

SUBCONTRACT AGREEMENT
(hereinafter referred to as the "Contract")

concluded by and between

company name: EIT Food CLC North-East sp. z o.o.

registration number: 0000699422 (District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register)

having its registered seat at: Mokotowska 64, 00-534 Warsaw, Poland

VAT number: PL5213800253

REGON: 36861386100000

represented by: Marja-Liisa Meurice, President of the Management Board
(hereinafter referred to as "CLC"),

and

company name:

registration number, name of the register:

having its registered seat at:

VAT number:

represented by:

(hereinafter referred to as "EIT Food Hub")

(CLC and EIT Food Hub hereinafter collectively referred to as the "**Parties**")
on the below mentioned day in accordance with the following terms and conditions:

Preamble

- A) CLC is a limited liability company created as a legal entity to represent its members within the EIT Food iVZW (hereinafter referred to as "**EIT Food**"), founded in 2016 in Antwerpen designated by the European Institute of Innovation and Technology (hereinafter referred to as "EIT") as an EIT Knowledge and Innovation Community (hereinafter referred to as "KIC") and joining partners from EU Member States – universities, research institutes and companies – involved in innovative food research and development projects. EIT Food is a pan-European partnership, with a consumer-centred approach, to empower innovators, entrepreneurs and students to develop world-class solutions to societal challenges, accelerate innovation, create jobs and increase Europe's competitiveness in the food sector.
- B) EIT Food has entered into the Framework Partnership Agreement (hereinafter "FPA") with the EIT with an effective date of January 1, 2018 establishing a long-term cooperation (hereinafter referred to as "Framework Partnership"), and setting out its terms and conditions and the general terms and conditions and rights and obligations applicable to the Specific Grants that may be awarded by the EIT for specific actions under the Framework Partnership.

EIT Food has entered into the Specific Grant Agreement (hereinafter referred to as "SGA") with EIT; by virtue of which EIT has awarded a Specific Grant to EIT Food, in accordance with and subject to the terms and conditions of the FPA and SGA.

Within the framework of the FPA and the SGA, EIT Food has set up KAVA activities, being "EIT Food Regional Innovation Scheme (hereinafter referred to as "RIS"), Project no. 18253-21295", and "EIT Food

RIS Innovation Grants, Project no.18265-213237”, to be implemented from xx/02/2021 to 31st December 2021, according to Annex I to SGA.

Whereas the EIT Food will provide financial support via CLC to the EIT Food Hub for its participation in RIS projects.

Whereas in this Subcontract Agreement the Parties wish to lay down the contractual arrangements between them regarding their respective rights and obligations.

- C) EIT Food Hub is a contact point of EIT Food in targeted countries. The process of selecting EIT Food Hubs was conducted through an open, competitive call for expression of interests and transparent selection procedure followed to identify subcontractors in 11 countries targeted by “EIT Food RIS Strategy, 2018-2020” (Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Romania, Serbia, Slovakia, Slovenia,).
- D) For the implementation of the activities under “EIT Food RIS Strategy, 2018-2020” CLC intends to bring EIT Food Hub as subcontractor in covering the implementation of certain action tasks described in Annex 1 of the SGA hence providing the services under the terms and conditions as regulated in this Contract.
- E) EIT Food Hub is not a beneficiary of the SGA and not an affiliate of the CLC unless they have a framework contract or the affiliate is CLC’s usual service provider.

I. Subject of the Contract

- 1.1. CLC orders from EIT Food Hub and EIT Food Hub undertakes to complete the certain action tasks described in Annex I to the Contract (referred to as “Action Plan” or “Annex I”). The works to be completed by EIT Food Hub are hereinafter collectively referred under the name of “**Services**” and individually under the name of “**Service**”.
- 1.2. EIT Food Hub is aware of the action tasks the Services are necessary for.
- 1.3. Action Plan contains the detailed description of the minimal scope of different tasks in the frame of the Services and their timetable.

OPTION for consortium / innovation network:

- 1.4. When implementing the Contract, the EIT Food Hub acts as consortium / innovation network member 1: lead entity / Consortium / innovation network member 2: organisation supporting business creation activities and start-up ecosystem [*select as appropriate*].
- 1.5. EIT Food Hub declares to have collaborating relations with another member of the consortium/innovation network which jointly submitted the application within the Call for expressions of interest to become EIT Food Hubs in 2021-2023 and declares the willingness to make their best endeavours in order to implement EIT Food Hub activities in their country, according to their individual Action Plan.

II. Completion of the Services

- 2.1. EIT Food Hub shall organize the Services in [enter the country’s name] in such a manner as to ensure that they are completed according to the requirements of CLC, and shall proceed in

accordance with the instructions of CLC. In case of any doubt EIT Food Hub is obliged to contact CLC and require CLC's decision on the doubtful issues.

- 2.2. EIT Food Hub guarantees the expert execution of the Services in first class quality. EIT Food Hub shall notify CLC immediately if it cannot complete the Services either in whole or in part according to the requirements, or if sees any problems that can cause delay in completion.
- 2.3. When performing the Services, EIT Food Hub shall use its own tools and materials, as well as work forces.
- 2.4. EIT Food Hub is entitled to involve subcontractors only with the prior written consent of CLC. Subcontractors need to be selected taking into account the best value for money criterion or, if appropriate, the lowest price. In doing so, EIT Food Hub must avoid any conflict of interest in the meaning of art. 41 FPA (see Annex III). If EIT Food Hub involves any subcontractors, then EIT Food Hub shall be liable for any and all works performed by these subcontractors as if EIT Food Hub has performed those works itself.
- 2.5. The EIT Food Hub shall continuously inform the CLC during the completion of Services especially if any information for completion is necessary for the CLC, including for the evaluation purposes.
- 2.6. CLC shall issue a Performance Certificate (referred to as "Performance Certificate") after completion of Services indicated in interim and final reports in a proper and timely manner. In case certain tasks described in Action Plan are not implemented properly or timely, they will not be included in the Performance Certificate. In such case, the article 3.3 applies.
- 2.7. EIT Food Hub ensures that the CLC, the European Institute of Innovation and Technology, the European Commission, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF) can carry out checks, reviews, audits, investigations on the EIT Food Hub and evaluations related to EIT Food Hub collaboration and an evaluation of the impact of the Services. EIT Food Hub definitely accepts these obligations and ensure that the above-mentioned entities can exercise their rights under Articles 28 and 29 of the FPA which are extended to EIT Food Hub. An excerpt of the relevant provisions from FPA is attached as Annex II to this Contract.
- 2.8. EIT Food Hub ensures that it complies with certain obligations under the FPA. The obligations that are extended to EIT Food Hub are as follows:
- avoiding conflicts of interest (see Article 41),
 - maintaining confidentiality (see Article 42),
 - promoting the action and give visibility to the EU funding (see Article 44),
 - liability for damages (see Article 52).
- An excerpt of the relevant provisions from FPA is attached as Annex III to this Contract. In case of doubt EIT Food Hub shall act according to the CLC's instructions related to the above obligations.
- 2.9. EIT Food Hubs will make all their best endeavour to support EIT Food in the implementation of activities and projects implemented under the Business Plan 2021 aimed at supporting the knowledge and innovation triangle in their geographical areas of activity. In particular, on the basis of individual arrangements EIT Food Hub shall support CLC in promotion and dissemination activities, recruitment processes, evaluation of applications, local coaching and mentoring, in local activities connected to implementation of EIT Food projects and improve.
- 2.10. EIT Food Hub shall submit to CLC the agenda of each event included in Table 1 of the Action Plan two weeks before the event takes place. EIT Food Hub shall submit to CLC the agenda of each event included in Table 2 of the Action Plan one month before the event takes place. In case of the events included in Table 2 of the Action Plan the agenda of the event is subject to a prior approval of the CLC.

III. Contract fee, terms of payment

3.1. The yearly fee of the EIT Food Hub in 2021 is:

Option 1 (One individual organisation having the status of legal person)

Up to € 55,000 incl. VAT for activities enumerated in Action Plan, including all costs incurred related to the completion of Services (hereinafter referred to as “Service Fee”).

Option 2 (consortium/innovation network – lead entity)

Up to € 35,000 incl. VAT for activities enumerated in Action Plan, including all costs incurred related to the completion of Services (hereinafter referred to as “Service Fee”).

Option 3 (consortium/innovation network - organisation supporting business creation activities and start-up ecosystem)

Up to € 20,000 incl. VAT for activities enumerated in Action Plan, including all costs incurred related to the completion of Services (hereinafter referred to as “Service Fee”).

3.2. EIT Food Hub has no right to claim for any additional costs, reimbursements or fees on any legal ground except for the Service Fee fixed in this Contract. The here fixed Service Fee is due in whole only if the EIT Food Hub fully fulfils the Services. Shall EIT Food Hub performance in the period xx/02/2021 to 30/06/2021 such small number of Services that it is unlikely to perform full scope of Services till 31/12/2021, CLC is entitled to reduce Service Fee accordingly.

3.3. Payments are linked to meeting the agreed performance targets set up in Action Plan and eligible expenses. If the EIT Food Hub does not achieve the specific agreed performance target („indicator of activity” in the Action Plan), the Service Fee is reduced by the percentage of an amount indicated in the last column of Action Plan corresponding to the level of a difference between the specific agreed performance target („indicator of activity”) and the level of the actual performance.¹ In all cases, the grounds for payment of the Service Fee or its reduction is the Performance Certificate referred to in article 2.6.

3.4. Once the CLC accepts the EIT Food Hub interim or final reports mentioned in Chapter IV and issues the Performance Certificate, the EIT Food Hub shall submit invoices in 2 instalments: the first one covering the costs incurred from xx/02/2021 to 30/06/2021 up to 60% of Service Fee and the second one covering the costs incurred from 01/07/2021 to 31/12/2021. CLC shall pay the amount of the invoice to EIT Food Hub via bank transfer to the bank account indicated in the invoice within 30 working days when CLC receives the invoice from the EIT Food Hub. CLC is entitled to reduce the amount due on the grounds of article 3.3 and 6.4.

3.5. EIT Food Hub shall indicate the following data on the invoice:

Company name: EIT Food CLC North-East sp. z o.o.
Address: Mokotowska 64,
00-534 Warsaw, Poland
VAT: PL5213800253

3.6. Payment by the CLC to the EIT Food Hub, shall be made to the following bank account:

¹ For example, if the EIT Food Hub achieves only 70% of the agreed target, the CLC reserves the right to reduce the amount indicated in the last column of the Action Plan by 30%.

Company name: XXX

Statutory address (street name and number, zip code, city town, country): XXX

VAT number: XXX

IBAN: XXX

BIC/SWIFT code: XXX

Bank name: XXX

Bank address: XXX

With reference: EIT Food RIS

- 3.7. If the Contract is terminated before the completion of the Project, the CLC shall refund EIT Food Hub costs related to properly and timely implemented activities, on the grounds of the Performance Certificate.

IV. Reporting

- 4.1. EIT Food Hub shall submit to the CLC a detailed interim report by 31/07/2021 and a final report by 1/12/2021 covering periods from xx/02/2021 to 30/06/2021 and from 01/07/2021 to 30/11/2021 respectively. The interim and final reports shall contain description of the work performed and description of results achieved. Any deviation from the Action Plan shall be justified.
- 4.2. CLC shall present interim and final reports templates within a month from the day of signature of the Contract.
- 4.3. EIT Food Hub shall co-operate with the CLC to provide all information as is required to fulfil the reporting obligations towards EIT Food and the EIT.
- 4.4. EIT Food Hub shall submit the supporting documents regarding each of the event enumerated in Annex I together with the interim and final reports respectively, such as:
- Agenda of the event;
 - List of participants' attendance;
 - Pictures and/or movies from the event, including among others the presentation of visible roll ups and/or promotional EIT Food signs;
 - Presentations and other communication materials with visible EIT Food and EIT RIS logos, as well as the EU flag;
 - Images, links and/or documents proving all publications in social media;
 - Emailing lists and/or publications announcing the event/activity;
- 4.5. EIT Food Hub shall submit the supporting documents in a form of the links or printscreens or paper versions of the newspaper publications where EIT and EIT food is mentioned, as stipulated in Annex I together with the interim and final reports respectively.

V. Duration of the Contract, termination

- 5.1. The Parties agree to conclude this Contract as from the date of its signature by both Parties. The Contract ends on 31/12/2021. Incurred costs are eligible as from the xx/02/2021.
- 5.2. The contract shall be renewed in a form of annex each year for a successive period of one (1) year (if CLC confirms fulfilment of the specific criteria, based on objectively measurable indicators set up in article 5.3. The last renewal year is 2023. The scope of the activities for 2022 shall be defined by CLC and their total number shall not be lower than in 2021, as stipulated in Annex 1, Table 1. Once after the first renewal, this

contract will not be renewed automatically. The Contract shall automatically end when the SGA ends. CLC may at any time terminate this Contract upon notice if the SGA is terminated or not concluded for a given year.

5.3. The specific criteria mentioned in the article 5.1 include:

1. Fulfilment of at least 90% of each of the specific agreed performance targets („indicator of activity” in the Action Plan),
2. Timely submission of interim and final reports.

5.4. Parties are entitled to terminate this contract at any time with 30 day notice period without payment of any compensation. If either party is guilty of a serious breach of its obligations under this Contract in a manner which cannot be resolved, or where the breach could be resolved but is not resolved within 8 days (after receiving a notice from the other party requesting that the breach should be resolved), the other party will be entitled to terminate this Contract immediately without payment of any compensation. Parties hereby agree that all Services completed by EIT Food Hub at the time of termination shall be covered by CLC except if the Service cannot be utilized for achieving the goals under Action Plan. In the latter case EIT Food Hub shall not be entitled to any fees and the costs. Either Party is entitled to terminate the Contract with immediate effect if the other party becoming insolvent, or going under liquidation or bankruptcy procedure.

5.5. It is regarded as a serious breach of the Contract especially if,

the CLC

- shall not pay the Service Fee or its proportional part,

the EIT Food Hub

- acts contrary to the CLC’s interest,
- does not provide the CLC with necessary information,
- violates its confidentiality obligations,
- falls into delay with completing any of its obligation, or provides defaulted services, causing consequences on the CLC or jeopardize the goal under Action Plan, or due to the repeatedly fulfilment, defaulted actions EIT Food Hub loses the CLC’s confidence,
- there shall be a final decision brought by any court or authority related to the EIT Food Hub’s any professional activity.

5.6. The Parties hereby establish that the regulations applicable naturally beyond the period of this Contract (e.g. confidentiality, warranty regulations, etc.) shall be applied after the termination of the Contract.

5.7. In a situation where the Contract with one of the organisation making up a consortium / innovation network is terminated, the other member of the consortium / innovation network may take over its duties and Service Fee by means of an annex to this Contract. If no such agreement is reached between the Parties, CLC may conduct a supplementary call for expression of interest to become EIT Food Hub.

VI. Representations and warranties, penalty

6.1. EIT Food Hub represents and warrants that EIT Food Hub and its subcontractors possess all skills, workforce, material and tools and have acquired all possible licenses necessary to perform the Service and operates and acts according to all relevant law regulations. EIT Food Hub represents and warrants that the Services are in compliance with this Contract as well as the CLC’s requirements.

- 6.2. EIT Food Hub represents and warrants that its fulfilment does not violate any third party intellectual property rights, and exempts CLC from any liabilities arising from third party claims. Any responsibility arising from this matter will fall upon EIT Food Hub.
- 6.3. EIT Food Hub represents and warrants that the fulfilment of the Services is performed in accordance with relevant national and EU legal provisions on data protection. Any responsibility arising from this matter will fall upon EIT Food Hub.
- 6.4. In case if EIT Food Hub breaches the regulations of this Contract, CLC is entitled for a penalty payment from the EIT Food Hub. The extent of penalty is as follows:
- Delayed fulfilment: 0,5% of the Service Fee per day for the delayed period and another 10% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.
- Defective fulfilment: 30% of the value of the service(s) in question and another 15% of the Service Fee if the defective fulfilment jeopardises the successful completion of the Services or causes damages (extra costs) to CLC.
- Non-fulfilment (including the case when CLC terminates this contract due to the EIT Food Hub's default fulfilment): 30% of the Service Fee.
- 6.5. In case if Food EIT Hub does not properly complete the Services, or the CLC suffer any lost due to the EIT Food Hub's action or omission, EIT Food Hub is also obliged to cover CLC's damages. In any case, the CLC aggregate liability towards the EIT Food Hub shall be limited to the amounts of the financial contribution allocated to EIT Food. Hub.
- 6.6. EIT Food Hub has no rights or obligations vis-à-vis the EIT Food, the European Commission nor the European Institute of Innovation and Technology. However the subcontractor can be audited by the European Commission, the European Institute of Innovation and Technology, the European Court of Auditors (ECA) and the European Anti-Fraud Office (OLAF), the European Anti-Fraud Office (OLAF) and the Court of Auditors.
- 6.7. If EIT Food Hub breaches any of its obligations under Articles 2.7 and 2.8, the EIT Food Hub shall not be entitled for Service fee. EIT Food Hub assumes the risks of the EIT approval procedure, the non-approval or rejection of fees and cannot claim for any damages, any indemnities. If the fees are rejected by any entitled entity, CLC is not obliged to reimburse EIT Food Hub's fees, costs or damages.
- 6.8. 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 Agreement.

VII. Intellectual property regulations

- 7.1. The Parties state that EIT Food Hub might create or participate in creation of intellectual properties during the completion of the Services. The Parties agree that any kind of intellectual properties shall be transferred by EIT Food Hub to CLC without any territorial or time limit and with the right to all manners of usage and utilization including but not limited to reproduction, distribution and revision. EIT Food Hub shall have no right for any kind of usage and utilization of the transferred properties without CLC consent. The above mentioned transfer shall be made upon separate agreement.
- 7.2. The counter-value of such rights is included in the Service Fee or partial Service Fee. The property rights shall be acquired by CLC upon payment of the Service Fee.

- 7.3. Any intellectual property provided by CLC to EIT Food Hub for the completion of the Services may only be used or modified by EIT Food Hub to the extent required for the completion of the Services.
- 7.4. It is understood by the EIT Food Hub that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Contract.

VIII. Confidentiality

- 8.1. The expression "Confidential Information" means any and all information, know-how, particulars, registers, notes, drawings, plans, analysis, including any kind of such verbal communication that has been recorded afterwards in any way, in relation to CLC, the Contract, the Action Plan, the Services, particularly, but not limited to, its production systems etc., provided to EIT Food Hub either before the signing of this Contract or thereafter.
- 8.2. EIT Food Hub undertakes to use the Confidential Information exclusively for the fulfilment of Services. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Recipient any rights therein.
- 8.3. EIT Food Hub shall not disclose nor make the Confidential Information accessible to any third persons. EIT Food Hub further undertakes to disclose the Confidential Information only to its employees, auditors, tax- or legal experts and to those subcontractors approved by CLC who have a need to know such information for their work and undertakes to take all necessary and useful measures in order to have the Confidential Information protected by such persons with at least the same degree of care it uses for protection of its own proprietary and confidential information. EIT Food Hub shall ensure that its subcontractors undertake a confidentiality obligation with the same content as included in this Contract.
- 8.4. The obligations as per this section shall not apply to any information which the recipient can prove,
- (a) is at the time of disclosure already in the public domain or becomes available to the public through no breach by the recipient of this Contract;
 - (b) is received by the recipient from a third party free to lawfully disclose such information to recipient;
 - (c) was in the recipient's lawful possession prior to receipt from the discloser as evidenced by written documentation;
 - (d) is independently developed by the recipient without the benefit of any of the Confidential Information as evidenced by written documentation;
 - (e) is approved for release by written agreement of the discloser;
- 8.5. In the case of a breach of this section CLC may claim the 30% of the Service Fee as penalty and the eventual damages caused by EIT Food Hub from EIT Food Hub. This section shall perpetually survive the termination or the expiration of this Contract and bind the Parties after.

IX. Force Majeure

- 9.1. 'Force Majeure' means any situation or event that: (i) prevents either party from fulfilling their obligations under the Contract, (ii) was unforeseeable, exceptional situation and beyond the Parties' control, (iii) was not due to error or negligence on their part (or on the part of third parties involved in the action), and (iv) proves to be inevitable in spite of exercising all due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of Force Majeure, labour disputes or strikes, or financial difficulties cannot be invoked as Force Majeure.
- 9.2. If by reason of Force Majeure, either party is unable to perform or there are delays by such party in the performance of any such obligation, then in the event that Force Majeure affects such party's obligations, such

party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other party for any loss or damage whatsoever and howsoever arising (whether direct or indirect loss or damage) incurred or suffered or for any breach of any of the terms of the Contract by reason of such Force Majeure.

- 9.3. In case Force Majeure does not make performance impossible but delays it, the performance date is elongated with the delay period caused by Force Majeure.
- 9.4. If either party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. Damage and loss deriving from late or no notification shall be borne by the defaulting Party.

X. COVID-19 related measures

- 10.1.If, due to an epidemic condition resulting from COVID-19, it becomes impossible to implement the actions listed in the Action Plan in the manner provided for in the Contract, the EIT Food Hub will immediately contact the CLC to agree on an alternative methods of Action Plan implementation.
- 10.2. EIT Food Hub will strictly follow the applicable local rules regarding COVID-19, in order to ensure the safety of the participants of the activities listed in the Action Plan.
- 10.3.CLC may not in any circumstances be held liable for any issues regarding the EIT Food Hub activities' participants safety.

XI. Communication and branding

- 11.1. The Parties designate the following contact persons for communication with respect to this Contract:

For CLC

Name: Milda Krauzlis

Phone: 0048 736 093 094

E-mail: milda.krauzlis@eitfood.eu

For EIT Food Hub:

Name: XXX

Phone: XXX

E-mail: XXX

The Parties hereby undertake to inform the other Party in writing without delay about any change in the contact persons. The consequences arising from the non-fulfilment of this obligation shall be for the defaulting Party. There is no need to amend this Contract in case of any change in the contact persons or their data.

- 11.2. EIT Food Hub shall send original invoices and other documentation (if necessary) to the following address:

EIT Food CLC North-East sp. z o.o.
ul. Mokotowska 64
00-534 Warsaw, Poland

- 11.3. All information necessary for the fulfilment of the EIT Food Hub shall be delivered through e-mail and phone or personal consultation. The Parties agree that the termination letter and any warning letter sent to the other party in connection with a breach of contract may only be communicated to the other Party in writing and shall be sent to the other Party by registered mail.
- 11.4. Unless the CLC requests or agrees otherwise or unless it is impossible, any communication activity related to the specific action (including in electronic form, via social media, etc.) as well as any infrastructure,

equipment and major results funded by the specific grants must:

- (a) display the EIT Food logo as adopted by EIT Food;
- (b) follow the relevant EIT Food Visual identity, guidelines and templates.

XII. Miscellaneous provisions

- 12.1. This Contract and its Annexes constitute the entire agreement of the Parties in the subject matter and supersede any other agreement in this regard. The Parties explicitly exclude the application of the general terms and conditions of any of the Parties.
- 12.2. This Contract shall not be considered modified, altered, changed or amended in any respect unless in writing by an authorized representative of both Parties hereto.
- 12.3. If any one or more of the provisions contained in this Contract or any document executed in connection herewith shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. In such case the parties hereto oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.
- 12.4. This Contract may not be assigned by EIT Food Hub without the prior written consent of the CLC.
- 12.5. The provisions of the law regulations relevant at the CLC's registered seat shall apply to the Contract. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be settled finally and binding and under exclusion of the ordinary jurisdiction by the court operating at the CLC's registered seat. The language to be used in the proceeding shall be the court's official language.
- 12.6. Processing of personal data in the framework of the Contract is based on Personal Data Processing Agreement (Annex IV).

After reading and interpreting this Contract, the Parties hereby sign this Contract as it is fully in accordance with their contractual intent.

Dated:

Signed on behalf of CLC:

Name: Marja-Liisa Meurice

Position: President of the Management Board

Signature:

Signed on behalf of EIT Food Hub

Name: XXX

Position: XXX

Signature (and stamp, if applicable):

ANNEX I to agreement between CLC and EIT Food Hub (ACTION PLAN)

EIT Food Hubs will implement the individual plan of activities in 2021 presented in below Table 1 (activities implemented in one year).

Annex II

Excerpt from FPA on checks, reviews, audits and investigation, as well as monitoring and external evaluation

ARTICLE 28 — CHECKS, REVIEWS, AUDITS AND INVESTIGATIONS — EXTENSION OF FINDINGS

28.1 Checks, reviews and audits by the EIT and the Commission

28.1.1 Right to carry out checks

The EIT will — during the implementation of a specific action or afterwards — check the proper implementation of the specific action and compliance with the obligations under the Framework Partnership Agreement and the Specific Agreement, including assessing deliverables and reports.

For this purpose the EIT may be assisted by external persons or bodies.

The EIT may also request additional information in accordance with Article 23. The EIT may request KIC Partners to provide such information to it directly.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

28.1.2 Right to carry out reviews

The EIT may — during the implementation of a specific action or afterwards — carry out reviews on the proper implementation of the specific action (including assessment of deliverables and reports), compliance with the obligations under the Framework Partnership Agreement and the Specific Agreement.

Reviews may be started **up to two years after the payment of the balance**. They will be formally notified to the KIC LE or KIC Partner concerned and will be considered to have started on the date of the formal notification.

If the review is carried out on a third party (see Articles 15 to 22), the KIC Partner concerned must inform the third party.

The EIT may carry out reviews directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the KIC LE or the KIC Partner concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The KIC LE or KIC Partner concerned must provide — within the deadline requested — any information and data in addition to deliverables and reports already submitted (including information on the use of resources).

The KIC LE or KIC Partner concerned may be requested to participate in meetings, including with external experts.

For **on-the-spot** reviews, the KIC Partners must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the review findings, a '**review report**' will be drawn up.

The EIT will formally notify the review report to the KIC LE or KIC Partner concerned, which has 30 days to formally notify observations ('**contradictory review procedure**').

Reviews (including review reports) are in English.

28.1.3 Right to carry out audits

The EIT or the Commission may — during the implementation of a specific action or afterwards — carry out audits on the proper implementation of the specific action and compliance with the obligations under the Framework Partnership Agreement and the Specific Agreement.

Audits may be started **up to two years after the payment of the balance**. They will be formally notified to the KIC LE or KIC Partner concerned and will be considered to have started on the date of the formal notification.

If the audit is carried out on a third party (see Articles 15 to 22), the KIC Partner concerned must inform the third party.

The EIT or the Commission may carry out audits directly (using its own staff) or indirectly (using external persons or bodies appointed to do so). It will inform the KIC LE or the KIC Partner concerned of the identity of the external persons or bodies. They have the right to object to the appointment on grounds of commercial confidentiality.

The KIC LE or the KIC Partner concerned must provide — within the deadline requested — any information (including complete accounts, individual salary statements or other personal data) to verify compliance with the Framework Partnership Agreement and Specific Agreements. The EIT or the Commission may request KIC Partners to provide such information to it directly.

For **on-the-spot** audits, the KIC Partners must allow access to their sites and premises, including to external persons or bodies, and must ensure that information requested is readily available.

Information provided must be accurate, precise and complete and in the format requested, including electronic format.

On the basis of the audit findings, a '**draft audit report**' will be drawn up.

The EIT or the Commission will formally notify the draft audit report to the KIC LE or the KIC Partner concerned, which has 30 days to formally notify observations ('**contradictory audit procedure**'). This period may be extended by the EIT or the Commission in justified cases.

The '**final audit report**' will take into account observations by the KIC LE or KIC Partner concerned. The report will be formally notified to it.

Audits (including audit reports) are in English.

The EIT or the Commission may also access the KIC Partners' statutory records for the periodical assessment of unit costs, flat-rate amounts or lump sums.

28.2 Investigations by the European Anti-Fraud Office (OLAF)

Under Regulations No 883/2013² and No 2185/96³ (and in accordance with their provisions and procedures), the European Anti-Fraud Office (OLAF) may — at any moment during implementation of a specific action or afterwards — carry out investigations, including on-the-spot checks and inspections, to establish whether there has been fraud, corruption or any other illegal activity under the Framework Partnership Agreement or Specific Agreement affecting the financial interests of the EU.

28.3 Checks and audits by the European Court of Auditors (ECA)

Under Article 287 of the Treaty on the Functioning of the European Union (TFEU) and Article 111 of the EIT Financial Regulation⁴, the European Court of Auditors (ECA) may — at any moment during implementation of a specific action or afterwards — carry out audits.

The ECA has the right of access for the purpose of checks and audits.

28.4 Checks, reviews, audits and investigations for international organisations

Not applicable

28.5 Consequences of findings in checks, reviews, audits and investigations —Extension of findings

² Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF) and repealing Regulation (EC) No 1073/1999 of the European Parliament and of the Council and Council Regulation (Euratom) No 1074/1999 (OJ L 248, 18.09.2013, p. 1).

³ Council Regulation (Euratom, EC) No 2185/1996 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities (OJ L 292, 15.11.1996, p. 2).

⁴ Decision of the Governing Board of the European Institute of Innovation and Technology (EIT) of 27 December 2013 on adopting the financial regulation for the European Institute of Innovation and Technology

28.5.1 Findings in a specific grant

Findings in checks, reviews, audits or investigations carried out in the context of a specific grant may lead to the rejection of ineligible costs (see Article 48), reduction of the specific grant (see Article 49), recovery of undue amounts (see Article 50) or to any of the other measures described in Section 5.

Rejection of costs or reduction of the specific grant after the payment of the balance will lead to a revised final grant amount (see Article 4 SGA).

Findings in checks, reviews, audits or investigations may lead to a request for amendment for the modification of Annex 1 to the Specific Agreement (see Article 61).

Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may also lead to consequences in other EIT, EU or Euratom grants awarded under similar conditions (**‘extension of findings from the specific grant to other grants’**).

Moreover, findings arising from an OLAF investigation may lead to criminal prosecution under national law.

28.5.2 Findings in other grants

The EIT or the Commission may extend findings from other grants to a specific grant (**‘extension of findings from other grants to a specific grant’**), if:

- (a) the KIC Partner concerned is found, in other EIT, EU or Euratom grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on the specific grant and
- (b) those findings are formally notified to the KIC Partner concerned — together with the list of grants affected by the findings — no later than two years after the payment of the balance of the specific grant.

The extension of findings may lead to the rejection of costs (see Article 48) reduction of the specific grant (see Article 49), recovery of undue amounts (see Article 50), suspension of the action implementation (see Article 55) or termination of the specific grant (see Article 56).

28.5.3 Procedure

The EIT or the Commission will formally notify the KIC Partner concerned the systemic or recurrent errors, and its intention to extend these audit findings together with the list of grants affected.

28.5.3.1 If the findings concern **eligibility of costs**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings;
- (b) the request to submit **revised financial statements** for all grants affected;

- (c) the **correction rate for extrapolation** established by the EIT or the Commission on the basis of the systemic or recurrent errors, to calculate the amounts to be rejected if the KIC Partner concerned:
 - (i) considers that the submission of revised financial statements is not possible or practicable or
 - (ii) does not submit revised financial statements.

The KIC Partner concerned has 90 days from receiving notification to submit observations, revised financial statements or to propose a duly substantiated **alternative correction method**. This period may be extended by the EIT or the Commission in justified cases.

The EIT or the Commission may then start a rejection procedure in accordance with Article 48, on the basis of:

- the revised financial statements, if approved;
- the proposed alternative correction method, if accepted

or

- the initially notified correction rate for extrapolation, if it does not receive any observations or revised financial statements, does not accept the observations or the proposed alternative correction method or does not approve the revised financial statements.

28.5.3.2 If the findings concern **substantial errors, irregularities or fraud or serious breach of obligations**: the formal notification will include:

- (a) an invitation to submit observations on the list of grants affected by the findings and
- (b) the flat-rate the EIT or the Commission intends to apply according to the principle of proportionality.

The KIC Partner concerned has 90 days from receiving notification to submit observations or to propose a duly substantiated alternative flat-rate.

The EIT may then start a reduction procedure in accordance with Article 49, on the basis of:

- the proposed alternative flat-rate, if accepted

or

- if it does not receive any observations or does not accept the observations or the proposed alternative flat-rate.

28.6 Consequences of non-compliance

If a KIC Partner breaches any of its obligations under this Article, any insufficiently substantiated costs of specific actions will be ineligible (see Article 5 SGA) and will be rejected (see Article 48).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 29 —MONITORING AND EXTERNAL EVALUATION OF THE KIC

29.1 Right to monitor and evaluate the KIC

The EIT or the Commission may carry out interim and final evaluations of the output, results and impact of the KIC.

Evaluations may be started during implementation of a specific action and up to five years after the payment of the balance. The evaluation is considered to start on the date of the formal notification to the KIC LE or KIC Partners.

The EIT or the Commission may make these evaluations directly (using its own staff) or indirectly (using external bodies or persons it has authorised to do so).

The KIC LE and KIC Partners must provide any information requested to evaluate its impact, including information in electronic format.

29.2 Consequences of non-compliance

If a KIC Partner breaches any of its obligations under this Article, the EIT may apply the measures described in Section 5.

Annex III

Excerpt from the FPA on conflict of interests, confidentiality, promoting and visibility of EIT and EU funding and liability for damages

ARTICLE 41 — CONFLICT OF INTERESTS

41.1 Obligation to avoid a conflict of interests

The KIC Partners must take all measures to prevent any situation where the impartial and objective implementation of the specific actions is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (**‘conflict of interests’**).

They must formally notify to the EIT without delay any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The EIT may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

41.2 Consequences of non-compliance

If a KIC Partner breaches any of its obligations under this Article, the grant may be reduced (see Article 49) and the Specific Agreement or participation of the KIC Partner may be terminated (see Article 56).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 42 — CONFIDENTIALITY

42.1 General obligation to maintain confidentiality

During implementation of the specific action and for four years after the period set out in Article 3 SGA, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at the time it is disclosed (**‘confidential information’**).

If a KIC Partner requests, the EIT may agree to keep such information confidential for an additional period beyond the initial four years.

If information has been identified as confidential only orally, it will be considered to be confidential only if this is confirmed in writing within 15 days of the oral disclosure.

Unless otherwise agreed between the parties, they may use confidential information only to implement the Framework Partnership Agreement or Specific Agreement.

The KIC Partners may disclose confidential information to their personnel or third parties involved in the specific action only if they:

- (a) need to know to implement the Framework Partnership Agreement or Specific Agreements and

- (b) are bound by an obligation of confidentiality.

This does not change the security obligations in Article 43, which still apply.

The EIT may disclose confidential information to its staff, other EU institutions and bodies. It may disclose confidential information to third parties, if:

- (a) this is necessary to implement the Framework Partnership Agreement or Specific Agreement or safeguard the EIT's financial interests and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information was already known by the recipient or is given to him without obligation of confidentiality by a third party that was not bound by any obligation of confidentiality;
- (c) the recipient proves that the information was developed without the use of confidential information;
- (d) the information becomes generally and publicly available, without breaching any confidentiality obligation, or
- (e) the disclosure of the information is required by EU or national law.

42.2 Consequences of non-compliance

If a KIC Partner breaches any of its obligations under this Article, the specific grant may be reduced (see Article 49).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 44 — PROMOTING THE KIC — VISIBILITY OF THE EIT AND EU FUNDING

44.1 Communication activities by the KIC Partners

44.1.1 Obligation to promote the specific action and its results

The KIC Partners must promote the specific action and its results by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

This does not change the specific dissemination obligations in Article 35, the confidentiality obligations in Article 42 or the security obligations in Article 43, all of which still apply.

Before engaging in a communication activity expected to have a major media impact, the KIC Partners must inform the EIT (see Article 58).

44.1.2 Information on EIT and EU funding — Obligation and right to use the EIT KIC logo and the EU emblem

Unless the EIT requests or agrees otherwise or unless it is impossible, any communication activity related to the specific action (including in electronic form, via social media, etc.) as well as any infrastructure, equipment and major results funded by the specific grants must:

- (a) display the EIT KIC logo as adopted by the EIT;
- (b) display the EU emblem;
- (c) follow the brand guidelines outlined in the EIT Community Brand Book as adopted by the EIT; and
- (d) include the following text:

For communication activities: ‘This activity has received funding from the European Institute of Innovation and Technology (EIT). This body of the European Union receives support from the European Union's Horizon 2020 research and innovation programme.’

For infrastructure, equipment and major results: ‘This *[infrastructure]* *[equipment]* *[insert type of result]* is part of an activity that has received funding from the European Institute of Innovation and Technology (EIT). This body of the European Union receives support from the European Union's Horizon 2020 research and innovation programme.’

When displayed together with another logo, the EIT KIC logo and the EU emblem must have appropriate prominence.

For the purposes of their obligations under this Article, the KIC Partners may use the EIT KIC logo and the EU emblem without prior approval from the EIT.

This does not, however, give them the right to exclusive use.

Moreover, they may not appropriate the EIT KIC logo or the EU emblem (or any similar trademark or logo), either by registration or by any other means.

44.1.3 Disclaimer excluding EIT responsibility

Any communication activity related to the specific action must indicate that it reflects only the author's view and that the EIT is not responsible for any use that may be made of the information it contains.

44.2 Communication activities by the EIT and the Commission

44.2.1 Right to use KIC's materials, documents or information

The EIT and the Commission may use, for its communication and dissemination activities, information relating to the specific action, documents notably summaries for publication and public deliverables as well as any other material, such as pictures or audio-visual material that it receives from any KIC Partner (including in electronic form).

This does not change the confidentiality obligations in Article 42 and the security obligations in Article 43, all of which still apply.

However, If the EIT's or the Commission's use of these materials, documents or information would risk compromising legitimate interests, the KIC Partner concerned may request the EIT or the Commission not to use it (see Article 58).

The right to use a KIC Partner's materials, documents and information includes:

- (a) **use for its own purposes** (in particular, making them available to persons working for the EIT, the Commission or any other EU institution, agency or body, or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
- (b) **distribution to the public** (in particular, 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, or inclusion in widely accessible databases or indexes);
- (c) **editing or redrafting** for communication and publicising activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, use in a compilation);
- (d) **translation**;
- (e) giving **access in response to individual requests** under Regulation No 1049/2001 , without the right to reproduce or exploit;
- (f) **storage** in paper, electronic or other form;
- (g) **archiving**, in line with applicable document-management rules, and
- (h) the right to authorise **third parties** to act on its behalf or sub-license the modes of use set out in Points (b),(c),(d) and (f) to third parties, if needed for the communication and publicising activities of the EIT or the Commission.

If the right of use is subject to rights of a third party (including personnel of the KIC Partner), the KIC Partner must ensure that it complies with its obligations under the Framework Partnership Agreement and the Specific Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

Where applicable (and if provided by the KIC Partners), the EIT or the Commission will insert the following information:

"© - [year] - [name of the copyright owner]. All rights reserved. Licensed to the European Institute of Innovation and Technology (EIT) and the European Union (EU) under conditions."

44.3 Consequences of non-compliance

If a KIC Partner breaches any of its obligations under this Article, the specific grant may be reduced (see Article 49).

Such breaches may also lead to any of the other measures described in Section 5.

ARTICLE 52 — LIABILITY FOR DAMAGES

52.1 Liability of the EIT

The EIT cannot be held liable for any damage caused to the KIC Partners or to third parties as a consequence of implementing the Framework Partnership Agreement or a Specific Agreement, including for gross negligence.

The EIT cannot be held liable for any damage caused by any of the KIC Partners or third parties involved in the specific action, as a consequence of implementing the Framework Partnership Agreement or a Specific Agreement.

52.2 Liability of the KIC Partners

Except in case of force majeure (see Article 57), the KIC Partners must compensate the EIT for any damage the EIT sustains as a result of the implementation of a specific action or because a specific action was not implemented in full compliance with the Framework Partnership Agreement or a Specific Agreement.

Annex IV

Personal data processing agreement ("the Agreement")

concluded on in Warsaw

between:

EIT Food CLC North-East Sp. z o.o. with a registered office in Warsaw 00-534, ul.
Mokotowska 64, REGON (Polish National Business Registry Number) 368613861, NIP (Tax
Identification Number) 5213800253,
KRS (National Court Register) 0000699422

represented by:

Marja-Liisa Meurice, President of the Management Board

hereinafter referred to as the **Controller**,

and

.....
.....
.....

hereinafter referred to as **Processor**,

collectively referred to as the "Parties", reading as follows:

Paragraph 1 Entrusting personal data processing

1. In connection with the implementation of the subcontract agreement concerning EIT Food Hub activities in 2021 the Controller entrusts to the Processor the task of personal data processing pursuant to Article 28 of the Regulation (EU) of the European Parliament and of the Council 2016/679 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, further referred to as "Regulation").
2. The Controller represents that he is the Controller of the personal data which processing he entrusts.

3. Data to be processed contain information about the beneficiaries of the project – participants of events organised in line with subcontract agreement concerning EIT Food Hub activities in 2021 (name, surname, contact information and contact details) and other information necessary for the purposes of evaluation of notifications, adequate provision of support and project financial settlement.
4. The Controller entrusts the Processor with personal data processing within the scope specified in Paragraph 2.
5. The Processor represents that it has the means that enable proper processing of the personal data that was entrusted by the Controller, within the scope and for the purpose specified in the Agreement.
6. The Processor represents also that the persons employed for the purposes of processing of personal data have been granted the authorisations to process personal data and that these persons have been familiarised with the provisions on personal data protection and with the liability for non-compliance with them and undertook to comply with them, as well as to maintain the secrecy of the processed personal data and the methods of securing them for an indefinite period of time.

Paragraph 2

The scope and purpose of data processing

1. The Processor shall process the following categories of personal data/personal data sets on the basis of this Agreement:
Personal information (name and surname),
Contact information and contact details (address, e-mail, phone number).
2. The personal data processing entrusted by the Controller shall be conducted by the Processor only for the purpose of implementation of the EIT Food Hub activities referred to in Paragraph 1 section 1 in a manner consistent with this Agreement.
3. Above mentioned EIT Food Hub activities include making available collected personal data to the Controller.

Paragraph 3

Method of implementation of the Agreement in terms of personal data processing

1. The Parties undertake to perform obligations under this Agreement with utmost diligence in order to secure legal, organisational and technical interests of the Parties in terms of processing of entrusted personal data.
2. The Processor processes the personal data only on documented instructions from the Controller.
3. The Processor undertakes to, while processing the personal data referred to in Paragraph 2, section 1, secure them by applying technical and organisational measures aimed at proper security, adequate to the threats and to the category of the personal data being protected, entrusted for the purposes of processing, in particular secure them

against making them available to unauthorised persons, taking away by an unauthorised person, processing in violation of provisions of law, and change, loss, damage or destruction.

4. The Processor represents that:

- a) it keeps documentation presenting the method of personal data processing,
- b) all devices and IT systems possessed by the Processor and used for the purposes of data processing ensure high safety level,
- c) it applies technical and organisational measures ensuring the protection of the processed personal data, in particular the personal data security measures against making them available to unauthorised persons, taking them away by a person that was not granted a right to do it, processing in violation of provisions regulating protection of personal data, change, loss, damage or destruction within scope the Processor is responsible for.

Paragraph 4

Right to carry out check

1. The Controller of data, according to Art. 28, section 3, item h) of the Regulation has the right to check whether the measures applied by the Processor while processing and securing the entrusted personal data comply with the provisions of the Agreement.
2. The Controller of data shall exercise the right to carry out check during working hours of the Processor and minimum 7 days in advance the Controller informs about a check.
3. The Processor undertakes to remedy the breaches observed during check within the time limit indicated by the Controller of data, not longer than 7 days.

Paragraph 5

Obligations of the Processor

1. The Processor is obliged to keep confidential all information obtained during data processing and after its completion.
2. The Processor shall be liable for making available or use of personal data not in conformity with the agreement, in particular for making available the personal data entrusted for the purposes of processing to unauthorised persons.
3. The Processor undertakes to immediately inform the Controller of data about every proceedings, in particular administrative or legal proceedings, concerning processing by the Processor the personal data specified in the Agreement, about every administrative decision or ruling the Processor is subject of, concerning processing of these data, as well as about all planned (if the Processor is aware of such situation) or carried out checks and inspections concerning processing in the Processor of these personal data, in particular checks and inspections carried out by inspectors authorised by the Inspector General for the Protection of Personal Data.

4. The Processor undertakes to process the personal data specified in the Agreement pursuant to this Agreement, the Regulation and to other provisions of generally applicable law, which protect rights of persons the data relate to.
5. The Processor, taking into account the nature of processing, where possible, supports the Controller by appropriate technical and organisational measures in meeting the obligation of responding to the requests of the person the data relate to, within the scope of exercising of the person's rights.
6. The Processor, taking into consideration the nature of processing and information available to it, supports the Controller in meeting the obligations specified in Articles 32-36 of the Regulation.
7. The Processor shall be obliged to promptly notify the Controller about:
 - a) each legally justified request of making personal data available to the competent state authority, unless the prohibition of notice results from the provisions of criminal procedural rules when the prohibition is intended to ensure confidentiality of initiated investigation;
 - b) each unauthorised access to the personal data;
 - c) each request received from the person, whose data it processes, at the same time refraining from answering the request.
8. The Processor undertakes to promptly and adequately answer each question of the Controller concerning processing of personal data entrusted to the Controller under the Agreement.
9. The Processor shall make available to the Controller all information necessary for the purposes of demonstration of meeting obligations specified in this Agreement.

Paragraph 6

Entrusting personal data for the purposes of sub processing

1. The Processor shall not use services of another processor without prior detailed or general consent of the Controller.
2. Transfer of entrusted processing of personal data specified in the Agreement to a third country may occur only upon a written request of the Controller of data, unless such obligation is imposed on the Processor by the law of the EU or the member state's law that applies to the Processor. In such a case, prior to the start of processing, the Processor shall inform the Controller of data about this legal obligation, unless this law prohibits transferring such information due to an important public interest.
3. Another processor should meet the same guarantees and obligations that were imposed on the Processor by this Agreement.
4. The Processor shall bear full responsibility to the Controller for failure to meet the obligations in terms of data protection imposed on another processor.

Paragraph 7

Term of Personal Data Processing Agreement, termination of Agreement

1. This Personal Data Processing Agreement shall be concluded for a definite period, it shall be applied from the date of its conclusion to the date of elapsing of the 5 years time limit running from the day following the payment of balance of the project, referred to in Paragraph 1 section 1.
2. Each Party may terminate this Agreement for important reasons in advance, by giving one month notice, effective as of the calendar month end.
3. After expiry of the term of Agreement, specified in section 1, the Processor undertakes to promptly, but not later than within 5 calendar days, return or remove all personal data, the processing of which was entrusted to the Processor, including to effectively remove them from electronic media that the Processor holds.
4. In the case referred to in section 2, the term specified in section 3 shall run from the date of elapsing of the term of 5 years running from the day following day of payment of balance of the project, referred to in Paragraph 1, section 1.

Paragraph 8

Final provisions

1. Any amendments of this Agreement shall be deemed invalid unless made in writing.
2. To all matters not regulated by this Agreement the provisions of the Polish Civil Code and of the Regulation.
3. In the case when this Agreement refers to provisions of law, the provisions of law shall mean also other provisions concerning personal data protection, as well as all amendments that will come into effect after the date of concluding of the Agreement, as well as legal acts that shall replace the indicated provisions.
4. The disputes arising in connection with the Agreement shall be settled by the Court having jurisdiction over registered office of the Controller.
5. The Agreement has been drawn up in two identical copies, one for each of the Parties.

Controller

Processor