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Request for proposals

**Strategic Communications & Public Relations for The
Action on Food Hub at COP29**

EIT Food – Making Food Innovation Happen

Knowledge & Innovation Center on Food,
part of the European Institute of Innovation and Technology (EIT)

<http://www.eitfood.eu>

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1. Introduction

The **Action on Food Hub** is a collaboration between three food pavilions: **Food Systems Partnership** (convened by [EIT Food](#)), **Food4Climate Pavilion** (convened by [ProVeg International](#)), and the [Future Economy Forum](#). The pavilions are coming together at COP29 and beyond to create **#ActionOnFood**. This one pavilion will be a space for the entire food and agriculture community to come together to engage with the international climate negotiations.

The **Action on Food Hub** would like to select a **Strategic Communications & PR agency experienced in working with blue zone pavilions at the COP to amplify its voice in the run up to and during COP29**. We invite interested parties to send us a proposal covering scope of work defined in this Request for Proposals.

The selected agency will sign a 5-month contract with EIT Food on behalf of the Action on Food hub.

The submission deadline is **6th August 2024, 10.00 am CET**.

Contractors should make sure to include all the costs as described below in their offer.

2. Overview of EIT Food

EIT Food is Europe's leading food innovation initiative, working to make the food system more sustainable, healthy and trusted.

The initiative is made up of a consortium of key industry players, startups, research centres and universities from across Europe. It is one of eight Innovation Communities established by the European Institute for Innovation & Technology (EIT), an independent EU body set up in 2008 to drive innovation and entrepreneurship across Europe.

EIT Food aims to collaborate closely with consumers to develop new knowledge and technology-based products and services that will ultimately deliver a healthier and more sustainable lifestyle for all European citizens.

For more information about our company please visit the following website: www.eitfood.eu

3. Overview of the Action on Food hub

The **Action on Food Hub** is a collaboration between three food pavilions: **Food4Climate Pavilion, Food Systems Partnership, and Future Economy Forum**, who are coming together at COP29 and beyond to create **#ActionOnFood**

The pavilion will comprise many spaces for different types of engagement. The Action On Food team coordinating team are donating resources to manage these spaces:

- Plenary
- Policy zone
- Round tables
- Space for networking
- Meeting rooms for the community to use

The Action on Food Hub will be an inclusive space for dialogues, collaboration and partnerships and elevate the voice of marginalised communities within this. We will cover a full food systems approach: from soil to landfill, and seek to have a positive impact on both negotiated and non-negotiated outcomes from the COP.

Programming will be via multistakeholder consortia in the plenary and round table spaces. The Policy zone will feature activities such as briefings, working sessions, and policy-specific announcements. It will be a space for the whole community to engage with the negotiations.

4. Scope of work

COP29 will take place in Baku, Azerbaijan 11 Nov 2024 – 22 Nov 2024

General objectives for selected agency

Communications in the Action on Food hub needs to cover the following areas:

Awareness: Build awareness of the positive role that food systems can play in the fight against climate change, including on specific solutions, and advocating for action across the Action on Food Hub's core policy asks (tbd by the policy working group).

Influence: Advocate for the inclusion of food and agriculture in [NDCs](#), raising awareness of the role of food systems in climate mitigation, adaptation and resilience in the climate negotiations.

Shape: Pitch relevant news announcements and secure opportunities for food systems experts to share commentary via the media throughout COP29

Inform: Achieve high profile media coverage and encourage collaborative dialogue on social media which galvanises action on food systems.

Detailed work scope

- Craft a strategic communications plan and impactful message framework for the Action on Food hub, working closely with programmatic consortia partners to build consensus around themes and messaging.
- Cultivate and secure high-impact media relationships and coverage in top tier media outlets to make the Action on Food Hub the leading voice in driving the conversations on food systems with the goal of influencing policy and inspiring the public to act for people and planet.
- Ensuring that coverage has global representation.
- Amplify the voice of the Action on Food hub in the run up to and during COP29
- Amplify the voice of underrepresented and marginalised groups in the food systems community such as farmers, youth, indigenous communities and global south-based organisations

Deliverables

Pre-COP

- Develop key message framework for the Action on Food Hub, including supporting statistics and Q&A document
- Develop and deliver a social media strategy, key messaging, content and campaign for the Action on Food Hub
- Provide support and join calls with to the Policy, Consortia and Round table working groups
- Prepare pre-COP briefing sessions with Action on Food Hub lead spokespeople to cover messaging, toolkit, other developed resources and information

During COP

- Onsite support from 2 agency team members for the duration of COP29
- Pitch reactive quotes from the Action on Food Hub to media on the ground throughout COP29
- Secure high-level media mentions for the Action on Food Hub spokespeople
- Secure pieces of coverage with high viewership
- Generate global coverage
- Develop and share monthly community newsletters ahead of and post COP29 and daily newsletters during COP29

Post-COP

- Develop and deliver a post event survey capturing session attendance metrics, speaker experience as well as an insights survey of the Action On Food hub stakeholders
- Deliver a post event evaluation report covering key deliverable metrics achieved, successes/outcomes and learnings
- Provide a monthly budget expenditure update during the course of the project and a comprehensive budget report post-event (within the agreed deadline) reflecting list of expenditures with linked invoices.

Methodology and organisation of work

The Action on Food Hub is a collaboration between three food pavilions: Food4Climate Pavilion, Food Systems Partnership, and Future Economy Forum. The pavilions are coming together at COP29 to create one pavilion, a space for the entire food community and the joint consortia leading the pavilion programming to come together to engage with the international climate negotiations. The Action on Food Hub is being coordinated by EIT Food.

As the coordinator, EIT Food will lead the collaboration (on behalf of the Action on Food Hub and its consortia) with the selected agency and act as main point of contact. However, the agency will be expected to work with all three food pavilions and the consortia (leading the pavilion programming) leading up to, during and after COP29.

A kick-off meeting with the selected agency will be organised to initiate the project and share all the necessary information.

The selected agency will be expected to adopt detailed planning for the execution of all agreed strategic communications & PR-related activities and will have regular calls with the Action on Food Hub team. The agency will also be expected to appoint a main point of contact who will liaise with the Action on Food Hub team and coordinate the work on the agency side.

Timing and planning

August - December 2024

5. Proposal Process

5.1. Participation

Participation in this proposal procedure is open to all tenderers.

5.2. Submission of proposal

	Date
Sending out RFP invitations to the potential suppliers	23 July 2024
Deadline for requesting clarification from EIT Food: August	31 July 2024
Deadline for submitting proposals:	6 August 2024, 10.00 am CET
Intended date of notification of award	9 August 2024
Intended date of contract signature	14 August 2024

Proposals must be emailed in **English** to the following address to:

Contact name: for the attention of Mr Mathias Charles

E-mail: fsp@eitfood.eu

The proposal shall contain:

- **the technical response to the service requested (point 3)**
- **the financial offer (the price for the services)**

The Financial offer shall be expressed in Euros, VAT shall be indicated separately.

Responses should be concise and clear. The tenderer's proposal will be incorporated into any contract that results from this procedure. Tenderers are, therefore, cautioned not to make claims or statements that they are not prepared to commit to contractually. Subsequent modifications and counter-proposals, if applicable, shall also become an integral part of any resulting contract.

The tenderer confirms that the individual submitting the natural or legal entity's proposal is duly authorized to bind its entity to the proposal as submitted. The tenderer also confirms that it has read the instructions to tenderers and has the experience, skills and resources to perform, according to conditions set forth in this proposal and the tenderers' proposal.

5.3. Validity of the proposals

Tenderers are bound by their proposals for 90 days after the deadline for submitting proposals or until they have been notified of non-award.

The selected winner must maintain its proposal for a further 60 days to close the contract.

Proposals not following the instructions of this Request for Proposal can be rejected by EIT Food.

5.4. Requests for additional information or clarification

In case the tenderers require additional information or clarifications, these should be addressed to the person indicated below. All communication between EIT Food and tenderers is only possible in writing, all requests will be done and answered by e-mail only. All questions should be sent prior to deadline for requesting clarification as specified in Section 3.1. In case of complex or high value procurements, EIT Food may arrange a clarification session of which it will inform all tenderers.

Contact name: for the attention of Mr Mathias Charles

E-mail: fsp@eitfood.eu

EIT Food has no obligation to provide clarification.

5.5. Costs for preparing proposals

No costs incurred by the tenderer in preparing and submitting the proposal are reimbursable. All such costs must be borne by the tenderer.

5.6. Clarification related to the submitted proposals

After submission of the proposals, they shall be checked if they satisfy all the formal requirements set out in the proposal dossier. Where information or documentation submitted by the tenderers are or appears to be incomplete or erroneous or where specific documents are missing, EIT Food may request the tenderer concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. All communication between EIT Food and tenderers is only possible in writing, all requests will be done and answered by e-mail only.

5.7. Negotiation about the submitted proposal

After checking the administrative compliance of the tenderers, EIT Food reserves the right to negotiate the contract terms with the tenderers. In this negotiation EIT Food may ask all tenderers to adjust the proposal or specific sections of the proposal within an appropriate time limit. In case of negotiation, EIT Food shall provide further information about the proceedings and timing.

5.8. Evaluation of proposals

The quality of each proposal will be evaluated in accordance with the below mentioned award criteria. The award criteria will be examined in accordance with the requested service indicated in Section 2 of the document.

Award criteria:

1. Project experience and competences of the members of the proposed project teams (maximum: 20 points)
2. Methodology approach of project and proposed project implementation (maximum: 20 points)
3. Policy experience in Food Systems and international negotiation processes (maximum: 20 points)

Total technical score: 60 points maximum

4. Price or total cost: lowest offered expert unit price shall receive the highest score; the score for other offers shall be calculated in relation to that in linear equation (maximum: 40 points)

Total financial score: 40 points maximum

Total maximum score: 100 points

The results of the award procedure will be communicated in writing (via e-mail) to the successful and unsuccessful tenderers.

5.9. Appeals/complaints

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Appeals should be addressed to EIT Food. The tenderers have **10** calendar days to file their complaints from the dispatch of the award notification e-mail

5.10. Signature of contract

Please refer to Annex 1 for the template contract that shall apply to this procedure. Any changes desired by the tenderer in the provisions contained in the body of this Service Agreement must be communicated to EIT Food as part of the proposal of such tenderer. Any such changes will be considered as part of the evaluation of the proposal of each tenderer

Within 5 days of receipt of the contract from EIT Food, the winning tenderer shall sign and date the contract and return it to EIT Food. Upon receipt, EIT Food shall countersign and return one signed copy of the contract to the winning tenderer.

5.11. Cancellation of the proposal procedure

In the event of cancellation of the procurement procedure, EIT Food will notify tenderers of the cancellation. In no event shall EIT Food be liable for any damages whatsoever including, without limitation, damages for

loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Food has been advised of the possibility of damages.

5.12. Ethics clauses / Corruptive practices

EIT Food reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, EIT Food may refrain from concluding the Contract.

The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

The supplier should immediately inform EIT Food if there is any change in the above circumstances at any stage during the implementation of the tasks.

6. Annexes

6.1. Annex I: Declaration of Honour

REFERENCE: _____ -

I, the undersigned, _____, acting as _____, tenderer in the aforementioned contract hereby confirm:

- that on the date of the submission of the proposal for this request for services, the organization that I represent and the staff proposed for this tender are not subject to a conflict of interest in the context of this specific contract. A conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest;
- that I will inform EIT Food iVZW without delay of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- that the organization that I represent and the staff proposed have not made and undertake not to make any offer of any type whatsoever, from which an advantage could be derived in connection with this contract;
- that the organization that I represent and the staff proposed have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the performance of the contract;
- that I am aware that EIT Food iVZW reserves the right to check this information, and I realize the possible consequences that may arise from any false declaration in providing the information required by EIT Food iVZW in order to participate in the specific contract.

Date:

Full name:

Signature:

6.2. Annex II: Extended Services Agreement

The undersigned

1. **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 [.] acting as [.] and [.] acting as [.]

And

2. _____, with registered address at _____ and registered under the number _____ Vat Nr: _____ herein represented by Mr. _____ (hereinafter referred to as the "Contractor" and/or the Party)

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

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 procurement procedure in accordance with its own procurement policy, in which it launched a request for proposals (RFP) for the scouting and outreach to select new applicants for Business creation programmes in 2022 (hereinafter "the Assignment").
- Contractor specializes in _____. The Contractor is in mentioned capacity, able and willing to provide services and/or deliveries according to the RFP Documents.
- Contractor has submitted his Offer on [.] (hereafter referred to as the Tender).
- The Tender of Contractor was scored as the offer which is expected to obtain 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 of the current year, 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.
- Terms defined in the RFP shall have the same meaning in this Agreement unless otherwise provided for.

The following are agreed as follows:

Article 1 – General provisions / Definitions

Agreement – This service agreement and/or agreement to delivery on which the Assignment is executed in accordance with the RFP Documents.

Annex(es) – Integrated part of this Agreement as documented in an attachment to this Agreement.

Assignment – The complete services and/or products that the Contractor will deliver in accordance to the Agreement. The Assignment is explicitly described in article 2 and in the Annexes (for the details).

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.

Consortium – A combination of legal entities in the capacity of Contractor who are individually jointly and severally liable for the performance of the Assignment.

Contractor – The legal entity (or entities in a Consortium) that submitted the proposal in accordance to the Assignment and corresponding requirements as discussed with EIT Food IVZW.

PA (Partnership Agreement) - T shall mean the agreement laying down the general terms and conditions under which the KIC EIT Food must operate as an Institutionalised European Partnership, entered into by and between the EIT and KIC LE, for a duration of 4 years, with an effective date of January 1, 2021.

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.

RFP (Request for Proposals) – Underlying document which Contractor was asked to submit its Tender provided that it was fulfilling the minimum requirements.

RFP Documents – All documents that are provided by EIT Food during the procurement procedure.

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.

GA – (Grant Agreement) The Agreement that sets out specific terms and conditions and rights and obligations that are applicable to the specific grants awarded to EIT Food.

Tender /Proposal – 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.

Third parties – All parties except: EIT Food, the Contractor and all their legally affiliated parties.

Article 2 – Object of the agreement

1. Contractor undertakes to provide the services and/or deliveries for EIT Food as provided for in this Agreement, as further described in the Tender and the RFP Documents. The Services/Deliveries/Main objectives of the Assignment are described in the Detail of Final Services to be provided and Budget : **Annex I**

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:

- a. The Agreement;
 - b. RFP (Annex I);
 - c. Proposal (Annex II);
 - d. Declaration of honour (Annex III)
2. All provisions on Contractor's forms including terms and conditions are deemed deleted.
 3. If any of the provisions of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement will be construed as if it did not contain the invalid or unenforceable provision(s).
 4. This Agreement and all documents referenced herein or attached hereto, including the documents mentioned in article 2.1 constitute the entire agreement of the Parties with respect to its subject matter, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein.
 5. 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

Article 3 – Duration of the Agreement

1. This agreement starts at the date of signature (hereinafter: “the Effective Date”) and terminates in[.]. 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.
2. The execution and/or terms of the Assignment shall be completed

Article 4 – Execution of the work/delivery

1. Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.
2. Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.
3. Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment. For the remainder Contractor will, when carrying out the Assignment, take reasonable wishes of EIT Food into account where possible.
4. It is the responsibility of Contractor to further adjust the execution of the Assignment to changing conditions. Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with EIT Food in a timely matter.
5. Contractor shall immediately notify EIT Food of the (partial)completion of the Assignment, if EIT Food would otherwise not be aware of it.
6. Contractor reports on a weekly basis to which extent issues have occurred during the execution that influence the execution of the Assignment, and which are outside its control and responsibility.
7. Neither Party shall be liable for delays in performance or non-performance, in whole or in part - except for payments due - resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, pandemics and epidemics declared as such by the competent international or domestic health authorities, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.
8. Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed matter and are carried out properly and completely. Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays, or other reasons for the absence of personnel engaged for the services. Contractor will immediately take the necessary measures to make the required facilities and/ or the deployment of replacement personnel.
9. Contractor shall refrain from changing key personnel during the execution of this Agreement. In the event that key personnel will have to be replaced, Contractor shall consult with EIT Food regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with Contractor. Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.
10. The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. 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.
11. EIT Food expressly agrees that Contractor also performs services and/or deliveries for other clients, if this doesn't interfere with the proper execution of the Assignment between EIT Food and Contractor and/or it doesn't harm (other) interests of EIT Food.
12. Neither Party to this Agreement shall have any authority to bind the other to any obligation with any third party.

13. The failure of either Party to strictly enforce any of the terms or conditions of this Agreement shall not be considered a waiver of any right hereunder. If any term or provision of this Agreement is declared invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each term and provision of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law.
14. Contractor may not transfer its rights and obligations ensuing from this Agreement to third parties in whole or in part without prior written permission from the EIT Food. Conditions can be attached to the permission.

Article 5 – Remuneration and terms of payment

1. Fees The total price for the assignment amounts to _____ Euro € (_____) as indicated in the Proposal : Annex II.
2. The price specified by the Contractor is in euros and excluding VAT.
3. The price remains unchanged during the term of this Agreement. Any additional third-party costs for products and services not described in this contract will only be executed with the prior written consent of EIT Food

Article 6 – Taxes and invoicing

1. The remuneration mentioned in article 5.1 will be invoiced by Contractor as follows:

The remuneration will be charged by Contractor to EIT Food via a digital invoice addressed to invoices@eitfood.eu and nariis.chakir@eitfood.eu

2. Failure to comply with the requirements set out in this Agreement may result in non-timely payment without Contractor being able to derive any right therefrom and will not lead to any obligations of EIT Food.
3. EIT Food shall make payment of a correct and undisputed invoice within thirty (30) days after receipt of the invoice. A “correct” invoice is an invoice that meets EIT Foods invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the Services ordered and provided. In the event that the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.
4. EIT Food will, without prejudice to its obligation to pay, pay Contractor an interest equal to the statutory interest over the period after expiry of the said term that the invoice is stayed unpaid for invoices that remain unpaid for more than 30 days from the date of receipt of the invoice.
5. EIT Food is entitled to suspend payment of invoices or to automatically repay the amount collected by Contractor in case of alleged material misstatement of the facts. EIT Food objects to Contractor’s invoice before expiry of the payment period or within 30 days of direct debit. In that case Contractor will remain liable for the execution of the Agreement.
6. Invoices shall be paid electronically by EIT Food to the banking institution/account number provided by Contractor, namely _____. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the applicable account numbers to EIT Food thirty (30) days prior written notice.
7. 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.
8. The specified fees 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.
9. EIT Food shall be responsible for any applicable sales taxes (“Transfer Taxes”) with respect to the prices paid for the services and/or deliveries 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 and/or deliveries are exempt from Transfer Tax.

10. Except as otherwise provided in this Agreement, all duties, taxes and social insurance contributions (“Taxes”) arising out of or relating to Contractor’s performance under this Agreement will be paid by Contractor. If the EIT Food so requests, payment receipts from the Tax and/or other Authorities concerning the Contractor and its subcontractors will be provided within one month.

Article 7 – Confidentiality

1. The Receiving Party shall (a) only use Confidential Information to exercise its rights and fulfil its obligations under this Agreement; and (b) maintain the confidentiality of Confidential Information and not disclose Confidential Information to any third party.
2. Parties are required to secrecy against third parties regarding confidential information obtained from the (pre-) contractual relationship and/or obtained during and/or after termination of this Agreement that regards one or both parties.
3. Contractor is not permitted to reproduce, disclose, or exploit any correspondence produced by EIT Food, contracts and/or other proprietary products with or without third party involvement, without EIT Foods prior written consent.
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.
5. In accordance with EIT Foods written instructions, Contractor will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information to EIT Food.
6. Breaching/violating these obligations are penalized by a direct payment of 10.000,- Euro per offense.

Article 8 – Intellectual property

1. All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of Contractor’s activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vest with EIT Food. EIT Food shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.
2. Contractor shall waive all rights relating to such results and shall not reproduce, publish, or supply any such results to any third party without EIT Foods prior written approval.
3. Contractor is not permitted to use the word / figurative mark or other intellectual property rights of EIT Food in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of EIT Food.
4. Breaching/violating these obligations are penalized by a direct payment of 10.000,- Euro per offense.

Article 9 – Indemnity, liability and insurance

1. The services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with EIT Food on time. Contractor indemnifies, hold harmless and defend the EIT Food against all claims in this regard.
2. 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 EIT Food be liable to Contractor for any special indirect, punitive, incidental or consequential damages resulting from or arising out of or relating to this Agreement, even if EIT Food has been informed of the possibility of those damages.

3. Contractor will indemnify, defend and hold harmless EIT Food, its employees, agents, and the KIC Partners (“indemnitees”) 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 and/or deliveries, or any person or deliverable furnished by Contractor except to the extent directly caused by the negligence or wilful misconduct of EIT Food or Indemnitees; (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, e and compliance with law.
4. Contractor will provide EIT Food, upon request, certificates or proof of insurance that are sufficient to cover the obligations of Contractor under this Agreement. Contractor is in this regard insured by a professional liability insurance with a minimum coverage of _____ per year.

Article 10 - Special conditions

1. Contractor acknowledges the obligations of EIT Food under the PA and the GA, that EIT Food receives grants from the European Institute of Innovation and Technology and that EIT Food has the obligation to comply with controls, checks and audits and investigations (hereinafter “Audits”) that may be carried out by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). Contractor shall do everything that is necessary to enable EIT Food to comply with these obligations.
2. More in particular, Contractor acknowledges and agrees that the European Institute of Innovation and Technology, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the Model Grant Agreement (GA) also towards Contractor. Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by Contractor.

Article 11 – Termination of the agreement

1. EIT Food is allowed to terminate this Agreement in the event Contractor breaches any material term or condition that relates to or arises from this Agreement (including all documents mentioned in article 2.1) and where such breach remains uncured for more than thirty (30) days after Contractor is provided with written (e-mail) notice of such breach. However, in the event that the breach cannot be cured, EIT Food is entitled to terminate this Agreement up on written notice with immediate effect.
2. EIT Food is allowed to terminate this Agreement by written (e-mail) notice to Contractor if a proceeding is commenced against Contractor under any bankruptcy code and such proceeding has not been discharged, dismissed or terminated within sixty (60) days of its commencement.
3. If EIT Food enters a provisional termination of the Agreement, EIT Food will immediately pay the invoices that are approved by it for services and/or deliveries already rendered.
4. If EIT Food and/or Contractor is no longer able to comply with the Agreement by law of government and/or supranational institutions and/or by the development of the law and/or changes in the PA and/or GA, EIT Food has the right to terminate the Agreement in a whole or partly, without any liability. The resulting situation will be reviewed by parties in good consultation.
5. Upon expiration or termination of this Agreement, Contractor shall cease performance of all services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by EIT Food. EIT Foods liability shall be limited to payment of the amount due for services provided up to and including the date of expiration, termination or cancellation.

6. The termination or expiration of this Agreement will not affect the survival and continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration of this Agreement.

Article 12 – Applicable law and competent court

1. This Agreement, any subsequent agreements and/or any out of this Agreement forthcoming legal relationships between EIT Food and Contractor is governed by Belgium law, excluding its choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.
2. Unless the law diverges compulsively, the court in Leuven (Belgium) is authorized to settle disputes between Parties.
3. EIT Food and Contractor will however only appeal to the court after they have made every effort to settle the dispute by mutual understanding.

Article 13 – Final Provisions

1. This Agreement shall apply to, inure to the benefit of and be binding upon the Parties hereto and upon their respective successors and permitted assigns. Neither Party may assign this Agreement without the other's written consent which shall not be unreasonably withheld. Any attempted assignment not in compliance with this subsection will be null and void.
2. 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.
3. Parties agree to waive the obligations resulting from article 1325 of the Belgian civil code, and agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

Thus, agreed and signed per Esigning

To Leuven dated [.]