

Request for Proposals

Event Management Services for EIT Food's Employee Days event
2026

Deadline: 19th May, 2025 by 10:00 am CET

EIT Food – Improving Food Together

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

<http://www.eitfood.eu>

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1. Invitation to Provide a Proposal

This document and its appendices constitute an RFP (Request for Proposal) issued by EIT Food IVZW for a potential procurement of event management support services (via framework agreement) to organise EIT Food's Employee Days event in 2026.

With this RFP, EIT Food provides information so that the tenderer understands EIT Food's requirements and scope for the services intended to provide a suitable proposal.

The submitted tender should be precise, correct, and comprehensive so that EIT Food is able to have a clear understanding about the tenderer, their ways of working with clients, their suggested expertise and services, and their delivery capacity to make an informed decision.

We invite interested parties to send us a proposal covering the scope of work defined in this RFP.

The selected contractor will sign **a one-year contract with EIT Food, with a possibility of extension of one year up to three times.**

Geographic scope: To ensure an effective client-agency relationship, and because our teams and activities are based across Europe, we are looking for tenderers based in Europe.

The submission deadline is **May 19th 2025, 10.00 am CET.**

Contractors should make sure to include in their offer all the costs described in the scope of services.

2. Overview of EIT Food

EIT Food is the world's largest food innovation community, creating connections right across the food system.

At EIT Food, we accelerate innovation to build a future-fit food system that produces healthy and sustainable food for all. To achieve this, we are leading the world's largest food innovation community.

Through a missions-led approach, we put improving outcomes for people and planet as the starting point for our work.

Supported by the European Institute of Innovation and Technology (EIT), a body of the European Union, we invest in projects, organisations and individuals that share our goals for a healthy and sustainable food system. We unlock innovation potential in businesses and universities and create and scale agritech startups to bring new technologies and products to market. We also equip entrepreneurs and professionals with the skills needed to transform the food system and educate and inspire the next generation.

Our innovation projects are delivered with a combination of industry, education and research partners to improve environmental and health outcomes, by developing solutions that align with our three missions: Healthier Lives Through Food, A Net Zero Food System, and Reducing Risk for a Fair and Resilient Food System.

EIT Food headquarters (HQ) are based in Leuven, Belgium and it has 5 regional offices (Co-Location Centres or CLCs) in Europe (based in Poland, Spain, Germany, the UK and Belgium), each working with and for partners in several EIT Food partner countries.

For more information about EIT Food please visit www.eitfood.eu

3. What is Employee days?

ABOUT THE EVENT

The Employee Days is EIT Food's annual in-person team-building and staff networking event. The 2026 edition will take place on April 21st and 22nd, with an estimated 190–220 participants. Additionally, team meetings may be scheduled upon request for April 23rd.

This document outlines the services we seek from the contractor, primarily to project-manage the entire event as the lead event contractor. Please ensure that your proposal includes a detailed pricing breakdown for hosting the event. As the main contractor, you will be responsible for overseeing all aspects of the event's success, including managing cooperation with third-party suppliers and agencies handling specific elements or activities.

The objective of the EIT Food Employee Days is hold an in-person teambuilding event that facilitates collaboration, exchange, and networking by bringing together all EIT Food's staff.

4. Scope of Services

The following section details the services we are looking for the contractor to provide. It also provides details on how interested contractors can submit a proposal.

LOCATION AND VENUES

As in 2025, Employee Days 2026 will be in Ghent, Belgium.

This year's edition in Ghent was a success and EIT Food has decided that Employee Days 2026 will return to Ghent.

The venue should be the Old Fish Market (same as in 2025).

In case the venue is not available, the contractor must seek venues with the same characteristics:

- **Proximity to Hotel:** The venue for the Employee Days and optional team meetings should either be the same location as the hotel where the delegation will stay or within walking distance.
- **Accessibility:** The venue should be in or near the city center and easily accessible by public transport, with convenient connections from the train station and airport.
- **Catering Requirements:** If catering is included with the venue, it should meet the following standards:
 - o Circular sourcing with a clear environmental footprint.
 - o Ingredients sourced within 100 km of the event location.
 - o Healthy food and drink options.
 - o **Fully vegetarian (whilst able to accommodate health/dietary requirements).**
- **Venue Atmosphere:** The venue should provide an open, inspiring, and dynamic environment that promotes innovation and creativity. We strongly prefer 'out-of-the-box' venue ideas that go beyond traditional conference settings.
- **Accessibility:** ensure that the venues and hotels will be able to accommodate people with restricted mobility.
- **On-Site Staff:** There must be venue staff on-site during the event to coordinate logistics, manage suppliers, and welcome speakers and participants.

Venue Layout Requirements

- **Plenary Room and Breakout Rooms**
 - o Capacity for 190-220 attendees.
 - o Efficient design with good acoustics to prevent disruptions from nearby activities such as networking or workshops.
 - o Must have at least 4 breakout areas.
 - **Quiet Room**
 - **Catering Area**
 - o Space for coffee breaks and lunches for 190-220 participants.
 - **OPS Room**
 - o Dedicated room for operational staff, with capacity for around 5 people.
 - **Team Meeting Rooms (23 April)**
 - o Based on the number of confirmed team meetings, provide an appropriate number of meeting rooms (at the venue or nearby hotels).
 - o Each room should be equipped with a projector or screen and a sound system.
- The layout and acoustics should allow for an efficient design that minimizes disturbances between meetings.

As this is an internal event, alternative, creative networking formats are welcome and can be developed in collaboration with the Internal Communications Manager.

The contractor is expected to oversee the venue setup and ensure all elements meet the specific requirements of the event, ensuring a seamless and professional experience for all participants.

REQUIRED AGENCY SUPPORT

- Venue Scouting (only needed in case the Old Fish Market is not available) – propose 3 to 5 venue options suitable for the event, arrange and take part on site visits. In case the proposed venues are not suitable and/or available, more rounds of scouting might be needed.
- Venue Selection & Logistics: support in the venue selection by providing recommendations to EIT Food, including catering options. Confirm the venue and handle all logistics related to the venue setup and requirements.
- Hotel Accommodation: Secure 3* or 4* eco-branded hotel accommodation considering location closeness to the event venue, capacity, and affordability. **The contractor will organise block bookings. The preference is for all participants to stay in one hotel, but if that is not possible, accommodations should be close to each other and the venue.** The agency will take over the communication with the hotel and attendees and will be responsible for all the booking arrangements and the different invoices with the regional offices. The agency will also liaise between staff and contractors and inform them about their accommodation.
- Event Project Management: Provide end-to-end project management for the Employee Days event and team meetings, ensuring smooth collaboration between third-party providers, and overseeing all aspects of the event.
- Supplier Coordination and Payment: Handle the coordination and payment of all suppliers (venue, AVs, catering, speakers, transportation, etc.) to ensure timely and efficient financial management.
- Customer care and event mailbox management: Ensure timely, accurate, and professional responses to all inquiries, enhancing attendee experience before, during, and after the event. Liaise with EIT Food's Events team to ensure coherent responses aligned with the internal guidelines.
- Comprehensive Project Timeline: Set up, manage, and execute a detailed project timeline for the event using Trello, ensuring all stakeholders have visibility on key deadlines and milestones.
- Event Branding: Apply the existing event branding package (in line with EIT Food's branding guidelines) to all event materials, allowing for small changes if requested. This includes digital assets, signage, and printed materials.
- Website Management: Refresh and update the existing event website, ensuring it reflects the latest information, and manage the site throughout the event cycle.
- Invitations: Draft and send invitations via EIT Food's platform, in coordination with the Internal Communications Manager.

- **Online Registration:** Establish and manage an online registration system. This system should facilitate breakout session sign-ups and allocate participants to the appropriate rooms at the venue. Responsibilities also include confirming participant registrations, addressing attendee inquiries via email, and providing bi-weekly reports on registration status and inquiries to EIT Food.
- **Reporting:** Provide bi-weekly registration updates to EIT Food (increasing to weekly reports closer to the event date).
- **Event Concept & Format:** Propose ideas to enhance the event's concept and format, with an emphasis on creative, non-traditional approaches that foster engagement. Offer advice on session formats to create more dynamic and interactive experiences, breaking away from standard conference styles.
- **Keynote Speakers:** Propose potential keynote speakers that align with the event's theme. This includes conducting research on speaker availability, fees, and relevance to the event's objectives.
- **Speaker Support:** Support the organisation of briefing calls with speakers and moderators to help shape content and guide presentations. Provide speakers with a detailed logistics briefing and on-site support during the event.
- **Networking App Management:** Set up and manage an interactive event networking app, in collaboration with the Internal Communications Manager, to facilitate meaningful connections among attendees. It could be an out of the box approval to networking instead of the app.
- **Onsite Presence:** Ensure a strong onsite presence from the contractor's team before, during, and after the event. This includes venue setup, management of logistics during the event, coordination with suppliers, and the breakdown of the event post-conclusion.
- **Catering & Sustainability:** Organise circular, sustainable catering options in line with EIT Food's guidelines, ensuring that food is locally sourced (within 100 km of the venue) and offers healthy options. Menu should be sustainable with local ingredients reflecting country culture. Should consider attendee dietary requirements and fully vegetarian. Catering should also be provided for the team-building and social activities. Possibility to recycle waste (recycle bins instead of waste bins) and initiative set for food waste produced. We expect the following:
 - o For both 21 and 22 April: lunch for 190 – 220 people
 - o For both 21 and 22 April: permanent coffee/tea stations, water and healthy small snacks, fruits
 - o 21 April: dinner as part of the social programme (at a separate venue from the event)
 - o 23 April (Optional team meetings) – Coffee, tea, water, and healthy snacks for meeting rooms.
- **Audio-Visual Services:** Select, coordinate, and manage all audio-visual service providers, ensuring the necessary equipment is in place for plenary sessions, breakout workshops, and networking activities. AV services should be included in the contractor's budget proposal and paid by them.
- **Venue Branding:** Develop and produce all venue branding materials in line with EIT Food's guidelines, ensuring cohesive visual identity across all event touchpoints.
- **Badge Preparation & Registration Desk:** Prepare badges for all participants and staff the registration desk on-site to ensure a smooth check-in process.

- **Merchandise:** Propose options, support selecting, and manage production of a sustainable giveaway for attendees. Potential gifts for speakers and moderators should also be considered.
- **Event Photography:** Provide professional photo coverage of the event to document key moments, sessions, and interactions for future marketing and promotional use.
- **Personnel:** Source and contract diverse personnel for roles including hosting, tech support, registration, catering, photography, and videography, ensuring gender balance and inclusivity.
- **Team-Building & Social Activities:** Organise an inclusive and sustainable team-building activity on April 21st. Activities should foster collaboration and connection among participants, with a focus on sustainability and circularity. This includes proposing inclusive team activities that foster collaboration among all staff members, assessing the suitability and availability of potential venues— which can differ from the main event location—and ensuring that these venues reflect the local culture or agrifood sector, such as a castle, factory, warehouse, greenhouse, or unique restaurant. If the selected venue is not within walking distance, transportation arrangements will be made to provide a bus service from the hotels or event venue. The contractors are also expected to offer creative proposals and ideas to enhance the activities' concept and format, aiming to make the experience more engaging and interactive, potentially including outdoor options with contingency plans for inclement weather.
- **Look and Feel:** The contractors will be responsible for creating the overall look and feel of the event, ensuring it aligns with EIT Food's brand guidelines and existing branding materials. This includes the physical design of the venue, incorporating sustainable decorations and signage, as well as designing lanyards and managing AV set-up. Additionally, they will coordinate a sound system for the dinner venue. Instead of traditional event merchandise, the contractors will source and provide food parcels for a local food bank (or similar charitable offering) to compensate for each attendee.
- **Coordinating Meetings:** Organise weekly or bi-weekly check-ins with EIT Food to review the progress of the event planning and ensure alignment with the agreed work plan.
- **Satisfaction Survey:** Create a satisfaction survey for participants to complete post-event and share the resulting feedback report with EIT Food.
- **Budget Management:** Manage the allocated event budget, including third-party costs, invoicing, and payment. Provide EIT Food with a monthly budget update and a comprehensive post-event budget report, including a detailed list of expenses and linked invoices.
- **Post-Event Review & Report:** Conduct a post-event review meeting with EIT Food to evaluate successes, challenges, and lessons learned. Provide a concise post-event report, summarizing key outcomes, attendance figures, highlights, and networking data.
- **Post-Event Budget Review:** Provide EIT Food with a comprehensive post-event budget report, including all expenditures with linked invoices. Organise a post-event debrief to discuss overall outcomes and key learnings.

EVENTS AGENDA

EIT Food will be responsible for drafting and filling the agenda of Employee Days, however, we expect logistical support when putting the programme together. Here is the preliminary agenda (please note it's subject to potential changes):

21 April

- Start of programme 9.00 CET
- Start social programme: as from 15:00-16.00 CET (flow into evening)
- End of evening programme: 22.00 CET

22 April

- Start of programme: 8:30 CET
- End of programme: 15:00/16:00 CET

METHODOLOGY AND ORGANISATION OF WORK

Within EIT Food, the Events Manager will lead the project and act as the main point of contact. However, the contractor is expected to work with different teams and members of staff within EIT Food in preparation of the event.

EIT Food and the selected contractor will organise a kick-off meeting to initiate the project and share all the necessary information.

The successful contractor (responsible for the event's overall management) will have to adopt a detailed planning for the execution of all event-related activities and will have weekly or biweekly catch-up teleconferences with EIT Food to ensure the correct implementation of the agreed work plan. The contractor will have to provide EIT Food with monthly time sheets of hours spent on different tasks, aspects and workplan of the projects. The contractor will have to manage end-to-end the budgets allocated by EIT Food for the events (project management and event third-party costs) including invoicing, payment, and post event reporting. In this context, the main contractor will have to provide EIT Food with a budget expenditure update on a monthly basis during the course of the project and a comprehensive budget report post-event (within the agreed deadline) showing a comprehensive list of event expenditures with linked third-party invoices.

The successful contractor will have to be able to keep an open line of communication using different means and platforms such as regular meetings, email exchange with timely responses, keeping the SharePoint and Trello board updated.

The timeline for the project must include the contractor's team breaks (public holidays and holidays) and the contractor must ensure that, when there are breaks, the streams are covered by another team member.

The contractor will ensure timely responses throughout the project.

TIMING AND PLANNING

Tentative timeline of pre- and post-event activities (to be agreed with the contractor):

- Project Kick-Off Meeting: Before July 10th, 2025
 - Project Timeline: By July 22nd, 2025
 - Site visits (if needed): Before August 8th, 2025
 - Venue & Accommodation Selection: Before August 20th, 2025
 - Website Creation & Updates: By October 28th, 2025
 - Event Website and Registration Portal Live: By November 5th, 2025
 - Programme (1st Draft): By January 20th, 2026
 - Venue Branding, Set-Up & Catering Menus Ready for EIT Food Approval: By February 13th, 2026
 - Event Run-of-Show & Participant Packs Distributed: By April 6th, 2026
 - Onsite Venue Set-Up & Preparations: April 20th, 2026
 - Event Days: April 21st–22nd, 2026
 - Optional Team Meetings: April 23rd, 2026
 - Event Invoices Ready for Review by EIT Food: By May 14th, 2026
 - Post-Event Draft Report Ready for Review by EIT Food: By May 14th, 2026
- *These listed activities and dates are purely indicative and subject to potential changes depending on several internal and external factors.

Term

The term of the Framework Legal Services Agreement shall be until June 24th 2026, with possible annual extensions, up to a maximum total duration of 4 years. In the case of continuing activities beyond 2026, all tasks and budget will be established in a new statement of work.

5. Proposal Process

5.1. Participation

Participation in this proposal procedure is open to the tenderers. The tenderer will be selected based on the Evaluation Methodology and Criteria indicated in section 5.9.

5.2. Proposal Response

The proposal shall contain a “Service Response”, a “Team Outline” and a “Financial Offer”. Proposals should not exceed 15 pages and should be submitted as email attachments (no links).

Service Response

The service response to this RFP must be sent in a PDF format following structure/chapters and should at least include the tenderer's proposal on the following topics:

1. **Identification and overview of the tenderer.** Including a named point of contact, the registered address and an overview of the company and portfolio with previous events organised with the same or large scale in different European countries.
2. **Team outline.** Outline the team who would provide this service for EIT Food. The successful contractor will provide their team proposal, listing the names and job titles of the team that will manage Employee Days 2026. This should include a senior and experienced project manager that will be the main point of contact and will oversee and lead the event and manage the daily communications / follow up of action points with EIT Food's Events Manager and with different teams/ members of staff within EIT Food. The team outline should include the following:
 - An overview of the people who would support EIT Food for Employee Days 2026 management.
 - High level experience summary for your team members.
 - Methodology and organisation of work.
 - Rationale for the team.
 - Designated initial point of contact.
3. Submit 3 to 5 **suitable venue options for Employee Days 2026** (in case the Old Fish Market in Ghent is not available)
4. A **preliminary plan** of where, when and how contractors would deliver the event.

Submit a proposal that clearly reflects the event's overall look and feel. This should include elements such as the event layout, design concepts, and atmosphere, capturing the essence of the brand and the intended experience.

5. **Financial offer.** The financial offer should be provided in Euros. The financial offer must specify the budget allocation with a clear breakdown of costs such as project management, venue scouting, venue renting, AVs, catering, speakers, branding, etc. VAT should be clearly stated separately. Please note that the selected contractors will be responsible for all relevant subcontracting (venue, AVs, catering, staff, build up, external speakers, merchandise, etc.).
The budget breakdown submitted by contractors must include real estimates for all main costs listed in this tender to present a realistic overview of expected total costs for the event. The document must be provided in an excel format.

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

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

Experience and Suitability: Agencies with demonstrated experience in organising events of a similar size across various European locations will be highly valued. It is essential to provide proof of the agency's capability to deliver events in multiple countries.

The selected contractors will be chosen following best value for money principles.

5.3. Submission of proposal

	Date
RFP published on EIT Food's website + sent to the potential suppliers	18 April 2025
Deadline for requesting clarification from EIT Food	30 April 2025
Deadline for submitting proposals	19 May 2025, 10.00 am CET
Interviews (if requested by EIT Food)	2 to 5 June 2025
Intended date of notification of award	10 June 2025
Intended date of contract signature	25 June 2025

After the above-mentioned deadline of submission, EIT Food will not accept any proposals coming in.

EIT Food retains the right at any moment of the process to stop the RFP process if required. This RFP is not to be construed in any way as an offer to contract with the tenderer/s.

The tenderer/s must not communicate with any other personnel of EIT Food regarding this RFP. All information supplied in connection with the RFP regarding EIT Food as a result of this tender process shall be treated as confidential and shall not be disclosed to any third party. Likewise, all information not in the public domain and included in the tenderer's proposal will be treated in confidence by EIT Food.

Please submit proposal **by 19th of May 2025 at 10.00 CET**. EIT Food will then decide and enter into a contract with the successful party.

Proposals must be emailed in English with the subject line "Employee Days 2026 RFP + name of the agency" to events@eitfood.eu

5.4. Validity of the proposals

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

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

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

5.5. Requests for additional information or clarification

In case the tenderers require additional information or clarifications, these should be addressed to the contact indicated below. All communication between EIT Food and tenderers is only possible in writing, all requests will be done and answered by e-mail only. All questions should be sent prior to deadline for requesting clarification as specified in Section 5.3.

Contact events@eitfood.eu

EIT Food has no obligation to provide clarification.

5.6. Costs for preparing proposals

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

5.7. Clarification related to the submitted proposals

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

5.8. Negotiation about the submitted proposal

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

5.9. Evaluation of proposals

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

Award criteria:

1. Proposed Services (maximum: 50 points)
 - a. Relevant project experience, expertise, and competences of the proposed project teams.
 - b. Methodology approach of project and proposed project implementation.
 - c. Creative, original, and strategic input to shape the event concept and format.
 - d. Capability to organise events with similar characteristics in different cities across Europe.
 - e. Strategies to minimise the event's environmental footprint.
2. Team profile (maximum: 20 points)
 - a. Rationale for selecting your core team.
 - b. Core team/account manager profile alignment to EIT Food's needs.
 - c. Capability of broader team

Total technical score: 70 points maximum

3. Price or total cost: lowest offered expert unit price shall receive the highest score; the score for other offers shall be calculated in relation to that in linear equation (maximum: 30 points)

Value for money: 30 points maximum

EIT Food will review the proposals based on both price and quality with an overarching objective to achieve best value for money. The highest score will be given to the lowest fee among the participating companies.

Total maximum score: 100 points

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

5.10. Signature of contract

Please refer to Annex 1 for the template contract that shall apply to this procedure. Any changes desired by the tenderer in the provisions contained in the body of this Service Agreement must be communicated

to EIT Food as part of the proposal of such tenderer. Any such changes will be considered as part of the evaluation of the proposal of each tenderer.

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

5.11. Cancellation of the proposal procedure

In the event of cancellation of the procurement procedure, EIT Food will notify tenderers of the cancellation. In no event shall EIT Food be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a proposal procedure, even if EIT Food has been advised of the possibility of damages. In the event of an issue arising from the negotiation between the agency and a 3rd party (misunderstanding/didn't respect deadlines etc), EIT Food are not responsible for any refunds. The issue should be resolved directly by the agency to arrive at a workable solution as soon as possible.

5.12. Ethics clauses / Corruptive practices

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

The supplier shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests'). The supplier should immediately inform EIT Food if there is any change in the above circumstances at any stage during the implementation of the tasks.

Annexes

Annex 1: Contract Template. The Contract Template is provided for information purposes only and might be subject to considerable modifications.

Annex 2: Declaration of Honour

Annex I – Contract Template

FRAMEWORK AGREEMENT EIT FOOD _____

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

EIT FOOD IVZW, an international non-for-profit association under Belgium law with registered address at Ubicenter A, Philipssite 5 (bus 34), 3001 Heverlee with enterprise number 0672.423.992 herein represented by [.], acting as [.] and [.] as [.]

(Hereinafter referred to as "EIT Food" and/or the Party),

And

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

(Hereinafter when referred collectively as to "the Parties")

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

WHEREAS EIT Food requires that Contractor provides certain services to support in _____, as further defined in the article 2 and in the attached Annexes I (RFP) and II (Tender). To obtain said services and/or products, EIT Food has conducted a procurement procedure in accordance with its own procurement policy in which it launched a request for proposal (RFP) for the assignment: " _____ " (hereinafter "the Assignment")

WHEREAS, The Contractor has submitted its offer on _____ 2022 - (hereafter referred to as the Tender). The Tender of the Contractor meets the requirements set by EIT Food and said proposal was scored as the offer which is expected to obtain the Best Value for Money.

WHEREAS, Contractor agrees to perform the Assignment, all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Article 1.- DEFINITIONS

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

Agreement – This Framework agreement under which the Sub-assignments will be executed in accordance with the RFP.

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

Assignment – The complete services and products that Contractor will deliver in accordance with the RFP and the Agreement. The Assignment is explicitly described in article 2 and in the Appendixes for the details.

Confidential Information - Any information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) under this Agreement (i) that is clearly marked as proprietary and/or confidential when disclosed or, (ii) from which the confidentiality and proprietary nature can be reasonably interfered under the circumstances. Without limiting the generality of the foregoing, the terms and conditions of this Agreement, including prices, are Confidential Information of both Parties.

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

Contractor – The legal entity (or entities in a Consortium) that submitted the winning Tender in accordance with the Assignment and corresponding requirements as formulated in the RFP.

PA (Partnership Agreement) - The agreement between EIT Food and the European Institute of Innovation and Technology. The FPA lays down the conditions under which EIT Food and the European Institute of Innovation and Technology work together, a.o. with respect to organizing the KIC Activities and receiving the funding from the European Institute of Innovation and Technology.

Legal representative – The natural person who, according to the corporate regulations of Contractor, is entitled to bind the Contractor legally.

CLCs – Co-location centres of EIT Food established in Reading, Warsaw, Madrid, Leuven and Munich.

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

RFP documents – All documents (including the RFP) that are provided by EIT Food during the procurement procedure.

Service(s) and/or Products – Requested services and/or products as defined in this Agreement and its Appendices which will lead to achieving the defined goals.

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

Sub-assignment – Detailed (partial) assignments within the scope of the Assignment on which the provisions of the Agreement are applicable. The execution of Sub-assignments will always be preceded by consultation of Parties and an order confirmation and will be reflected in a Statement of Work.

Tender/ Proposal – The winning offer of the Contractor on which EIT Food determined this offer to be the offer which provides the best value for money.

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

Working day – A calendar day, not the Saturday or Sunday, not an internationally respected holiday and/or the equivalent of such a day as respected by EIT Food.

Article 2.- SCOPE OF AGREEMENT AND SERVICES

2.1 This Agreement applies to all Services to be rendered by the Contractor to EIT Food as further described in the Tender and in the Sub-assignments following from this Agreement. The main objective of the Assignment is:

Further details on the scope of work of the current Framework Agreement can be found in Annex I (RfP).

2.2 EIT Food may, based on this Agreement, provide Contractor with an order to perform Sub-assignments (additional services as described in the RFP documents and the Tender). This

Contract applies to all Services to be rendered by the Contractor to EIT Food as further described in future specific contracts/statements of work, and which will form annexes to this Contract in Annex. The statement of work template is attached as annex III.

Any specific request for services will result in a separate specific contract (statement of work) for specific Services to be rendered between EIT Food and Contractor. The specific statement of work will provide the detailed arrangements for the Services to be rendered thereunder and will be established in accordance with the Annex.

2.3 The following documents (attached as annexes to this Agreement) are an integral part of this Agreement. The Parties agree that all provisions on Contractors forms are deemed deleted. To the extent there is a conflict between these documents than the first mentioned document will take precedence and govern:

- a. The Agreement:
- b. Request for Proposals (RFP) - Annex I
- c. The Tender as submitted on – Annex II
- d. SoW Template/ First Statement of Work – Annex III
- d. Declaration of honour Annex IV

2.4 Modifications or amendments to this Agreement shall be valid only if these are foreseen in the RFP documents and there is written prior consent of both parties to the modifications and/or amendments.

Article 3.- TERM

3.1 This Agreement has a duration of one year and starts on _____(hereinafter: "the Effective Date").

3.2 This Agreement will be effective as of the Effective Date and shall remain in effect until _____("Initial Term").

3.3 This Agreement may be renewed by EIT Food for three (3) consecutive twelve (12) month periods ("Renewal Term") up to a total of 4 (four) giving Contractor written notice thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the above mentioned, the Parties shall negotiate and agree on the extent and duration of the Renewal Term.

3.4 For the avoidance of doubt, the tacit reconduction of the Agreement cannot be interpreted as a renewed commitment from EIT Food.

Article 4.- PERFORMANCE OF THE SERVICES – REPORTING

Contractor warrants that the Assignment will be performed in a diligent and professional manner, in compliance with industry and legal standards, and in accordance with all specifications, instructions and/or documentation described in the RFP Documents, the Tender or as otherwise agreed.

Contractor guarantees that all services and/or deliveries that are carried out, are in accordance with the requirements of this Agreement.

Contractor is obliged to give due timely and responsible indication of the outcome of the Assignment.

Contractor will make a tailored offer (regarding the expected number of deployment hours) for each Sub-assignment in which it will provide EIT Food with multiple scenarios (at least two) regarding the level of expertise, so EIT Food can make an educated choice with regard to the deployment of the experts (on junior or senior level). For the remainder Contractor will, when carrying out the Assignment, take reasonable wishes (amongst which but not limited to wishes regarding the deployment of junior or senior employees) of EIT Food into account where possible.

Tailored offers with regard to Sub-assignments for copy/printing/” repro” activities can be challenged by EIT Food. EIT Food is not obligated to assign these activities to Contractor.

It is the responsibility of Contractor to further adjust the execution of the Assignment to changing conditions. Contractor will discuss impending relevant changes in statutory regulations impacting the execution of this Agreement with EIT Food in a timely matter.

Contractor shall immediately notify EIT Food of the (partial)completion of a Sub-assignment if EIT Food would otherwise not be aware of it.

Contractor reports monthly to which extent issues have occurred during the execution that influence the execution of the Assignment, and which are outside its control and responsibility.

EIT Food may, at any time during the progress of the Services, require additions, deductions, or deviations (all hereinafter referred to as a “Change”) of the Services. All Change requests must be in writing, include any agreed upon price or schedule changes, and signed by an authorised representative of each Party.

Contractor shall comply with all reasonable guidelines provided by EIT Food for the implementation of services described in the specific request for services.

Submission by the Contractor of all deliverables indicated in the Agreement shall be considered as the Contractor's report of services rendered. The deliverables and reports on progress of deliverables shall be submitted by e-mail on a weekly basis, alongside regular update calls.

The Contractor will ensure that the assigned services and/or deliveries continue in an undisturbed manner and are carried out properly and completely. The Contractor shall always ensure that continuation and execution is not interrupted due to illness, holidays or other reasons for the absence of personnel engaged for the services. The Contractor will immediately take the necessary measures to make the required facilities and/or the deployment of replacement personnel, as the case may be.

The Contractor shall refrain from changing key personnel during the execution of this Agreement. If key personnel will have to be replaced, The Contractor shall consult with EIT Food regarding such replacements. It being understood that the final decisions regarding allocation of personnel always remains with the Contractor. The Contractor shall in any event be liable for any costs and expenses pertaining to the replacement of key personnel.

Article 5.- REMUNERATION, PAYMENT AND TAXES

5.1 Remuneration

The applicable hourly rates for the services are indicated in the Tender (_____) such as submitted by Contractor on _____.

These rates are fixed and specified by Contractor in Euros and excluding VAT.

Additional services will not be paid for unless the RFP documents contained an explicit possibility to do so, EIT Food gave an additional order and parties have written prior consent on the scope and price of the additional services.

Fees may be adjusted as indicated in the Tender for the first time at the first Renewal of this Agreement (_____) provided that the increases of fees can't exceed 5% from the previous financial year and provided that fee reductions are reviewed annually.

Contractor provides detailed statements regarding the services rendered for the time spent by its employees. This is only the case for change requests or additional functional support outside the scope of the current agreement.

5.2 Payment

5.2.1 The remuneration mentioned in article 5.1 will be specified and invoiced at the end of every month. Contractor will render the invoices for the Services performed following the conditions in the specific statement of work.

5.2.2 EIT Food shall make payment of a correct and undisputed invoice within thirty (30) days from the receipt of the invoice, unless otherwise agreed upon in the specific request for services. A "correct" invoice is an invoice that meets EIT Food's invoicing requirements including, but not limited to, correctly reflecting the fee as agreed upon by the Parties as well as the description of the services ordered and provided. If the payment period defined herein differs from the maximum period permitted by the applicable law, the payment period shall be the maximum payment period permitted by such law.

5.2.3 EIT Food will, without prejudice to its obligation to pay, pay Contractor an interest equal to the statutory interest over the period after expiry of the said term that the invoice is stayed unpaid for invoices that remain unpaid for more than 30 days from the date of receipt of the invoice.

5.2.4 EIT Food is entitled to suspend payment of invoices or to automatically repay the amount collected by Contractor in case of alleged material misstatement of the facts. EIT Food objects to Contractor's invoice before expiry of the payment period or within 30 days of direct debit. In that case Contractor will remain liable for the execution of the Agreement.

5.2.5 Invoices shall be paid electronically by EIT Food to the banking institution/account number provided by Contractor. In the event of a change of banking institutions and/or account numbers, Contractor shall provide the applicable EIT Food thirty (30) days prior written notice.

Taxes

5.3.1 Contractor shall take all necessary measures to comply with tax laws and regulations of each country in which it operates for the performance of this Contract.

5.3.2 Except as otherwise provided in this Contract, all duties, taxes and social insurance contributions ("Taxes") arising out of or in connection with Contractor's performance under this Agreement will be paid by Contractor. Contractor shall be solely liable for Taxes based on Contractor's net or gross income Contractor shall indemnify and hold EIT Food harmless from its failure to make payment of such Taxes.

5.3.3 The prices set forth in the Tender do not include any VAT or sales tax or any other analogous tax in any relevant jurisdiction ("Transfer Taxes") and are inclusive of any other taxes, custom duties, levies and similar charges.

5.3.4 EIT Food shall be responsible for any applicable sales taxes ("Transfer Taxes") with respect to the prices paid for the Services and shall reimburse Contractor for any such Transfer

Taxes paid by Contractor on EIT Food behalf. Contractor will not charge an otherwise applicable Transfer Tax if the Services are exempt from Transfer Tax.

Article 6.- INDEMNITY LIABILITY AND INSURANCE

6.1. The services provided by Contractor shall always comply with the (local and international) regulations in force at the time of delivery. Contractor will discuss impending relevant changes in statutory regulations with EIT Food on time. Contractor indemnifies, hold harmless and defend the EIT Food against all claims in this regard.

6.2. To the maximum extent permitted by law, and except as otherwise provided in this Agreement, under no circumstances and under no legal theory, whether in tort (including negligence) contract or otherwise, shall EIT Food be liable to Contractor for any special indirect, punitive, incidental or consequential damages resulting from or arising out of or relating to this Agreement, even if EIT Food has been informed of the possibility of those damages.

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

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

Article 7.- INTELLECTUAL PROPERTY, OWNERSHIP & EXPLOITATION

7.1. All (intellectual) property rights and related rights, including but not limited to copyright and patent rights, on all results of Contractor’s activities under this Agreement, as well as on the materials used and/or developed thereunder shall be vest with EIT Food. EIT Food shall maintain the full and unrestricted ownership of the information and materials it delivers to Contractor in the execution of this Agreement.

7.2 Contractor shall waive all rights relating to such results and shall not reproduce, publish or supply any such results to any third party without EIT Foods prior written approval.

7.3 Contractor is not permitted to use the word / figurative mark or other intellectual property rights of EIT Food in any way or for advertising, promotional and/or acquisition purposes, unless with prior written consent of EIT Food.

Article 8.- LEGAL REQUIREMENTS – GDPR

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

8.2 In the event Contractor qualifies as a processor as referred to in the 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) while Contractor processes personal data for EIT Food during the Assignment, Contractor guarantees the application of appropriate technical and organizational measures, for the processing to meet the requirements of the General Data Protection Regulation and the protection of the data subjects is guaranteed. Contractor processes personal data exclusively on commission and based on written instructions from EIT Food, except for deviating legal prescriptions.

Article 9.- TERMINATION

9.1 EIT Food may terminate this in the event the Contractor breaches any material term or condition and where such breach remains uncured for more than fifteen (15) days after the breaching Contractor is provided written notice of such breach.

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

9.3 Upon expiration or termination of this Agreement, Contractor shall cease performance of all Services. Notwithstanding the aforementioned, the terms and conditions of this Agreement shall remain in effect for any services not cancelled at such time and any services still to be provided shall continue until such services are completed unless otherwise requested by EIT Food. EIT Food's liability shall be limited to payment of the amount due for services provided up to and including the date of expiration, termination or cancellation.

Article 10.- CONFIDENTIAL INFORMATION

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

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

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

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

10.5 In accordance with Disclosing Party's written instructions, Receiving Party will, at its own expense, destroy (and certify in writing such destruction) or return the original and any copies of Confidential Information, except for a copy of the Confidential Information to be kept in accordance with the Receiving Party's professional standards in order to meet legal requirements. The Disclosing Party shall only provide such Disclosing Party's own or a third party's Confidential Information where such Disclosing Party has the right to do so.

Article 11.- SPECIAL CONDITIONS

11.1 Contractor acknowledges the obligations of EIT Food under the PA and the GA, that EIT Food receives grants from the European Institute of Innovation and Technology and that EIT Food has the obligation to comply with controls, checks and audits and investigations (hereinafter “Audits”) that may be carried out by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF). Contractor shall do everything that is necessary to enable EIT Food to comply with these obligations.

11.2 More in particular, Contractor acknowledges and agrees that the European Institute of Innovation and Technology, the Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can exercise their rights under the Partnership Agreement and the GA also towards Contractor. Contractor agrees in this regard to comply with any requests (including but not limited to providing any information and/or documents at first request) made by the European Institute of Innovation and Technology, the European Court of Auditors and/or the European Anti-Fraud Office (OLAF) in the context of such audits as to the Agreement and the results of the Agreement by Contractor.

Article 12.- MISCELLANEOUS

12.1 Assignments

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

12.2 Waiver

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

12.3 Severability

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

12.4 Survival

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

12.5 English Language

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

12.6 Entire Contract

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

12.7 Notices

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

EIT Food IVZW, Ubicenter A, Philipssite 5 (box 34), B – 3001 Heverlee

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

12.8 Force Majeure

Neither Party shall be liable for delays in performance or non-performance, in whole or in part - except for payments due - resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of the government, or other similar causes. In such event, the Party delayed shall promptly give notice to the other party. The Party affected by the delay may: (a) extend the time for performance for the duration of the event, or (b) cancel all or any part of the unperformed part if such delay exceeds ninety (90) days.

12.9 Independent Contractors

The relationship of Parties is that of independent contractors, and nothing in this Agreement or otherwise shall be deemed to create any other relationship, including employment, partnership, agency or joint venture, between Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any third party as creating the relationship of principal and agent, franchisor and franchisee, partnership or of a joint venture, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractor.

12.10 non-Exclusive

EIT Food expressly agrees that the Contractor also performs services and/or deliveries for other clients, provided that this doesn't interfere with the proper execution of the Assignment between EIT Food and the Contractor and/or it doesn't harm (other) interests of EIT Food.

Article 13.- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

13.1 Settlement of Disputes

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

13.2 Choice of Law

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

Article 14.- ELECTRONIC SIGNATURE

Parties agree to waive the obligations resulting from article 1325 of the Belgian civil code, and agree that the signed copies, as provided for in electronic manner, shall be deemed to have the same evidential value as an original (signed) document.

EIT FOOD

Annex II – Declaration of Honour

Declaration of honour

REFERENCE: _____ -

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

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

Date:

Full name: