of this Agreement as documented in an attachment to this Agreement.
- 1.4. **Assignment** – The complete services and products that contractor will deliver in accordance with the Agreement.
- 1.5. **Confidential Information** - Any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms, and conditions of this Agreement, including prices, are Confidential Information of both Parties.
- 1.6. **Consortium** – A combination of legal entities in the capacity of Contractor who are individually jointly and severally liable for the performance of the Assignment.
- 1.7. **Contractor** – The legal entity (or entities in a Consortium) that submitted the proposal in accordance with the Assignment and corresponding requirements as discussed with EIT Food IVZW.
- 1.8. **Legal representative** – The natural person who, according to the extract of the Chamber of Commerce (in the member state of the Contractor), is entitled to bind the Contractor legally.
- 1.9. **RFP (Request for Proposals)** – Underlying document which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.
- 1.10. **RFP Documents** – All documents that are provided by EIT Food during the procurement procedure.
- 1.11. **Service(s) and/or Products** – Requested services and/or products as defined this Agreement and its Annexes which will lead to achieving the defined goals.
- 1.12. **Tender /Proposal/Application** – The offer of the Contractor including all Annexes on which EIT Food determined this offer to be the Tender which provides the best value for money.
- 1.13. **Third parties** – All parties except: EIT Food, the Contractor and all their legally affiliated parties.
- 1.14. **Working day** - A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT Food.

## 2. SCOPE OF AGREEMENT AND SERVICES

- 2.1. This Agreement applies to all Services to be rendered by Contractor to EIT Food as further described in the Job description, scope of work, and/or the statement of work. As attached to this Agreement in Annex, which may be updated.  
The following documents are an integral part of this Agreement. To the extent there is a conflict between them the first mentioned document prevails above the latter:
  - The Agreement
  - The amendments
  - The statement of Work

- The Request for Proposals (RFP)/Job description.
- The Proposal/Tender

- 2.2. Any statement of work will be a separate contractual arrangement for specific Services to be rendered between EIT Food and Contractor. The statement of work will provide the detailed arrangements for the Services to be rendered thereunder and will be established in accordance with the Annex.
- 2.3. This Agreement does not grant to EIT Food the exclusive right or privilege to purchase Services, nor does it restrict EIT Food from using similar services or purchasing similar services from third parties. It is agreed that EIT Food may contract with other service providers for the procurement of comparable services and Contractor may sell services to third parties.
- 2.4. The relationship of the Parties under this Agreement shall at all times be one of independent contractors. Neither Party shall have any authority to assume or create obligations on behalf of the other except as provided in this Agreement, nor take any action that has the effect of creating the appearance of such Party having such authority. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.
- 2.5. Neither Party is, nor shall hold itself out to be, the representative of the other Party.
- 2.6. All provisions on Contractor's forms including terms and conditions are deemed deleted, unless there is written prior consent by EIT food.
- 2.7. Modifications or amendments to this Agreement shall be valid only if there is written prior consent of both parties to the modifications and/or amendments and only if these are foreseen in the Job Description/Scope of work/RFP Documents.

### 3. TERM

- 3.1. This agreement will be effective as of XXXXX, (hereinafter: "the Effective Date") and shall expire automatically on XXXXXX ("Initial Term"). The Parties may agree on an additional renewal of the contract before the termination date, upon written agreement 15 days prior to the current termination date.
- 3.2. The contract may be extended by a maximum period of one year up to three times (the maximum contract duration shall not exceed 4 years).

### 4. PERFORMANCE OF THE SERVICES – REPORTING

- 4.1. The contractor shall perform the Services in a professional manner in accordance with industry standards. Contractor shall perform the Services in an amount corresponding to the quantity as indicated in the statement of work.

- 4.2. EIT Food may, at any time during the progress of the Services, require additions, deductions or deviations (all hereinafter referred to as a “Change”) of the Services. All Change requests must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.
- 4.3. Contractor shall comply with all reasonable guidelines provided by EIT Food for the implementation of services described in the statement of work.

## **5. PRICE, PAYMENT, AND TAXES**

### **5.1. Fees and other compensation**

- 5.1.1 The Contractor shall be reimbursed based on the compensation as indicated under Section 2 of the statement of work. Upon extension of the contract, the fee might be renegotiated to adjust for inflation and other changes (provided that the increase of fees cannot exceed 5% from the previous financial year).
- 5.1.2 The maximum fees to be paid by EIT Food under any statement of work amounts to the budget as indicated in the specific statement of work. In exceptional cases, if the maximum budget of fees would be reached before the full completion of the deliverables identified in the statement of work, Contractor shall inform EIT Food of this and shall not continue to render the Services unless agreed upon by EIT Food.

### **5.2. Payment**

- 5.2.1 Unless otherwise agreed upon in the statement of work, Contractor will render the invoice for the Services performed following the submission of the deliverables identified in the statement of works.
- 5.2.2 EIT Food shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the statement of work.
- 5.2.3 Invoices shall be paid electronically by EIT Food to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the applicable EIT Food thirty (30) days prior written notice.

### **5.3. Taxes**

- 5.3.1 Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Agreement.
- 5.3.2 Except as otherwise provided in this Agreement, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be responsible for all other taxes. Contractor shall be solely liable for Taxes based on Contractor's net or gross income Contractor shall indemnify and hold EIT Food harmless from its failure to make payment of such Taxes.
- 5.3.3 The prices set forth in the statement of work do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction (“Transfer Taxes”) and are inclusive of any other taxes, custom duties, levies and similar charges.

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

## **6. WARRANTY, TIMELY PERFORMANCE, LIMITATION OF LIABILITY and GENERAL INDEMNITY**

### **6.1. Warranty**

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

### **6.2. Timely Performance**

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

### **6.3. Limitation of Liability**

- 6.3.1 To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall either Contractor or EIT Food be liable to the other for any special indirect, punitive, incidental or consequential damages incurred by the other resulting from or arising out of or in connection with this Agreement and/or a statement of work, even if a Party has been informed of the possibility of those damages. The liability of EIT Food shall in any case be limited to the amounts payable under the statement of work.
- 6.3.2 The limitations of liability set forth in section 6.3.1 shall not apply to: (I) either party's obligations to the other as they relate to a breach of the following sections: confidential information, and/or (II) claims or damages related to bodily injury (including death) or loss of or damage to property and/or (III) claims or damages resulting from fraud or gross negligence

### **6.4. General Indemnity**

The Contractor will indemnify, defend and hold harmless EIT Food, its employees, agents, and the KIC Partners from any losses, damages, claims and expenses (including court costs and reasonable attorney's fees) that arise out of or result from: (1) injuries or death to persons or damage to property, including theft, in any way arising out of or relating to the Services, or any person or deliverable furnished by Contractor except to the extent directly caused by the negligence or wilful misconduct of EIT Food; (2) assertions under workers' compensation or similar social insurance claims made by persons furnished by Contractor; or (3) Contractor's breach of any obligations under the following clauses: Taxes, Intellectual Property Rights.

## **7. INTELLECTUAL PROPERTY**

7.1 Subject to any rights of any third party and to any rights of Contractor arising otherwise than in connection with the Agreement, all Intellectual Property Rights in material generated by the Contractor specifically for EIT Food in providing the Services shall vest in EIT Food and/or the KIC partners where relevant. Contractor shall waive all rights relating to such material and shall not reproduce, publish or supply any such material to any third party without EIT Food's prior written approval. Contractor hereby grants to EIT Food an irrevocable, perpetual, non-exclusive, worldwide and free of charge license, with the right to sub-license to the KIC Partners, to any intellectual property of Contractor that is reasonably required by EIT Food to use the material generated by Contractor for EIT Food.

7.2 Nothing herein shall prevent Contractor from using any techniques, ideas or know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to an infringement by Contractor of any intellectual Property Rights of EIT Food and any of the KIC Partners and is not subject to the confidentiality obligation between the Parties.

## 8. LEGAL REQUIREMENTS

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

## 9. GENERAL

### 9.0 Termination and Cancellation other than for the initial term

9.1.1 EIT Food or Contractor may cancel or terminate all or part of a statement of work upon prior written notice (30 days) to the other party.

9.1.2 EIT Food or Contractor may cancel the applicable statement of work in the event the other Party breaches any material term or condition and where such breach remains uncured for more than ten (10) days after the breaching Party is provided written notice of such breach.

9.1.3 EIT Food or Contractor may terminate this Agreement or cancel the applicable statement of work by written notice to the other Party if a proceeding is commenced against the other Party under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within thirty (30) days of its commencement.

9.1.4 Upon expiration or termination of this Agreement or cancellation of a statement of work, Contractor shall cease performance of all Services. EIT Food liability shall be limited to payment of the amount due for Services provided up to and including the date of expiration, termination or cancellation.

### 9.1 Confidential information

9.2.1 "Confidential Information" means any information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. The terms and conditions of this Agreement are

confidential to both Parties.

9.2.2 The Receiving Party shall (a) only use Confidential information to exercise its rights and fulfill its obligations under this Agreement; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.

9.2.3 The Receiving Party's obligation of confidentiality and restriction on use shall not apply to information deemed Confidential Information by the Disclosing Party to the extent that the Receiving Party can reasonably demonstrate that the information was: (i) known to the Receiving Party before receipt from the Disclosing Party under this Agreement without restriction on use or disclosure or a breach of this Agreement at the time of disclosure; (ii) generally available to the public without any breach of this Agreement; or (iii) was independently developed by the Receiving Party without use of the disclosed Confidential information.

9.2.4 Where the Receiving Party is obliged to disclose the Confidential Information, in whole or in part, in order to comply with a court order, a verdict, an administrative act or a statutory requirement, the Receiving Party shall notify the Disclosing Party thereof without delay and in advance of such disclosure and shall support the Disclosing Party in defending against the requirement for disclosure or seeking further protection of such confidential information.

9.2.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information. The Disclosing Party shall only provide such Disclosing Party's own or a third party's Confidential Information where such Disclosing Party has the right to do so.

## **9.2 Publicity**

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

## **9.3 Insurance**

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

## **9.4 Notices**

Any notice or demand described in this Agreement or required by law must be in writing and must be communicated by confirmed facsimile, certified or registered mail, overnight mail or personal delivery addressed as follows:

EIT Food ivzw, Ubicenter A, Philipssite 5 (box 34), B – 3001 Heverlee (hereinafter "EIT Food").  
XXXXXXXXXXXXXXXXXX (hereinafter "Contractor")

The effective date of a notice will be (I) five (5) days following the date mailed for certified or registered letters, (II) two (2) days following the date for overnight letters, or (III) when delivered, if in person. The above addresses may be changed at any time by giving prompt, written notice as provided above.

## **9.5 Settlement of Disputes**

In the event of a dispute ensuing from the interpretation or the performance of this Agreement, the Parties undertake to initially seek a friendly solution. If such solution cannot be reached, the dispute will be for the exclusive competence of courts of Leuven.

## **9.6 Choice of Law**

This Agreement will be governed by the laws of Belgium, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

## **9.7 Assignment**

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

## **9.8 Waiver**

A Party's failure to enforce any right or remedy available under this Agreement or a statement of work will not constitute a waiver of that right or remedy.

## **9.9 Severability**

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

## **9.10 Survival**

All rights and obligations of the Parties, which by their nature would continue beyond termination, cancellation or expiration of this Agreement and/or a statement of work will survive.

## **9.11 Order of precedence**

The Annexes, referenced herein are an integral part of this Agreement. To the extent there is a conflict between this Agreement and a statement of work, this Agreement first, then the statement of work will take precedence and govern.

## **9.12 English Language**

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

## **9.13 Entire Agreement**

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



deemed deleted.

#### **9.14 Conditions from the agreements with the funding authority EIT**

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

Done in two original copies, one for each Party.

EIT FOOD IVZW

By: XXXXXXXX

Title: XXXXX

Signature

Date

The contractor

By: XXXXXXXX

Title: XXXXX

Signature

Date

EIT FOOD IVZW

By: XXXXXXXX

Title: XXXXXXXX

Signature

Date

*The signature of a Party by means of a scan or digitization of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each Party receives a fully signed copy of the Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Agreement.*

ANNEX (Section 2)  
STATEMENT OF WORK

This statement of work is entered into by and between:

EIT Food IVZW, a Belgian international non-profit association having its registered office at EIT Food ivzw c/o, Ubicenter A, Philipssite 5 bus 34, 3001 Heverlee (Leuven), Belgium, (hereinafter "EIT Food").

AND

XXXXXXXXXXXXXXXXXX (hereinafter referred to as the "Contractor")

Together the "Parties" and each separately a "Party".

Pursuant to the Frame Services Agreement entered into between Contractor and EIT Food dated on XXXXXX.

**1. Description of the Services**

1. XXXXXXXXXXXXXXXXXXXX

**2. Compensation**

From XX until XXX, EIT Food will pay the Contractor a maximum fee of EUR XXX + VAT or indirect tax if applicable for the delivery of services identified in Paragraph 1 of Section 2 of this statement of work. This corresponds to XXXX (based on workload needs) working days per week at EUR XXX an hour.

Any additional time and/or services has to be agreed upon in writing.

EIT Food will cover/reimburse the costs of any incidental and/or travel incurred by the contractor while performing the services identified in paragraph 1. Confirmation from EIT Food for each travel/incidental costs during this contract is required and it shall adhere to EIT Food travel and expenses policy. The reimbursements are based on actual costs incurred by the Contractor.

**3. Location**

The Services will be provided remotely.

**4. Payment Conditions**

- Billing Conditions: Payments will be made in monthly instalments: invoices will be paid each month after submission of deliverables achieved at the end of each month along with timesheets (as reviewed and approved by EIT Food).
- Reimbursements based on actual costs related to any incidentals and/or travel costs will be covered by a specific PO number, created to this purpose and provided to the Contractor.
- Payment conditions: within 30 days of invoice
- The Contractor will issue an invoice including the following information:
  - Purchase Order number (to be provided by EIT Food after signature of this Agreement)
  - Invoice date
  - Period over which the goods or services are delivered

- Name, address and VAT number of the Contractor
- Name, address and VAT number of EIT Food
- Description of the goods and services provided within invoicing period
- The used VAT tariff and total amount of the VAT or reverse charging if applicable
- For European-based contractors:
- Bank IBAN and BIC codes to permit international money transfer.
- The payment will be made in Euro's.

## 5. Conflict of Interest

In the execution of this statement of work the Contractor must take all measures to prevent any situation where impartial and objective review of applications (during screening, due diligence, final selection and thereafter) is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("conflict of interest").

Contractor must inform EIT Food without delay of any situation constituting or likely to lead to a conflict of interest and immediately take all the necessary steps to rectify this situation.

EIT Food may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

## 6. Term

This statement of work will enter into force on XXXX and will terminate on XXXX.

EIT FOOD IVZW

The Contractor