food

EIT FOOD
KAVA CONTRACT
BP 2026 – 2028

Participant Code & Name:

Kava Code:

Kava Name:

Effective Date

This Knowledge and Innovation Community's (KIC) contract for Added Value Activity (together defined as "KAVA" or "Contract"), is made on _____ ("Effective Date")

BETWEEN:

Parties

EIT Food ivzw, a KIC, with registered office at Philipssite 5 bus 34, 3001 Leuven (Belgium) and company number BE 0672.423.992 herein represented by Richard Zaltzman, CEO (hereinafter referred to as "EIT Food"),

And

_____

hereinafter referred to as the "EIT Food Participant"; hereinafter,
jointly or individually, referred to as "Parties" or "Party",

relating to the KAVA titled _____

hereinafter referred to as "KAVA" or "Project"

CONSIDERATIONS

WHEREAS:

The EIT Food Participant acknowledges and is aware that EIT FOOD operates as a European institutionalised partnership. In this regard, EIT FOOD has entered into a Partnership Agreement ("PA") with the EIT, such PA laying down the general terms and conditions under which EIT Food must operate as an Institutionalised European Partnership. The PA's term is seven (7) years with a first term from 2018-2024. The PA was renewed for a consecutive 7 years term in 2024, as per decision 28/2024 of the governing board of the EIT on the extension of the PA with EIT Food.

The EIT FOOD has furthermore entered into a Grant Agreement with the EIT laying down the provisions concerning the funding of EIT FOOD's core strategic activities, including the implementation of KAVAs.

The EIT Food Participant has signed a Framework Agreement for participation in EIT funded Activities ("Framework Agreement") with EIT FOOD, which purpose is to lay down the contractual arrangements regarding the rights and obligations pertaining to the implementation by the EIT Food Participants of KAVAs or Projects.

For the implementation of the Project, as described above the EIT Food Participant may act as a Third Party Receiving Financial Support from EIT FOOD for merely as a Participant implementing tasks but not acting as Third Party Receiving Financial Support (as defined herein) from EIT FOOD. The Framework Agreement sets the contractual framework, which regulates this and all other KAVA contracts that may be executed between the Parties during
its term.

The Parties now wish to lay down the terms of conditions of this KAVA to be performed by the EIT Food Participant and third parties in accordance with this Contract.

NOW, THEREFORE, IT IS 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 Framework Agreement.

1.2 Additional Definitions

Words beginning with a capital letter defined in the singular and plural shall be equally applicable to the plural or singular, as the case may be and shall have the same meaning as in the Regulation (EU) 2021/695 the European Parliament and of the Council establishing Horizon Europe - the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination ("Horizon Europe Regulation"), the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union ("EU Financial Regulation") and the Regulation [Regulation No 294/2008 of 11th of March 2008 of the European Parliament and of the Council on the European Institute of Innovation and Technology ("EIT Regulation"); the EIT Strategic Innovation Agenda (SIA) 2021-2027, the Framework Agreement or in the Statutes, or By-Laws of EIT FOOD.

1.1 Principal definitions

"Activity Leader" shall mean the EIT Food Participant in the KAVA that monitors and coordinates progress of the Project in accordance with Article 6.2.

"Activity Plan" shall mean the Project plan for the KAVA available in the interactive EIT Food Grant Management Platform, which describes the activity details of that Kava, including, the Activity Leader, other potential EIT Food Participants of that KAVA, its budget(s), its milestones, decision points, deliverables, KPIs activity, and other data relevant to the KAVA. The main content of the Activity Plan is available in the "Files" section of the EIT Food Grant Management Platform. The Parties acknowledge that the Activity Plan is a life document, which is subject to changes throughout the term of this Contract and agree not to attach it to this Contract for contract management purposes. Activity Leader has access to the Activity Plan at all times through the Platform.

"Affiliated Entity" shall mean a legal entity as defined in article 187 of the EU Financial Regulation 2018/1046.

"Authorised Representative" shall mean the person or persons duly authorised to sign this Contract on behalf of a Party.

"Defaulting Party" shall mean a Party which has been declared to be in breach of this Contract as specified in Article 4.2 of this Contract.

"EIT FOOD Business Plan" shall mean a document covering a period of up to three years describing the EIT FOOD's objectives, the ways to achieve them, the expected results the planned EIT FOOD's added- value activities and the related financial needs and resources, including the actions aiming to achieve financial sustainability and increase the EIT FOOD's openness to new partners from across the Union.

"Internal Regulation or By-Laws" shall mean the by-laws/internal regulation of the EIT FOOD, applicable to the association and its members, which can be found on the intranet of EIT FOOD.

"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").

"EIT FOOD" shall mean a large scale institutionalised European partnership, as referred to in the Horizon Europe Regulation, of higher education institutions, research organisations, companies, and other stakeholders in the innovation process in the form of a strategic network, regardless of its precise legal form, based on joint mid- to long-term innovation planning to meet the EIT challenges and contribute to attaining to the objectives established under the Horizon Europe Regulation in the field of food.

"EIT Food Participant" shall mean a legal entity which participates in the EIT activities, whether as Third Party Receiving Financial Support (according to the definition included in the Framework Agreement) or that implements tasks in a specific KAVA however not receiving financial support, and that enters to this Contract with EIT FOOD for the purpose of the KAVA implementation and which is responsible for preparing its cost report in compliance with the Horizon Europe rules, as referenced in the Horizon Europe Regulation and the Framework Agreement.

"Entities with CLC role" shall mean a Co-Location Centre, which is a physical hub, established in an open and transparent manner, which promotes linkages and active collaboration among knowledge triangle actors and acts as a focal point for knowledge exchange through which EIT Food Participants can access facilities and the expertise needed to pursue their common objectives. Entities with CLC role are key actors in the EIT Food partnership.

"Financial Sustainability Strategy": shall mean EIT FOOD's financial sustainability strategy as to which the EIT Food Participants have committed to contribute according Article 8 of the Framework Agreement.

"Force Majeure" shall mean any situation or event that:

- prevents either Party from fulfilling their obligations under this Contract,
- 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.

"Framework Agreement" is the Agreement concluded between EIT FOOD and EIT Food Participants which purpose is to lay down the contractual arrangements between the Parties regarding their respective rights and obligations pertaining to the implementation by the EIT Food Participant of KAVAs, under the Business Plan, including but not limited to the eligibility of costs, financial control and audit mechanism, intellectual property rules and communication, dissemination and visibility rules, standards for monitoring and reporting and rights for i.a. EIT, OLAF and Court of Auditors.

"Grant Agreement" shall mean the agreement signed by the EIT and the EIT FOOD, setting out the rights and obligations applicable to the EIT grant awarded for the implementation of a its Business Plan.

"KIC Added Value Activities" or "KAVAs" shall mean activities carried out by EIT FOOD in accordance with a its Business Plan, contributing to the integration of the knowledge triangle, including the establishment, administrative and coordination activities of EIT FOOD, and contributing to the overall objectives of the EIT. In the event this definition is further updated by EIT during the term of this Contract, such updated definition will be integrated by reference into this Contract.

"Statutes or Articles of Association" shall mean the articles of association/statutes of the EIT FOOD, which can be found on the EIT Food intranet.

"Subgrant" shall mean the financial support provided by the EIT FOOD to EIT Food Participant(s) under the form of financial support to third parties for actions related to KAVAs (the "Financial Support to Third Parties") in the form of grants, prizes or similar forms.

Article 2: Purpose

The purpose of this Contract is to lay down the additional contractual arrangements regarding the KAVA between EIT FOOD and the EIT Food Participant not regulated by the Framework Agreement, including but not limited to, the following topics:

- the necessary arrangement to comply with the Financial Sustainability commitments towards EIT FOOD, the ownership of Results and Access Rights as further defined in the Framework Agreement,
- further specifications regarding certain rights and obligations exclusively pertaining to EIT Food Participants in respect thereof concerning inter alia governance of the KAVA, liability, and dispute resolution, amongst them.

Article 3: Entry into force, duration and termination

3.1 Entry into force

A Party becomes a Party to this Contract upon its signature by its authorised representative. This Contract shall have effect from the Effective Date identified at the beginning of this Contract.

3.2 Duration, Suspension and termination

This Contract shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties for the KAVA, as outlined in the Activity Plan and its subsequent amendments throughout its term – if any.

This Contract may be terminated in accordance with the termination terms of the Framework Agreement (Articles 3.2 and 3.3.).

EIT Food shall also be entitled to suspend this Contract and the KAVA, in case the Participants in the KAVA have not concluded their corresponding KAVA Contract with EIT Food.

3.3 Survival of rights and obligations

The provisions relating to non-disclosure of information (Article 9), for liability (Article 5), applicable law (Article 12.7) and settlement of disputes (Article 12.8) shall survive the expiration or termination of this Contract.

Termination shall not affect any rights or obligations of EIT Food Participant leaving the KAVA incurred prior to the date of termination, unless otherwise stipulated in or agreed between the Parties. This includes the obligation to provide all input, deliverables, and documents for the period of its participation.

For the avoidance of doubt, termination of this Contract shall not affect other agreements signed by the Parties (such as the consortium agreement).

Article 4: Responsibilities of Parties

4.1 General principles

The EIT Food Participant acknowledges that it has full knowledge of the content of the Framework Agreement, the Articles of Association and By-Laws of the EIT FOOD and shall comply with the relevant provisions of said documents for the performance of their work and

the fulfilment of their obligations under the KAVA Contract.

The EIT Food Participant undertakes to take part in the efficient implementation of the KAVA, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Framework Agreement and this KAVA Contract as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

The EIT Food Participant undertakes to notify promptly, in accordance with the governance structure of the KAVA, any significant information, fact, problem or delay likely to affect the KAVA. The EIT Food Participant shall promptly provide all information reasonably required by the EIT FOOD or by the Activity Leader to carry out its tasks.

The EIT Food Participant shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other EIT Food Participants and EIT FOOD.

The EIT Food Participant shall prepare its cost report in compliance with the Horizon Europe rules, ensuring that all financial reporting and supporting documentation meet the requirements set out in the Horizon Europe Regulation and the Framework Agreement.

Each EIT Food Participant further (a) declares that, to the best of its knowledge, it does have the operational and financial capacity to carry out the tasks assigned to it under this Contract, and (b) undertakes to notify the Activity Leader and EIT FOOD without delay of any change in relation thereto.

4.2 Breach

In the event that an EIT Food Participant is in breach of its obligations under this Contract or the Framework Agreement (e.g., improper implementation of the KAVA), the EIT FOOD, acting on behalf of the non-defaulting EIT Food Participants will give formal notice to such EIT Food Participant requiring such breach to be remedied within 30 calendar days of this formal notice, unless such breach cannot be remedied.

If such breach is substantial and is not remedied within that notice period or, is not capable of remedy, the EIT FOOD, acting on behalf of the non-defaulting EIT Food Participants may decide to declare the concerned EIT Food Participant to be a Defaulting Party and to decide on the consequences thereof which may include termination of its participation in the KAVA and thus withdrawal of funds.

For the avoidance of doubt, if the proper implementation of the KAVA is jeopardized by an overall lack of performance by the EIT Food Participant(s) in the KAVA, EIT FOOD acting on the basis of a justified decision of the EIT Food Management, shall have the right to act and decide on the consequences of the non-performance, which might include a subgrant reduction and/or the termination or suspension of the KAVA, according to the procedure set forth in article 7.1.7 of this Contract.

Article 5: Liability

The EIT Food Participant is solely responsible for any debts or financial obligations it occurs.

The EIT Food Participant acknowledges the joint and several liability for the technical implementation of the KAVA. The EIT Food Participants involved in the same KAVA are jointly and severally liable for the technical implementation of the KAVA(s) they are involved in. If an EIT Food Participant fails to implement its part of the KAVA or in case it withdraws from a KAVA, the other EIT Food Participants in that KAVA become responsible for implementing this part or completing the KAVA, without being entitled to any additional funding at KAVA level for doing so, unless the EIT FOOD expressly relieves them of this obligation or unless the failure to implement the part of the KAVA is due to gross negligence of EIT FOOD.

For the avoidance of doubt, when executing coordination or monitoring tasks as required by

the Framework Agreement, for example, coordination of reporting (a.o. final reporting, progress monitoring, …), the EIT FOOD will not deemed to be jointly and severally liable for the technical implementation of the KAVA.

5.1 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 Contract shall not be construed to amend or limit either Party's statutory liability.

5.2 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this Contract.

5.3 Hold harmless

The EIT Food Participant shall hold the EIT FOOD and its respective assigns and employees, officers and directors harmless from and against all losses, costs, liabilities, claims, damages and expenses, resulting from or relating to or arising out of the breach or default in the performance of any obligation on the EIT Food Participant's part under this Contract through a legal action, including any counterclaim, that has proceeded to final judgment by a court of competent jurisdiction, in either case to the extent it determined a breach or default by the EIT Food Participant in the performance of this Contract, provided it is not caused by the EIT FOOD's wilful act or gross negligence. The EIT Food Participant will be entitled to make observations towards the EIT FOOD, regarding the EIT Food Participant's obligation to hold the EIT FOOD harmless and the EIT FOOD shall reasonably consider such observations by the EIT Food Participant. The EIT FOOD shall take into account the reasonable requests of the EIT Food Participant with regard to the defence and the settlement of such claims, including the selection of counsels, and it is understood that EIT FOOD shall not settle any claim without the consent of the EIT Food Participant.

5.4 Force Majeure

No Party shall be in breach of this Contract if it is prevented from fulfilling its obligations under the Contract by Force Majeure events.

The EIT Food Participant will notify the EIT FOOD and the Activity Leader of any Force Majeure without undue delay, stating the nature, likely duration and foreseeable effects. The Parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible. If the consequences of Force Majeure for the KAVA are not overcome within 6 weeks after such notification, the transfer of tasks and subgrants- if any - shall be decided by the concerned EIT Food Participant and the other EIT Food Participants together with the EIT FOOD.

Compensation claims shall be excluded in case of Force Majeure or any restriction resulting from import or export laws and regulations and/or any delay of the granting or extension of the import or export license or any other governmental authorization in the event that a Party uses reasonable efforts to fulfil its tasks properly and on time.

5.5 Recovery by EIT FOOD

In the event the EIT Food Participant did not use the financial support from EIT FOOD for the purpose of the KAVA or not in accordance with the terms and conditions of this Contract or the

Framework Agreement, it is under the obligation to return the unused or unjustified amounts within 30 calendar days upon notification from the EIT FOOD.

The EIT FOOD shall have the right to recover any undue financial support of EIT FOOD, if the eligibility rules of Article 7.4 of the Framework Agreement are not complied with, or if the EIT Food Participant has not fulfilled all its other obligations pertaining to the implementation of EIT funded KAVAs under this Contract.

5.5.1. Setoff

EIT FOOD shall have the right to setoff payments for any present or future claim EIT FOOD may have against the EIT Food Participant.

Article 6: Governance structure

6.1 Set-up of governance

The EIT Food Participants shall set up an efficient internal project organization and governance structure for the KAVA, which structure shall not be in conflict with the provisions of the Framework Agreement. At the latest at the Effective Date, the Activity Leader shall notify the EIT FOOD of the structures and processes agreed upon between the EIT Food Participants, and the Activity Leader shall notify the EIT FOOD of any changes thereto immediately.

6.2 Activity Leader

The Activity Leader is the legal entity acting as the intermediary between the EIT Food Participants and the EIT FOOD and is the first point of contact for the EIT FOOD regarding the KAVA, its progress and its participants.
The role and responsibilities of the Activity Leader are outlined in the EIT Food HIVE Platform for Participants.
If one or more of the EIT Food Participants is late in the submission of any of the required information related to the KAVA implementation, monitoring and reporting, the Activity Leader may nevertheless submit the other EIT Food Participants' KAVA deliverables and all other information required by the EIT FOOD in time.

6.3 Replacement of the Activity Leader

If the Activity Leader fails in its tasks, the EIT FOOD may propose to the other EIT Food Participants to replace the Activity Leader with another EIT Food Participant or with the replacement person designed by it.

6.4 Acting on behalf of other Parties

The Activity Leader shall not be entitled to act or to make legally binding declarations on behalf of any other EIT Food Participant, unless explicitly stated otherwise in this Contract.

6.5 Limitation of the Role of the Activity Leader

The Activity Leader shall not enlarge its role beyond the tasks specified in this Contract and the Activity Implementation Guidelines set forth in the EIT Food HIVE Platform for Participants.

6.6 Cooperation with the Activity Leader

In accordance with the provisions of Article 4.1 of this Contract, the EIT Food Participant shall co-operate with the Activity Leader and with the EIT FOOD to provide all information as is required to fulfil the reporting obligations towards the EIT FOOD. The EIT Food Participants and the Activity Leader shall further comply with the guidelines issued by EIT Food Management to

provide reports and shall provide regular updates on the reports regarding technical progress and financial aspects in accordance with these guidelines, as agreed with the legal representatives of the EIT Food Participants.

Article 7: Financial Provisions

7.1 General Principles

7.1.1 Participant's Budget

The Participant's budget for the years 2026, 2027, and 2028 shall be as follows:

Year 2026	EIT Funding	Participant Funding
Year 2027	EIT Funding	Participant Funding
Year 2028	EIT Funding	Participant Funding

7.1.2 Distribution of the Financial Support

The financial support from EIT FOOD to the EIT Food Participants for executing the KAVA shall be distributed by the EIT FOOD in accordance with:

- the eligible costs as set out in the financial statements of the individual EIT Food Participant, however, subject to
- the provisions of payment in Article 7.2.

An EIT Food Participant shall receive financial support only for its tasks carried out in accordance with the Activity Plan. Furthermore, the EIT Food Participant is aware that it must keep the records and the original documents supporting the costs declared in accordance with Article 12 and Section 3 of Annex 3 of the Framework Agreement.

The EIT Food Participant acknowledges its responsibility to prepare its cost report in compliance with the Horizon Europe rules, including maintaining all supporting documentation as required by the Horizon Europe Regulation and the Framework Agreement.

7.1.3 Substantiating Costs

The EIT Food Participant acknowledges that it will be solely responsible for substantiating its costs with respect to the KAVA towards EIT Food, if required with original supporting documents. Cost verifications may be conducted by EIT FOOD as part of project monitoring or reporting cycles.

7.1.4 Funding Principles

An EIT Food participant which spends less than its allocated share of the budget as set out in the Activity Plan or - in case of reimbursement via unit costs - implements less units than foreseen in the Activity Plan, will receive financial contributions in accordance with its actual duly spent eligible costs only.

During the term of this Contract, the Management of the EIT FOOD has the right to review the

allocation of the EIT grant to the KAVA budget. In the event that an EIT Food Participant spends less than its allocated share of the budget, the Management of the EIT FOOD can decide to reallocate the financial support in accordance with the provisions of the PA and the Framework Agreement.

An EIT Food Participant that spends more than its allocated share of the budget as set out in the Activity Plan will receive financial contributions only in respect of duly spent eligible costs up to an amount not exceeding that share.

7.1.5 Financial Consequences of the termination of the participation of a Party

An EIT Food Participant terminating its participation in a KAVA shall refund all payments it has received except the amount of contribution accepted by EIT FOOD for the costs declared eligible. Furthermore, a Defaulting Party shall, within the limits specified in Article 4.2 of this Contract, bear any reasonable and justifiable additional costs occurring to the other EIT Food Participants in order to perform its and their tasks.

7.1.5. Reimbursement Rate

7.1.5.1 A reimbursement rate will be set for each EIT Food Participant at the initiation of the KAVA. It will represent the amount of EIT grant allocated in the KAVA budget, as a percentage of total budget allocated to the EIT Food Participant's tasks in the KAVA, including Participant co-funding. The reimbursement rate will be maintained at any subsequent amendment of the KAVA workplan, unless approval is given by the Management of EIT FOOD to amend the reimbursement rate.

In case the total reported eligible cost of the KAVA of any individual EIT Food Participant is lower than the allocated KAVA budget, the Reimbursement Rate for that participant will be applied. In case the total reported eligible cost of the KAVA of any individual EIT Food Participant is higher than the allocated KAVA budget, first the full committed financial support will be allocated to the respective EIT Food participant, and the remainder of the costs will be covered through EIT Food participant co-funding.

7.1.5.2 EIT Food Participants are not allowed to reduce the amount of their co-funding in the KAVA, unless agreed upon by EIT FOOD.

7.1.6 KAVA Monitoring

According to the provision included in article 6 Framework Agreement and in compliance with the Horizon Europe Regulation, the EIT FOOD shall be in the obligation and entitled to perform the monitoring of the KAVA.

The EIT Food Monitoring Plan is outlined in the Activity Implementation Guidelines to be found in the EIT Food HIVE Platform for Participants which might be amended by EIT FOOD as required.

7.1.7 Monitoring: Financial Consequences

As part of the monitoring procedure, EIT FOOD shall be entitled to (including but not limited to) re-orient, stop, and make budget adjustments to underperforming KAVAs. If the proper implementation of the KAVA is jeopardized by an overall lack of performance by the EIT Food Participants in the KAVA, EIT FOOD acting on the basis of a justified decision of its Management shall have the right to act and decide on the consequences of the non- performance, which might include and lead to a reduction in financial support and/or the termination or suspension of the KAVA.

In case that a reduction in financial support for the KAVA has been decided, the EIT FOOD shall

communicate in writing to the EIT Food Participants the financial support reduction, the amount to be reduced and the reasons why (hereinafter the "Default Notice"). The EIT Food Participants may — within 30 days of receiving the Default Notice — submit observations if they disagree with the reduction. EIT FOOD shall review the submitted observations and shall communicate to the EIT Food Participants the final decision (whether confirming the financial support reduction, its adjustment, or deciding not to apply said reduction).

The EIT Food Participants shall make the corresponding arrangement between themselves in order to determine which EIT Food Participants shall bear the financial consequences (financial support reduction) of the Default Notice and the distribution of the amount to be reduced between them and will - within 30 days period after the receipt on the Default Notice- communicate these details in writing to EIT FOOD. In case EIT FOOD doesn't receive said communication in the term set, the reduction of the subgrant shall be prorated amongst all EIT Food Participants participating in the KAVA (i.e. 20% subgrant reduction would result in all partners getting 20% less of their allocated financial support).

7.1.8 Financial Sustainability

As detailed in article 8 of the Framework Agreement, the EIT Food Participant hereby acknowledges and agrees to comply with the Sustainability commitment included in the Activity Plan.

7.2 Disbursements

7.2.1 Eligibility

The EIT Food Participant is eligible to receive financial support disbursements, including pre-financing payments, payments based on milestones and payment of the balance if all the following provisions are complied with on a continuous basis during the term of this Contract:

- If and when relevant, the EIT Food Participant has paid the necessary fees to the EIT FOOD;
- All relevant eligibility criteria under the Framework Agreement and this Contract are fulfilled.
- the EIT Food Participant is not in default under this Contract or another relevant agreement;
- All cost reporting obligations and milestones are complied with up to and including the date of the assessment of the EIT Food Participant 's eligibility;
- The EIT FOOD has received the relevant pre-financing, interim payment (if applicable) or payment of the balance from EIT.

Eligibility for financial support disbursements is contingent upon the EIT Food Participant preparing its cost report in compliance with the Horizon Europe rules.

7.2.2. Disbursements schedule

The disbursements schedule for the 2026 – 2028 Grant period will be defined for each calendar year and outlined in the EIT Food Management Decision on Grant Funding Allocation, to be found in the EIT Food HIVE Platform for Participants.

7.2.3. Pre-financing and further disbursements

The EIT FOOD may provide one or more prefinancing payments to the EIT Food Participant for the implementation of the KAVA, calculated on a calendar year basis and according to the

participant's category and project type.

The EIT FOOD will execute further disbursements via instalments linked to milestones / deliverables / acceptance conditions in accordance with the disbursements schedule outlined in the EIT Food Management Decision on Grant Funding Allocation and its subsequent amendments. Disbursements may be linked to the reporting of eligible costs.

7.2.4. Payment of the balance

The payment of the balance reimburses the remaining part of the eligible costs (in accordance with Article 5.2 of the Framework Agreement) and contributions for the implementation of the KAVA. Payment is subject to the approval of the final periodic report. Its approval does not imply recognition of compliance, authenticity, completeness or correctness of its content.

7.2.5 All payments by the EIT FOOD to EIT Food Participant hereunder, shall be made to the bank account named by the EIT Food Participant in the administrative system of EIT Food.

Article 8: Consortium Agreement or Similar

The EIT Food Participant shall enter into a consortium agreement or a similar internal document with other EIT Food Participants to specify or supplement binding commitments among themselves.

In relation to the abovementioned, EIT FOOD expressly requires that the EIT Food Participants agree and make the corresponding arrangements in the referred documents, with respect to the financial return mechanism towards EIT FOOD (where required and stipulated in the Activity Plan):

- The EIT Food Participants shall agree and select an adequate Exploiting Party (as defined in the Framework Agreement) who must have demonstrable capability and track record of commercial activity and sales in the target market, with the capability to market, sell, scale up and grow the products or services.
- The EIT Food Participants must agree on the distribution and composition of the financial contributions and payments to EIT FOOD, which would correspond to each EIT Participant in the KAVA.
- EIT Food Participants must Internally agree on any aspect related to the ownership of Results and Access Rights, in order to ensure the correct exploitation of the results arising from a KAVA as regulated in Annex 3, Section 1 "Intellectual property rights" of the Framework Agreement.
- The EIT Food Participants shall make the corresponding internal arrangements (e.g., granting power of attorney, proxy or similar to the Exploiting Party) which will allow the Exploiting Party to be entitled to enter into EIT FOOD's intellectual property management agreements/financial return mechanism on its own behalf and on behalf of all the EIT Food Participants involved in the KAVA.

Article 9: Confidentiality

The Confidentiality provisions included in Article 17 of Framework Agreement shall be fully applicable to this Contract.

Article 10 Communication

Article 10.A: Co-Branding

The EIT Food Participant shall comply with the communication and branding requirements which are included in article 11 of the Framework Agreement and the Annex 3 - Section 2: Communication, dissemination and visibility rules.

10.B Specific arrangement for Public Engagement or Communication KAVA

For KAVAs which are labelled as "Public Engagement or Communication KAVA", the following will apply:

For the purpose of this article "Data" shall mean the data, knowledge and information, generated in the KAVA and being part of the Results, determined to be available to EIT FOOD in common agreement between EIT FOOD and the EIT Food Participant.

EIT Food Participant shall grant to the EIT FOOD the following additional Access Rights: non-exclusive, fully paid-up, irrevocable, world-wide license to use the Data for the following purposes:

1. use for its own purposes, including further research such as but not limited to quantitative and qualitative studies,
2. distribution to the public, including communication, dissemination and publication in whatever form by disclosing them to the general public by appropriate means.

   This right includes the right for publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, inclusion in widely accessible databases, showcasing and exhibiting.
3. Editing or redrafting
4. Translation
5. Storage in paper, electronic or other form
6. Archiving, in line with applicable document-management rules
7. The right to authorize third parties to act on its behalf or sub-license to third parties the modes of use set out in Points (2) to (7) above.

The rights of use are granted for the whole duration of the industrial or intellectual property rights concerned.

Article 11: Data Protection

In the execution of this Contract, the Framework Agreement and the Statutes and By-Laws of the EIT FOOD, each Party shall at all times comply with its obligations under the regulation (EU) 2016 of the European Parliament and of the Council from April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of directive 95/46/EC (hereinafter: "General Data Protection Regulation" or "GDPR") and their corresponding national applicable laws.

The legal basis on which EIT FOOD may process personal data of an EIT Food Participant is "execution of the Contract." It is necessary for EIT FOOD to collect EIT Food Participant's personal data for the purpose of the execution of this Contract.

EIT Food Participant's rights and obligations regarding the collection and processing of the personal data by EIT FOOD, are listed in a clear and legible way in EIT FOOD's privacy policy, which can be found on the public EIT Food website under "Privacy Policy".

Article 12: Miscellaneous

12.1 Annexes, inconsistencies and severability

The KAVA Contract consists of this core text, and the Activity Plan which is available in the "Files" section of the project implementation tool, which shall be put in place for the EIT Food Participant, as well as the Activity Implementation Guidelines and the EIT Food Management

Decision on Grant Funding Allocation, which are both available on the EIT Food HIVE Platform for Participants.

For the avoidance of doubt, all cost reporting obligations under this Contract shall be performed in compliance with the Horizon Europe rules, regardless of any conflicting provisions.
In case the terms of this Contract on the one hand conflict with the terms of the Framework Agreement on the other hand, the terms of the latter shall prevail. In case of conflicts between the EIT Food Activity Implementation Guidelines the core text of this Contract, the latter shall prevail.

Should any provision of this Kava Contract become invalid, illegal, or unenforceable, it shall not affect the validity of the remaining provisions of this Contract the Parties concerned 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 any other Party. Nothing in this Contract 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 Contract shall be in writing to the addresses and recipients as listed in the most current address list kept by the Activity Leader.

Formal notices:
If it is required in this Contract that a formal notice, consent or approval shall be given, such notice shall be signed by an authorized representative of an EIT Food Participant and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

Other communication:
Other communication between the Parties may also be effected 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 EIT Food Participant to the Activity Leader. The address list shall be accessible to all concerned.

12.4 Assignment and amendments

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

Amendments and modifications to the text of this Contract require a separate written agreement to be signed between all Parties.

12.5 Mandatory national law

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

12.6 Language

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

12.7 Applicable law

This Contract shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

12.8 Settlement of disputes

The Parties shall endeavour to settle their disputes amicably.

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

Nothing in this Contract shall limit the Parties' right to seek injunctive relief in any applicable competent court.

Article 13: Signatures

The Parties acknowledge and agree that this Contract is duly signed by the undersigned authorized representatives in separate signature pages the day and year first above written.

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

On behalf of EIT Food IVZW

Name: Richard Zaltzman
Title: CEO
Date:
Signature:

On behalf of the Participant

Name::
Title:
Date:
Signature:

Name:
Title:
Date:
Signature: