

EIT Manufacturing Framework Agreement

Between

EIT Manufacturing ASBL an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) duly incorporated under the laws of France, with its registered office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France (hereinafter referred to as "the EITM or the Association"),

of the one part,

and

XXXX a company (number [REGISTERED NUMBER]) duly incorporated under the laws of XXX, having its registered office at XXXXXXXXXXXX (hereinafter referred to as "the Supplier"),

of the other part,

both referred as the Parties,

Whereas the EITM launched a Request for Proposal (RfP) TITLE XX dated XXXXX on its website for services XXXX inviting potential suppliers to submit their proposals.

Whereas the Supplier was selected, as the supplier of a framework contract for lot X at the conclusion of the evaluation process, on the basis of its proposal submitted on ...DATE.... in response to the RfP.

This Framework Contract contains all the conditions for concluding and executing Specific Contracts.

THE PARTIES HAVE AGREED:

The **Commercial Terms** and the following Annexes:

Annex I	Standard Terms and Conditions
Annex II	Specific Contract Template
Annex III	Request for Proposal XXX (RfP)

Annex IV Supplier's Bid (Title, Date)]

which form an integral part of this Agreement (hereinafter referred to as “the Agreement” or “FWC”).

Subject to the above, the several instruments forming part of the Agreement are to be taken as mutually explanatory. However, if there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list above shall have precedence over one contained in a document lower in the list. The Commercial Terms of this Agreement shall take precedence over all Annexes.

I. COMMERCIAL TERMS

I.1. SUBJECT

- I.1.1** The subject of the Agreement is the provision by the Supplier to the EITM of services regarding XXXXX as set out in the Annexed RfP. The services may be required at any time until the term of the Agreement.
- I.1.2** Upon implementation of the FWC, the Supplier shall execute the tasks in accordance with the Annexed RfP and Supplier's Bid.
- I.1.3** The FWC does not confer on the Supplier any exclusive right to provide the services referred to in the Tender specifications.
- I.1.4** Signature of the FWC imposes no obligation on the Office to purchase.
- I.1.5** Only the implementation of the FWC through Specific Contracts is binding on the Office.
- I.1.6** All Specific Contracts implementing the FWC shall conform to the terms set out therein.

I.2. DURATION

- I.2.1** The Agreement shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation or execution of the tasks commence before the date on which the Agreement enters into force.

I.2.3 The Agreement is concluded for a period of XX year(s) with effect from the date on which it enters into force. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.

I.2.4 Specific Contracts shall be signed before the Agreement to which they refer expires. The Agreement shall continue to apply to such Specific Contract(s) after its expiry. They shall be executed no later than six months from expiry.

I.2.5 The Agreement shall be renewed automatically up to XX times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other at the latest one month(s) before expiry of the Agreement. Renewal does not imply any modification or deferment of existing obligations

I.3. AGREEMENT PRICES

I.3.1 The estimated maximum total amount under the Framework Agreement shall be XXX EUR for the whole period of duration including renewals (maximum XX years) and XXX EUR as an indicative but not mandatory amount for the initial one-year period and each of any additional one-year period, covering all tasks executed (including costs for travel and other expenditures). However, this does not bind the EITM to purchase for the maximum amount.

The price indicated in the Specific Contract(s) covers any fees payable to the Supplier in relation to the vesting of rights in the EITM and where applicable the transfer of rights to the EITM and any use of the results by the Association.

I.3.2 Prices shall be expressed in EUR.

I.3.3 Prices shall be fixed according to proposal in the Annexed Supplier's Bid and not subject to revision for implementation during the first year of duration of the Agreement. After that period, the prices or fees may be subject to revision on the basis of indexation upon approval of EITM on renewal of the Framework Contract.

I.4. PAYMENTS AND IMPLEMENTATION OF THE AGREEMENT

I.4.1 Implementation of the multiple framework Agreements

When the EITM wants to request services, the EITM will send a request for services by e-mail to the Supplier.

Within five (5) working days of the request for services being sent, the Suppliers shall express to the Association in writing, by e-mail, their availability to carry out the services.

Within XX working days of an order or specific contract being sent by the EITM to the supplier, the EITM shall receive it back duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the supplier signs the Specific contract, unless a different date is indicated on the specific contract.

I.4.2 Interim payment

For total amounts of EUR XXX or above including expenditures, the Supplier may receive an interim payment.

If interim payment is foreseen in a Specific Contract or Annexed RfP, the Supplier shall submit an admissible invoice, referencing this Agreement and specific Contract concerned, for an interim payment equal to the percentage of the total price referred to in a Specific Contract or the Annexed RfP.

Invoices for interim payment shall be admissible if accompanied by an interim report or deliverable(s) in accordance with the instructions laid down in the relevant RfP or Specific Contract.

The EITM shall have twenty (20) days from receipt to approve or reject the interim report or deliverable(s), and the Supplier shall have twenty (20) days in which to submit additional information or a new interim report or deliverable(s), at no additional cost for the Commission.

Provided the interim report or deliverable(s) have been approved, the EITM shall have thirty (30) days from the date of receipt of the relevant invoice to pay an interim payment.

Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

I.4.3 Payment of the Fee

Upon completion of the tasks referred to the Specific Contract or Annexed RfP, the Supplier shall submit an admissible invoice, referencing this Agreement and the Specific Contract concerned, for payment of the fee.

The invoice shall be admissible if accompanied by the final report or deliverable(s) in accordance with the instructions laid down in the relevant Specific Contract or Annexed RfP.

The EITM shall have twenty (20) days from receipt to approve or reject the final report or deliverables, and the Supplier shall have twenty (20) days in which to

submit additional information or a new final report or deliverable, at no additional cost for the Association.

Provided the final report has been approved, the EITM shall have thirty (30) days from the date of receipt of the relevant invoice to pay the fee. For the avoidance of any doubt, payments shall be executed only if the Supplier has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.4.4 Suspension of payment

The EITM may suspend the payment periods specified in Article I.4.3 at any time by notifying the supplier that its invoice cannot be processed. The reasons the EITM may cite for not being able to process an invoice are:

- (a) because it does not comply with the FWC;
- (b) because the supplier has not produced the appropriate documents or deliverables; or
- (c) because the EITM has observations on the documents or deliverables submitted with the invoice.

The EITM must notify the Supplier as soon as possible of any such suspension, giving the reasons for it. In cases b) and c) referred above, the EITM shall notify the Supplier the time limits to submit additional information or corrections or a new version of the documents or deliverables if the EITM requires it.

Suspension takes effect on the date the EITM sends the notification. The remaining payment period resumes from the date on which the requested information or revised documents are received, or the necessary further verification is carried out. Where the suspension period exceeds two months, the Supplier may request the EITM to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in b) and c) of this Article and the new document produced is also rejected, EITM reserves the right to terminate the Specific Contract in accordance with Article I.7.

I.4.5 Reduction in price Quality standards

If the supplier fails to provide the service in accordance with the FWC or a specific contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the RfP ('low quality delivery'), the EITM may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low-quality delivery. This includes in particular cases where the EITM cannot approve a result, report or deliverable after the supplier has submitted the required additional information, correction or new version. **Procedure**

The EITM must formally notify the supplier of its intention to reduce payment and the corresponding calculated amount.

The supplier has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the supplier submits observations, the EITM, taking into account the relevant observations, must notify the supplier:

- (a) of the withdrawal of its intention to reduce payment; or
- (b) of its final decision to reduce payment and the corresponding amount.

Claims and liability

Any reduction in price does not affect the supplier's actual or potential liability or the EITM's rights under Section 11 of the Annexed standard Terms and Conditions.

I.5. BANK ACCOUNT

Payments shall be made to the Supplier's bank account denominated in EUR identified as follows:

Name of bank:

Address of branch in full:

Exact designation of account holder:

Full account number including codes:

[IBAN code:]

I.6. NOTIFICATIONS

Any communication relating to the Agreement or to its implementation shall be made in writing in paper or electronic format and shall reference the Agreement and the relevant Specific Contract. Ordinary mail shall be deemed to have been received by the EITM on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The reference date of electronic communications will be the date of their sending. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses: EIT

Manufacturing:

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company*
name]
[*Official address in full*]
[*e-mail*: []]

Supplier :

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company name*]

[*official address in full*]
[*email* : []]

I.7. TERMINATION OF THE FWC

I.7.1. Grounds for termination by EITM

The EITM may terminate the FWC or any on-going specific contract in the following circumstances:

- a) if the supplier is unable, through its own fault, to obtain any permit or licence required for implementation of the FWC;
- b) if the supplier or any person that assumes unlimited liability for the debts of the supplier is in one of the situations provided for in points (a) and (b) of Article 136(1) of the Financial Regulation¹ ;
- c) if the supplier or any related person is in one of the situations provided for in points (c) to (h) of Article 136(1) or to Article 136(2) of the Financial Regulation;
- d) if the procedure for awarding the FWC or the implementation of the FWC prove to have been subject to irregularities, fraud or breach of obligations;
- e) if the supplier does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
- f) if the supplier is in a situation that could constitute a conflict of interest or a professional conflicting interest as referred to in Article I.11;
- g) if a change to the supplier's legal, financial, technical, organisational or ownership situation is likely to substantially affect the implementation of the FWC or substantially modify the conditions under which the FWC was initially awarded or a change regarding the exclusion situations listed in Article 136 of Regulation (EU) 2018/1046 that calls into question the decision to award the contract;
- h) in the event of force majeure, where either resuming implementation is impossible or the necessary ensuing amendments to the FWC or a specific contract would mean that the RfP are no longer fulfilled or result in unequal treatment of tenderers or suppliers;

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32018R1046>

- i) if the needs of the EITM change and it no longer requires new services under the FWC; in such cases ongoing specific contracts remain unaffected;
- j) if the supplier is in breach of the data protection obligations resulting from section 9 of the Annexed Standard Terms and Conditions;

I.7.2. Grounds for termination by the supplier

The supplier may terminate the FWC or any on-going specific contract if the EITM fails to comply with its obligations, in particular the obligation to provide the information needed for the supplier to implement the FWC or to perform a specific contract as provided for in the RfP.

I.7.3. Procedure for termination

A party must formally notify the other party of its intention to terminate the FWC or a specific contract and the grounds for termination.

The other party has 10 days following the date of receipt to submit observations, including the measures it has taken or will take to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

If the other party submits observations, the party intending to terminate must formally notify it either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the event of cases c), d), and h) of Article I.7.1 the termination takes effect on the day following the date on which the supplier receives notification of termination. In all other cases, the date on which the termination takes effect must be specified in the formal notification.

In addition, at the request of the EITM and regardless of the grounds for termination, the supplier must provide all necessary assistance, including information, documents and files, to allow the EITM to complete, continue or transfer the services to a new supplier or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the supplier's assistance unless such plan is already detailed in other contractual documents or in the tender specifications. The supplier must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

I.7.4. Effects of termination

For the cases under Article I.71. the supplier is liable for damage incurred by the EITM as a result of the termination of the FWC or a specific contract, including the additional cost of appointing and contracting another supplier to provide or complete the services, except if the damage is a result of a termination in accordance with Article I.7.1(h), or (i). The EITM may claim compensation for such damage.

The supplier is not entitled to compensation for any loss resulting from the termination of the FWC or a specific contract, including loss of anticipated profits, unless the loss was caused by the situation specified in Article I.7.2. ⁸The supplier must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days of the date of termination, the supplier must submit any report, deliverable or result and any invoice required for services that were provided before the date of termination.

I.7.5. Termination by either contracting party without grounds

Either contracting party may, of its own volition and without being required to pay compensation or provide the grounds, terminate the Agreement by serving a three-month formal prior notice.

If the FWC or a specific contract is terminated:

- (a) neither party is entitled to compensation;
- (b) the Supplier is entitled to payment only for the services provided before termination takes effect.

I.8. EXPLOITATION OF THE RESULTS OF THE FWC

In accordance with the Annexed Standard Terms and Conditions whereby the EITM acquires ownership of the results as defined in this FWC, including the RfP, these results may be used in particular but not exclusively for any of the following modes of exploitation:

- a) XXXXXXXXXXXXXXXXXXXX

I.9. CONFLICT OF INTEREST

The Supplier must take all the necessary measures to prevent any situation of conflict of interest or professional conflicting interest.

The Supplier must notify the EITM in writing as soon as possible of any situation that could constitute a conflict of interest or a professional conflicting interest during the implementation of the FWC. The Supplier must immediately take action to rectify the situation.

The EITM may do any of the following:

- (a) verify that the Supplier's action is appropriate;

- (b) require the Supplier to take further action within a specified deadline; (c) decide not to award a specific contract to the Supplier.

The Supplier must pass on all the relevant obligations in writing to:

- (a) its personnel;
- (b) any natural person with the power to represent it or take decisions on its behalf;
- (c) third parties involved in the implementation of the FWC, including

subcontractors.

The Supplier must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

I.10. AMENDMENTS

Any amendment to the FWC or a specific contract must be made in writing before all contractual obligations have been fulfilled. A specific contract does not constitute an amendment to the FWC.

Any amendment must not make changes to the FWC or a specific contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers or Suppliers.

I.11. SEVERABILITY

Each provision of this FWC is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the FWC. This does not affect the legality, validity or enforceability of any other provisions of the FWC, which continue in full force and effect.

I.12. SIGNATURE

The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Specific Contract. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

For the EITM

Name

Position

Palaiseau, Date

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For the Supplier

Name

Position

Location, Date

In duplicate in English

**ANNEX I STANDARD TERMS AND
CONDITIONS FOR SUPPLY OF GOODS OR
SERVICES TO EIT MANUFACTURING
(STANDARD TERMS & CONDITIONS)**

1 INTERPRETATION

In these Standard Terms & Conditions the following words have the following meanings:

Background IPR means any and all Intellectual Property Rights which were already in possession of a party before the starting date of the agreement and/or which were generated by a party outside the scope of the Services.

EIT Manufacturing means EIT Manufacturing ASBL. (or the applicable identified subsidiary) purchasing the Goods or acquiring Services from the Supplier.

Agreement means the agreement between EIT Manufacturing and the Supplier comprising: (i) the Commercial Terms, (ii) these Standard Terms & Conditions

Employment Liabilities means all claims, demands, losses, liabilities, actions, proceedings, damages, compensation, awards, judgements, fines, costs (including legal and professional costs) and expenses.

Fees means the fees specified in the Agreement as payable in exchange for the Services.

Foreground IPR means any invention or discovery (whether patentable or not), copyright, trademark, design right or confidential know-how conceived, produced or reduced to practice by the Supplier in carrying out its Services under the Agreement.

Goods means any goods (or any part or parts thereof) agreed in the Agreement to be purchased by EIT Manufacturing from the Supplier.

Services means the services agreed to be provided by the Supplier to EIT Manufacturing under the terms of the Agreement.

Supplier means the individual or organisation who accepts or agrees the Agreement.

TUPE means the transfer of undertakings as per Council Directive 2001/23/EC, any local legislation implementing such Directive or any local legislation to a similar effect or covering the same topic as the Directive, and in each case, as such law may be

amended, supplemented or replaced from time to time.

In these Standard Terms & Conditions, references to any statute or statutory provision shall be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced, and references to the singular include the plural and vice versa as the context admits or requires.

2 APPLICATION OF TERMS & CONDITIONS

These Standard Terms & Conditions shall govern the Agreement to the entire exclusion of the Supplier's terms or conditions. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, proposal, acknowledgement or acceptance of a purchase order, specification or similar document will form part of the Agreement and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

EIT Manufacturing's rights under these Standard Terms & Conditions are in addition to the statutory terms implied by other applicable laws in relation to the sale of goods and supply of goods and services.

3 ACCEPTANCE

These Standard Terms & Conditions are an offer by EIT Manufacturing to buy from the Supplier and become part of the binding Agreement on the terms set forth herein when accepted by the Supplier by the commencement of performance or such earlier act evidencing agreement such as execution of the Commercial Terms.

4 INDEPENDENCE & EMPLOYMENT LIABILITIES

The Supplier shall perform the Services independently, at its discretion and without supervision or guidance of EIT Manufacturing. EIT Manufacturing is however entitled to provide the Supplier with directions and instructions concerning the outcome of the Services.

Nothing in the Agreement shall prevent the Supplier from entering into other agreements for services during the term of the Agreement provided always that such other agreements do not impose restrictions on the Supplier's ability to perform the Services properly and effectively and in accordance with the Agreement, nor place the Supplier in a position of conflict of interest with EIT Manufacturing.

The Supplier shall indemnify EIT Manufacturing against all Employment Liabilities relating to claims that the Supplier, or any individual associated with the Supplier's provision of the Services, has become an employee or worker of the Company by operation of TUPE as a result, of any of the events contemplated by this Agreement.

5 SUPPLY OF SERVICES/PROVISION OF GOODS

The Supplier will provide the Goods or Services to EIT Manufacturing from the specified date in accordance with the Agreement.

The Supplier will meet any performance dates for the Goods or Services specified by EIT Manufacturing and time is of the essence in relation to all specified performance dates.

The Supplier will:

- cooperate with EIT Manufacturing in all matters relating to the Goods or Services and comply with all instructions of EIT Manufacturing,
- perform the Services or provide the Goods with reasonable skill and care and in accordance with industry best practice prevailing in the relevant sector from time to time and the laws and regulations in the relevant jurisdiction(s) applicable to the Services,
- use suitably skilled and experienced personnel to deliver the Services or provide the Goods,

- ensure that all the Supplier's personnel who access EIT Manufacturing's physical premises or virtual environment comply with those of the EIT Manufacturing's policies that apply to persons who are allowed such access,
- use the best quality goods, materials, standards and techniques in providing the Goods or Services and ensure that all goods and materials supplied and used in the Services or transferred to EIT Manufacturing will be free from defects in workmanship, installation and design,
- ensure that the Goods or Services conform with all descriptions and specifications provided by EIT Manufacturing and are fit for any purpose that EIT Manufacturing explicitly or implicitly makes known to the Supplier,
- obtain and maintain all licences and consents which may be required for provision of the Goods or Services, and
- not do or omit to do anything which may cause EIT Manufacturing to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business comply with all applicable laws, regulations, policies, guidelines or industry codes, and with the specific requirements applicable to this relationship as specified in the Agreement.

6 FEES, PAYMENT TERMS & TAX

In consideration for satisfactory delivery of the Services, the Customer agrees to pay the Supplier the Fees in accordance with the Agreement.

Unless otherwise specified in the Commercial Terms, the Supplier shall invoice EIT Manufacturing for the Fees monthly in arrears with payment of undisputed amounts due no later than

45 days after the date of receipt of invoice by EIT Manufacturing.

Fees are exclusive of any value added tax or any other locally applicable equivalent transaction taxes (including sales tax, excise tax, goods and services tax, consumption tax, business tax or similar taxes) (VAT), all of which is payable by the Customer at the rate and in the manner from time to time prescribed by law.

7 WARRANTIES & REPRESENTATIONS

The Supplier represents, warrants and undertakes that any Goods and Services comply with applicable laws and regulations of the country/ies of origin and destination, including those relating to manufacture, labelling, transportation, importation, exportation and licensing.

The Supplier warrants and undertakes that they will observe all health and safety rules and regulations and any other security requirements that apply at any place where the Goods or Services are delivered.

The Supplier represents, warrants and undertakes that they:

- will accept this Agreement and operate their business in compliance with all applicable laws and regulations,

have read and will comply with the Ethical Standards for EIT Manufacturing Agreemental Counterparties available upon request

- will not take any action that will cause EIT Manufacturing to be in breach of any applicable laws or its own policies available upon request including those for the prevention of fraud, bribery and corruption, racketeering, money laundering or terrorism and in relation to conflicts of interests and gifts,
- have taken reasonable steps to ensure that there is no modern slavery or human trafficking in their supply chain or in any other part of their business and have implemented due diligence procedures to that effect,

- have not nor have nor any of their officers, employees or other persons associated with the Supplier:

- been convicted of any offence involving slavery and human trafficking, or
- been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking,

- will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purpose of influencing a decision for the benefit of EIT Manufacturing, and

- will ensure that they and their affiliated companies, suppliers and subcontractors performing Services with EIT Manufacturing operate their business in compliance with all applicable laws and in a manner consistent with the principles above.

The Supplier represents, warrants and undertakes that it is not on any applicable official national or international sanctioned party lists and that performance of this Agreement will not violate applicable embargo regulations. EIT

Manufacturing has the right to conduct screening checks of the Supplier, including verification of the Supplier's identity, including full name, country location and address, against official national and international sanctioned party lists and embargo regulations. If the screening indicates that the Supplier is an international sanctioned party or is in violation of embargo regulations, EIT

Manufacturing may immediately terminate this Agreement for material breach as below.

8 CONFIDENTIALITY

Confidential Information means any information relating to a party's services, operations, plans or intentions, service information, design rights, trade secrets, market opportunities and business affairs or those of its clients or affiliates, whether or not marked or indicated as confidential and howsoever disclosed to the receiving party, for as long as that information is not in the public domain (except where in the public domain by reason of a breach by the receiving party), except where the receiving party receives it independently of the disclosing party either from a third party or where it was in the receiving party's possession prior to the date of the Agreement.

Each party agrees that it will only use the Confidential Information for the purposes of delivering or receiving the Goods or Services and will exercise no lesser security measures and degree of care in relation to the Confidential Information than it would apply to its own Confidential Information. Each party agrees not at any time during the term of these Conditions nor for 5 years after termination of the Agreement to disclose Confidential Information except to its employees, officers, third party funders, representatives, subcontractors or agents (who it shall ensure are bound by obligations of confidentiality on terms no less onerous than those under the Agreement), or as required by law.

9 DATA PROTECTION

The parties shall comply with applicable data protection legislation including but not limited to the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any national implementing laws, regulations and secondary legislation, in each case as amended, supplemented or replaced from time to time.

The Supplier warrants that it has obtained the informed, clear and explicit consent of any data subject whose personal data (within the meaning of applicable legislation) it transfers to EIT Manufacturing, including but not limited onward processing and transfer by EIT Manufacturing in

line with EIT Manufacturing's publicly available Privacy.

The terms data controller, data processor, data subject and personal data shall have the same meaning as in Regulation (EU) 2016/679 as amended, supplemented or replaced from time to time. For the purposes of the Agreement, both parties can be data controllers and processors.

The data processor shall process personal data only to the extent, and in such a manner, as is necessary for the performance of these Agreement and shall not process the personal data for any other purpose nor beyond the term of the Agreement.

The data processor shall promptly comply with any request from the data controller requiring the data processor to amend, transfer or delete the personal data and shall provide the data controller with full co-operation and assistance in relation to any request made by a data subject to have access to that person's personal data.

The data processor shall provide the data controller with full cooperation and assistance in meeting its obligations under the GDPR or any other data protection legislation, including but not limited to ensuring the security of processing and the conduct of data protection impact assessments.

The Supplier (or any subcontractor) must not transfer or otherwise process personal data outside the European Economic Area (EEA) unless the following conditions are met: (a) The Supplier is processing personal data in a territory which is subject to a current finding by the European Commission under the data protection legislation that the territory provides adequate protection for the privacy rights of individuals (EC Adequacy decisions at

https://ec.europa.eu/info/law/lawtopic/data-protection/international-dimension-dataprotection/adequacy-decisions_en;

as amended or replaced from time to time). Specifically, there can be only an adequate level of data protection for an organisation in the USA if that organisation participates in the Privacy Shield Program; or (b) they can ensure that appropriate technical, organisational and security measures have been implemented in a way that the processing will meet the requirements of the data

protection legislation and ensure an adequate level of protection with respect to the privacy rights of individuals as required by the General Data Protection Regulation ((EU) 2016/679); or (c) the data subject has explicitly consented to the transfer after having been informed of the possible risks of such a transfer.

The data processor shall promptly inform the data controller if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable or if it becomes aware of any unauthorised or unlawful processing, or if it receives any request to act in a way which is incompatible with the GDPR and any other local data protection legislation.

The data processor warrants that:

- it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments,
- it will ensure that employees and other workers are subject to a duty of confidentiality in relation to personal data processed under these Conditions,
- it will not permit sub-processing of personal data under the Agreement except as permitted herein, other than with the prior written consent of the data controller,
- it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data including, but not limited to, appropriate security measures, and
- on termination of the Agreement, if requested by the data controller, it will delete or return all personal data in accordance with the data controller's instructions.

10. INTELLECTUAL PROPERTY

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Any and all Intellectual Property Rights which were already in possession of a party before the starting date of the Agreement and/or which were generated by a party outside the scope of the services, hereinafter referred to as Background IPR, remain with that party. The Supplier acknowledges and agrees that (i) EIT Manufacturing shall retain exclusive rights to all EIT Manufacturing Background IPR; and (ii) Supplier has no right to use or license the EIT Manufacturing Background IPR, except as expressly set forth in this Agreement.

EIT Manufacturing shall have ownership of the Foreground IPR and the Supplier grants a nonexclusive, royalty free, transferable, and perpetual license to EIT Manufacturing to use the Background IPR of Supplier for the purposes of the execution of the Agreement, which may be sublicensed to group companies, affiliates and partners of EIT Manufacturing for the same purpose. No royalty or other payment will be due from EIT Manufacturing in respect of such IPR and the Supplier will at EIT Manufacturing's request and expense, assign to EIT Manufacturing its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any reissue of any patent issued on any such application.

If any work is commissioned or ordered for EIT Manufacturing from any third party, the Supplier will ensure that all IPR in that work is assigned or

transferred to EIT Manufacturing in accordance with this clause. The Supplier will obtain or procure the obtaining for EIT Manufacturing of all necessary permissions, consents and releases including waiver of moral rights from authors, artists, photographers, models and any other persons and IPR holders as may be required in connection with the Agreement. The Supplier represents, warrants and undertakes that EIT Manufacturing's use and possession of any materials generated by or obtained from the Supplier under the Agreement, shall not infringe any third party's IPR.

The Supplier will indemnify EIT Manufacturing in respect of all claims and liabilities, damages and expenses incurred by EIT Manufacturing as a result of or in connection with any actual or alleged infringement of the intellectual property or other rights of any third party, in connection with the use or supply of the Services or provision of Goods.

11 LIABILITY AND INSURANCE

To the extent permitted by law, the Supplier will be liable for all liabilities, costs, expenses, damages or losses suffered or incurred by EIT Manufacturing (or any of its affiliates) to the extent that they are directly or indirectly caused by the Supplier.

The Supplier shall maintain in force insurance policies, against all risks that would normally be insured against by a prudent person in connection with this Agreement and produce to EIT Manufacturing on request of that insurance.

12 TERMINATION

Unless a different termination by notice right is specified in the Commercial Terms, EIT Manufacturing may terminate the Agreement at any time by giving 7 days' written notice in advance.

Without prejudice to termination clauses in the Commercial terms, either party may terminate the Agreement by giving written notice to the other party if:

- the other party fails to pay any amount due under the Agreement and remains in default for 60 days after being notified in writing to make such payment,

- the other party commits a material breach of the Agreement, this includes but is not limited to the warranties and representations as mentioned under Article 7 of these Standard Terms and Conditions,
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or (being a company or limited liability partnership) is deemed unable to pay its debts or has been declared insolvent or similar steps have been taken under any applicable law.

Termination of the Agreement, however arising, will be without prejudice to the rights of EIT Manufacturing accrued prior to termination.

Notwithstanding expiry or termination of the Agreement in accordance with its terms, the obligations in Sections 7 to 11 inclusive and Section 18 shall remain in full force and effect.

13 ASSIGNMENT, SUBCONTRACTING AND THIRD-PARTY RIGHTS

The Supplier shall not assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without EIT Manufacturing's prior written consent. Notwithstanding the appointment of any subcontractor, the Supplier shall remain liable for all acts or omissions of its subcontractors, as if the Supplier had performed (or, as the case may be, failed to perform) them itself.

EIT Manufacturing shall have the right, without such written consent of the Supplier, to assign, delegate, Agreement, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement to any EIT Manufacturing subsidiary, branch or affiliate or any non-profit entity incorporated by EIT Manufacturing.

The Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this clause shall be void and of no effect.

Subject to this clause, under no other circumstances shall a term of the Agreement be enforceable by a person who is not a party to this Agreement.

14 RECORD KEEPING

The Supplier shall in accordance with professional audit and accountancy practices, maintain an audit trail of the Services provided and the financial and non-financial transactions resulting from the Agreement.

15 FORCE MAJEURE

EIT Manufacturing reserves the right to defer the date of delivery or payment or to cancel the Agreement or reduce the volume of the Goods or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of EIT Manufacturing including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

These Agreement will be governed by the laws of France. The Parties submit to the exclusive jurisdiction of the French Court without prejudice to EIT Manufacturing's right to have the dispute settled before the competent court in the district where the Supplier is based.

16 VARIATION

The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

17 MISCELLANEOUS

The Agreement comprises the whole agreement between the parties concerning the Goods and/or Services and superseding all prior written and oral exchanges.

This Agreement may be executed via PDF or other electronic means in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

No provision of the Agreement creates a partnership between the parties. Except to the extent expressly provided herein (and subject always to the limitations on the authority stated in the Agreement, as applicable), neither party may act as the agent of the other party.

The invalidity or unenforceability of any provision in the Agreement shall not affect the validity of the remaining provisions.

18 GOVERNING LAW AND DISPUTE RESOLUTION

ANNEX II SPECIFIC CONTRACT TEMPLATE

SPECIFIC CONTRACT No [complete] implementing Framework Agreement [Title]

The EIT Manufacturing, an association (Registration number W913012329, SIRET 88077857600012, VAT FR62 880778576) registered under French law, with its office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France (hereinafter referred to as "the EITM"),

of the one part, and

[official name in full] [official legal form]

[statutory registration number]

[official address in full] [VAT registration number]

(Hereinafter referred to as "the Supplier"),

of the other part,

HAVE AGREED

I.12.1. ARTICLE 1: SUBJECT

1. This specific Contract implements Framework Agreement [complete title] signed by the EITM and the Supplier on [complete date] [and renewed on [complete date]].
2. The subject of this specific Contract is [short description of subject].
3. The Supplier undertakes, on the terms set out in the Framework Agreement and in this Specific Contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:]
 1. [complete in detail]]

I.12.2. ARTICLE 2: DURATION

1. This specific Contract shall enter into force on the date on which it is signed by the last contracting party.
2. The duration of the execution of the tasks shall not exceed [complete] [days/months]. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from [the date of entry into force of this specific Contract] [insert date]. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

I.12.3. ARTICLE 3: PRICE

1. The total price to be paid by the EITM under this Specific Contract shall be EUR [amount in figures VAT excluded/incuded] covering all tasks executed. This price also covers any fees payable to the Supplier in relation to the vesting of rights in the EITM and where applicable the transfer of rights to the EITM and any use of the results by the EITM.
2. In addition to the price expenses up to the amount of EUR [amount in figures] will be reimbursed according to the provisions of the Framework Agreement.

I.12.4. ARTICLE 3: SIGNATURE

1. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Specific Contract. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy.

SIGNATURES

For the EITM,

For the Supplier,
[name]

signature[s]: _____

signature[s]: _____

Done at Palaiseau,

Done at [Place],

In duplicate in English.

ANNEX IV – Supplier's Bid