Co-funded by the European Union

EIT Food
Lump-Sum
Subgrant Agreement

This Lump-Sum Subgrant agreement, hereinafter the "**Agreement**", shall have effect as of 12 August 2026 and is entered into by and between:

EIT Food, with registered office at Ubicenter A, Philipssite 5 bus 34, 3001 Heverlee (Leuven), Belgium, hereinafter referred to as "EIT Food" or "KIC LE";

And

[Recipient of Subgrant], hereinafter referred to as the "Recipient";

Hereinafter, jointly or individually, referred to as "Parties" or "Party";

WHEREAS:

EIT Food has entered into a Partnership Agreement **("PA")** with the European Institute of Innovation and Technology **("EIT")**, establishing a long-term cooperation laying down the general terms and conditions under which EIT Food must operate as an institutionalised European partnership under the Horizon Europe Programme.

Under the terms of the PA, EIT Food has been awarded a grant by the EIT, and the purpose to support activities under a Business Plan and therefore entered into a Grant Agreement with the EIT (the "**GA**"), laying down the provisions concerning the implementation of the activities through grants, which, among others, allows the KIC LE to provide Subgrant to third parties for projects and actions related to KAVAs (the "**Financial Support to Third Parties**").

Within the framework of the PA and the GA, the KIC LE has set up a project, being the project "19198-25 SeedBed", hereinafter referred to as the "**Project**".

The Recipient will be involved in the Project as a **Third Party Receiving Financial Support.**

In this Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations for the implementation by the Recipient the Project, transposing to the extent needed the provisions of the GA.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Horizon Europe Programme, the EIT Regulation, in the Partnership Agreement Internal Agreement, or Grant Agreement, including their respective Annexes.

1.2 Additional Definitions

"Authorised Representative" shall mean the person or persons duly authorised to sign this Agreement, including its Annexes, on behalf of a Party.

"Effective Date" shall mean the date first referenced above.

"EIT" or **"granting authority"** shall mean the European Institute of Innovation and Technology, currently regulated by Regulation (EU) 2021/819 of the European Parliament and of the Council of May 20, 2021 ("**EIT Regulation**").

"Force Majeure" shall mean any situation or event that

- prevents either Party from fulfilling their obligations under this Agreement,
- was unforeseeable, exceptional situation and beyond the Parties' control,
- was not due to error or negligence on their part (or on the part of other participants involved in the action), and
- proves to be inevitable in spite of exercising all due diligence.

"Grant Agreement" or "GA" shall mean the agreement signed by the EIT and the KIC LE, as altered, amended, re-instated or replaced from time to time, setting out the rights and obligations applicable to the EIT grant awarded for the implementation of the KIC Business Plan, which provides the legal framework for this Agreement and all agreements signed with all Third Parties receiving Financial support from EIT Food. a.

"Horizon Europe Programme" shall mean Regulation (EU) 2021/695 of the European Parliament and of the Council of 28 April 2021establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013.

"Partnership Agreement" or "PA" shall mean the agreement laying down the general terms and conditions under which the EIT Food must operate as an institutionalised European partnership, entered by and between the EIT and the KIC LE as altered, amended, re-instated or replaced from time to time.

"KIC Business Plan" shall mean the KIC Business Plan as defined in the PA.

"Project" shall mean the participation of the Recipient in the Project "19198-25 SeedBed".

"**Deliverable(s)**" shall mean the conditions identified in Annex 1 as agreed Deliverables.

"**Third Party Receiving Subgrant"** shall mean a recipient of Subgrant to third parties, in the form of grants, prizes or similar forms of support, including this lump-sum contribution.).

Article 2: Purpose

The purpose of this Agreement is to lay down the contractual arrangements between the Parties regarding their respective rights and obligations pertaining to the fulfilment by the Recipient of the agreed Deliverables, in view of implementing the Project.

Article 3: Entry into force, duration, and termination

3.1 Entry into force and duration

This Agreement shall have effect from the Effective Date and shall apply until the end date or until the satisfactory achievement of the last Deliverable, whatever occurs first. The expected end date is 30 November 2026 (the period between the Effective Date and the end date/achieved Deliverable being referred to as the "Duration").

However, this Agreement may be terminated in accordance with Article 3.2 of this Agreement.

3.2 Termination

3.2.1. In the event that the Recipient is in breach of its obligations under this Agreement, the KIC LE may give formal notice to the Recipient requiring that such breach will be remedied within 14 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that period or, is not capable of remedy, the KIC LE may decide to declare the Recipient to be a defaulting Party and to decide on the consequences thereof which may include termination of this Agreement upon notice and other measures, such as suspension/recovery any payment of (part of) the financial contribution received; or stopping the Project).

3.2.2. The KIC LE may terminate this Agreement with immediate effect through written notice to the Recipient in the event the further achieving the Deliverables is prevented or delayed with more than one month by Force Majeure.

3.2.3. If the GA is terminated by the EIT or the KIC LE, the KIC LE shall have right to terminate this Agreement upon notice to the Recipient.

3.3 Effects of termination

3.3.1. Survival of rights and obligations

After termination, the Recipient's obligations that by their nature should survive the termination of this Agreement, including (in particular Articles 7 (Visibility and communication), 9 (Liability), 10 (Obligations from EIT agreements) 11 (Confidentiality), 12.7 (Applicable law) and 12.8 (Dispute resolution)), shall continue to apply.

Termination shall not affect any rights or obligations of the Parties incurred prior to the date of termination, unless otherwise stipulated herein or agreed between the Parties. This includes the obligation to provide all input, deliverables, and documents for the period that the Agreement was still in force and effect.

Article 4: Agreed Deliverables

The Recipient shall make all best endeavours to achieve the agreed Deliverables set forth in Annex 1.

The Recipient shall use the Lumpsum only for:

- for expenses incurred during the Duration and related to the budget headings only;
- for expenses related to the Budget Headings only;
- to achieve the agreed Deliverables;
- to meet the reporting requirements;
- to carry out any other approved activities directly relating to the agreed Deliverables;
- take part in the efficient implementation of the Project and cooperate, perform and fulfil, promptly and on time, all of its obligations under this Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law;
- remain eligible under the Horizon Europe programme funding for the entire duration of this Agreement. Costs and contributions will be eligible only as long as the Recipient and the Project are eligible;
- promptly notify to the KIC LE any significant information, fact, problem or delay likely to affect its participation in the Project;
- promptly provide all information reasonably required by the KIC LE for the implementation of the Project.

Article 5: Monitoring and reporting

The Recipient shall:

- Maintain true and accurate records and copies of evidence of its use of the funding throughout the Duration and for a period of two (2) years after the termination of this Agreement, or for such shorter period as may be required by applicable law. The administrative obligations under this clause shall be interpreted in a manner that is reasonable and proportionate for individuals. .
- comply with any reporting policy and instructions issued by the KIC LE, in accordance with the timing and conditions it sets out as may be amended/modified by the KIC LE;
- comply with any and all other monitoring and reporting requirements, including any future requirements by the KIC LE and/or as may be established by the KIC LE, as the case may be pursuant to requirements of EIT.

Failure to comply with this provision shall result in the material breach of this Agreement.

Article 6: Financial provisions

In consideration of participating in the Project and meeting its obligations under this Agreement, the Recipient shall receive a lump-sum financial contribution for the completion of work package Deliverables under the Project, in accordance with these financial provisions.

6.1. Financial contribution

EIT Food shall provide the lump-sum funding upon the agreed Deliverables being achieved, in accordance with the schedule in Annex 1.

The Recipient is eligible for lump-sum contributions are eligible if:

- such sums were foreseen in the budget, as specified in Annex 1, and
- the work packages are completed to the reasonable satisfaction of EIT Food, in accordance with Annex 1, i.e.:
    - the work is properly implemented by the recipient
    - the results are achieved; and
    - within the duration of the Project.
- The lump-sum contributions for activities are not already funded under other EU grants

6.2 Use of lump-sum funding

EIT Food shall fund the Recipient under this Agreement only for the achievement of agreed Deliverables and only in an amount not to exceed the overall accepted contribution amount specified in Annex 1. With respect to each Deliverable budget heading, as per Annex 1, EIT Food shall pay the lumpsums only up to the line item for such budget heading.

6.3. Funding mechanism and payments

For all payments to be made by EIT Food, the Recipient shall submit to EIT Food a justification of the Deliverable achievement.

Payment is subject to the approval of the periodic report and the work packages declared.

In no event shall EIT Food have any obligation to provide any part of the Funding if the Recipient departs from the agreed Deliverables. Incomplete work packages and work packages that have not been delivered or cannot be approved will be rejected.

Payment by EIT Food to the Recipient hereunder, shall be made to the bank account informed in the Vendor Information Form. Any other bank account details may be provided by the Recipient to EIT Food after the execution of this Agreement, which new details shall only be effective five working days after receipt by EIT Food of written notice from Recipient in that respect.

Lump-sum payments will be made by EIT Food upon EIT Food's acceptance of the Deliverable achievement.
The payment structure shall be as follows: The first instalment shall amount to 50% of the total EIT Food contribution and will be provided as pre-financing. Each Deliverable is assigned a value expressed as a percentage of the total EIT Food contribution, as detailed in Annex 1. Subsequent payments will be made only upon EIT Food's acceptance of the relevant Deliverable(s), in accordance with the assigned value. The total payments to the Beneficiary shall not exceed 100% of the total EIT Food contribution specified in this Agreement.

If the Agreement is terminated before the completion of the Project, the Recipient has the right to receive part of the funding for the partially achieved Deliverable.

Payments will be made from the EIT Food account with account number **BE02 0018 0504 7940**. Any recoveries shall be made to this bank account.

6.4 Record keeping

Recipients must keep records and other supporting documents to prove the proper implementation of the action (proper implementation of the work and/or achievement of the results as described in Annex 1) in line with the accepted standards in the respective field (if any).

Recipients do not need to keep specific records on the actual costs incurred.

6.5 Budget Change Provisions

Any reallocation of funds or changes to the approved budget require the prior written approval of EIT Food. No budget changes shall be implemented without such approval.

Requests for budget changes must be submitted in writing to EIT Food, clearly stating the reasons for the proposed reallocation and providing supporting documentation as necessary.

EIT Food will review the request and communicate its decision in writing within a reasonable timeframe. Approval may be granted, denied, or made subject to conditions at EIT Food's sole discretion.

Project-specific thresholds and additional requirements for budget changes, if any, are set out in Annex 1. The Parties shall refer to Annex 1 for further details regarding applicable limits and procedures.

Article 7: Visibility rules and communication

7.1. Use of names, logos or trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the KIC LE or any of its logos or trademarks without its prior written approval.

7.2. Co-branding

The Recipient shall take into account and respect any co-branding guidelines and requirements provided and set by EIT Food.

The Recipient shall comply with these co-branding obligations in accordance with the monitoring processes as provided for by EIT Food.

Article 8 Intellectual Property Rights

Background means any and all, data, information or know-how (tangible or intangible), including any IPRs that is/are owned or controlled by a Party or that a Party has a right to license, prior to the Effective Date; or
Parties agree that no rights in the Background shall be transferred under this Agreement

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated.
The KIC LE and the Recipient may enter into additional arrangements regarding the use of the Results and the Background.

Article 9: Liability towards each other

9.1 Limitations of contractual liability

The Parties shall take all the necessary steps to limit or mitigate any damage.

No Party shall be responsible to the other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act, gross negligence or by a breach of confidentiality.

The terms of this Agreement shall not be construed to amend or limit either Party's statutory liability.

9.2 Damage caused to third parties

Each Party shall be liable only for any loss, damage or injury to third parties resulting directly from the performance of that Party's obligations under this Agreement, and only to the extent such liability arises from that Party's own acts or omissions. No Party shall be liable for indirect, consequential, or punitive damages. The liability of each Party under this clause shall be limited to what is reasonable and proportionate for individuals.

9.3 Hold harmless

The Recipient shall hold the KIC LE and its respective assigns and employees, officers and directors harmless from and against all direct losses, costs, liabilities, claims, damages and expenses resulting from or relating to a proven breach or default in the performance of any obligation on the Recipient's part under this Agreement, but only to the extent such breach or default is determined by a final judgment of a court of competent jurisdiction, and provided such losses are not caused by the KIC LE's wilful act or gross negligence. The Recipient's indemnity obligations shall be limited to what is reasonable and proportionate for individuals, and shall not extend to indirect, consequential, or punitive damages. The Recipient will be entitled to make observations towards the KIC LE regarding the Recipient's obligation to hold the KIC LE harmless, and the KIC LE shall reasonably consider such observations. The KIC LE shall take into account the reasonable requests of the Recipient with regard to the defence and the settlement of such claims, including the selection of counsels, and it is understood that KIC LE shall not settle any claim without the consent of the Recipient..

9.4 Force Majeure

No Party shall be considered to be in breach of the Agreement if it is prevented from fulfilling its obligations under the Agreement by Force Majeure.

Each Party will notify the other Party of any Force Majeure without undue delay.

Article 10: Obligations from EIT agreements

The Recipient acknowledges and agrees that some obligations imposed on EIT Food following the PA and the GA are also applicable to the Recipient and Recipient shall do everything that is necessary in order to enable EIT Food to comply with these obligations. More specifically the Recipient agrees to comply with the clauses mentioned 12, 14 19, 20 25 of the GA as set out in Annex 1 of this Agreement related to inter alia:

- Conflict of interest (article 12 GA)
- Ethics and values (article 14 GA)
- General Information obligations (article 19 GA)
- record keeping (article 20 GA)
- Check, reviews, audits and investigations (article 25 GA)

Article 11: Confidentiality

The Parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the disclosing Party, is "Sensitive Information". Unless otherwise agreed between the Parties, they may use Sensitive Information only to implement the Agreement.

The Parties may disclose Sensitive Information to its personnel or other participants in the Project only if they:

(a) need to know it in order to implement the Agreement and
(b) are bound by an obligation of confidentiality.

It may moreover disclose Sensitive Information to third parties, if:

(a) this is necessary to implement the Agreement or safeguard the EU financial interests and
(b) the receiving parties of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

(a) the disclosing Party agrees to release the other Party
(b) the information becomes publicly available, without breaching any confidentiality obligation
(c) the disclosure of the Sensitive Information is required or permitted by EU, international or national law
(d) a time period of 5 years after the disclosure of the Sensitive Information has passed, unless otherwise agreed upon between the Parties
(e) the Sensitive Information is subsequently independently developed by or on behalf of the receiving Party without use of the disclosing Party's Sensitive Information.

If and when the confidentiality obligations no longer apply, the receiving party of the information undertakes to return to the disclosing Party, or to destroy, on request all Sensitive Information that has been disclosed to the receiving parties including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The receiving parties may keep a copy to the extent it is required to keep, archive or store such Sensitive Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the receiving party comply with the confidentiality obligations herein contained with respect to such copy.

If either Party becomes aware that it will be required, or is likely to be required, to disclose Sensitive Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the disclosing Party, and
- comply with the disclosing Party's reasonable instructions to protect the confidentiality of the information.

Article 12: Miscellaneous

12.1 Inconsistencies and severability

Should any provision of this Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

12.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of the other Party.

Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

12.3 Notices and other communication

Any notice to be given under this Agreement shall be in writing to the addresses and recipients as listed below.

Formal notices:
If this Agreement requires that a formal notice, consent or approval be given, such notice may be signed by the individual Party and may be served personally, sent by regular mail, or sent by e-mail.

For e-mail, a delivery or read receipt is sufficient to confirm receipt. Formalities shall be kept practical and accessible for individuals..

Other communication:
Other communication between the Parties may also be affected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the other Party.

12.4 Assignment and amendments

No rights or obligations of the Parties arising from this Agreement may be assigned or transferred, in whole or in part, to any third party without the other Party's prior formal approval.

Any amendments or modifications to this Agreement or its annexes must be made in writing and signed by the Authorized Representatives and/or individuals of both Parties. Proposed amendments shall be communicated to the other Party with reasonable advance notice, and must include a brief justification for the requested change. No amendment or modification shall be effective unless and until it is executed in writing by both Parties.

12.5 Language

This Agreement is drawn up in English, which language shall govern all documents, notices, meetings, arbitral proceedings and processes relative thereto.

12.6 Mandatory national law

Nothing in this Agreement shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

12.7 Applicable law

This Agreement shall be construed in accordance with and governed by the laws of Belgium.

12.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled before the courts of Brussels.

12.9 Data Protection

The Recipient ensures that any processing of personal data shall be performed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

The collected personal data will be used solely for the implementation, follow-up, reporting and management of this Agreement by the Recipient and its subsidiaries and for dissemination of information and communication purposes foreseen for this Agreement. Data subjects have the right to access, rectify or delete their personal data. Data subjects can also object to its processing. To exercise these rights, data subjects can contact Recipient at legal@eitfood.eu.

Article 13: Annexes

The following annex is attached to this Agreement:
Annex 1 – Project Plan, Budget & Financial stipulations

In case of conflict between the provisions of this Agreement and its Annexes, the provisions of this Agreement will prevail.

Signatures

The Parties have caused this Agreement to be duly signed by the undersigned Authorised Representatives.

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 Agreement. 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 KIC LE
Name: Raphael Debleser
Title : COO
In : Leuven, Belgium
On :

Signature _____

Recipient:
Name:
Title:
In:
On:

Signature _____

Annex 1 – Project Plan, Budget & Financial stipulations

Estimated Budget Breakdown by Deliverable and Work Package

Deliverable	Date of completion	Lump-Sum (€)
One deliverable containing: • Part 1: Business Model • Part 2: Customer Interview Transcripts • Part 3: Attendance sheet from Coaching Sessions	22/10/2026	6,000
Total funding awarded to the Recipient under this Agreement		**6,000**

Each Deliverable listed below is assigned a value expressed as a percentage of the total EIT Food contribution. The first instalment shall be 50% of the total EIT Food contribution, provided as pre-financing. Subsequent payments are conditional upon EIT Food's acceptance of the relevant Deliverable(s), and the total payments to the Beneficiary shall not exceed 100% of the total EIT Food contribution.