eit Culture & Creativity

Co-funded by the European Union

SERVICE AGREEMENT

9th March 2026

SERVICE AGREEMENT

This Service Agreement ("Agreement") is hereby made by and between:

EIT Culture & Creativity GmbH, a private limited company, having its registered office and place of business at Im Mediapark 5, 50670 Cologne, Germany, with VAT number DE361355333, legally represented herein by Anette Schaefer, acting as legal representative (hereinafter referred to as "EIT CULTURE & CREATIVITY").

and

[Company name], having its registered office and place of business at [.] with VAT number [.] legally represented herein by [.] , acting as legal representative, with the Services to be performed personally by [Coach's first name, last name], the coach named in Section 7.1 of Annex 1 (hereinafter referred to as "Supplier").

Hereinafter jointly referred to as the "Parties" or individually as a "Party".

WHEREAS:

- EIT Culture & Creativity is a Knowledge and Innovation Community (KIC) of the European Institute of Innovation and Technology (EIT), designed to strengthen and transform Europe's Cultural and Creative Sectors and Industries (CCSI). Through its Business Creation area, it runs the Shape (acceleration) and Scale (post-acceleration) programmes, supporting early-stage and growth-stage ventures in the CCSI.
- To obtain the following services and/or products, EIT Culture & Creativity has conducted a procurement procedure in accordance with its own procurement policy, in which it launched a request for proposals (RFP) for Coach Support Services to Shape and Scale Programme Ventures (hereinafter "**the Assignment").**
- Contractor specializes in_____. The Contractor is in mentioned capacity, able and willing to provide services and/or deliveries according to the RFP Documents.
- Contractor has submitted his offer on [.] (hereafter referred to as the "**Tender**" or "**Proposal**").
- As the fees are fixed in the RFP, the Tender of Supplier was evaluated on quality criteria only, in accordance with Article 67 of Directive 2014/24/EU, and Supplier was selected for inclusion in the pool of coaches established under the RFP.
- EIT Culture & Creativity intends to enter into the Agreement for the full duration of the initial contract duration, it being understood that EIT Culture & Creativity only undertakes legally

binding commitments for the initial contract term of the current year, due to the annual cycle of its business plan according to the PA and GA;

- Contractor agrees to perform the services all upon the terms and subject to the conditions set forth in this Agreement.
- Terms defined in the RFP shall have the same meaning in this Agreement unless otherwise provided for.
- Supplier has been awarded the Tender and therefore Supplier is willing and able to provide the services specified in Annex 1 to EIT CULTURE & CREATIVITY (the "Services") under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Structure of the Agreement and precedence

1.1 This Agreement consists of the body of this Agreement and

- **Annex 1**
- **RFP (Annex 2)**
- **Tender (Annex 3)**
- **Declaration of honour (Annex 4)).**

1.2 The body contains standard general provisions applicable to all Services purchased by EIT CULTURE & CREATIVITY from Supplier under this Agreement.

1.3 Annex 1 contains the description of the Services and the time schedule for the delivery of such Services (extracted from Supplier's Offer), as well as additional specific conditions and details adapted to the type of Services purchased by EIT CULTURE & CREATIVITY from Supplier under this Agreement.

1.4 In the event of any conflict or inconsistency: the body prevails over Annex 1, unless Annex 1 expressly states that it derogates from a specific provision of the body; Annex 1 prevails over Annexes 2–4 to the extent of any inconsistency regarding the Services, Deliverables, timeline, fees or other service-specific conditions; Annex 3 prevails over Annex 2 to the extent the Proposal clarifies or supplements the RFP and such clarification or supplement has been accepted by EIT CULTURE & CREATIVITY; Annex 4 shall not prevail over the body or Annexes 1–3, except with respect to the declarations and commitments specifically contained therein.

2. Ordering of Services, non-applicability of Supplier's (standard) terms and conditions

2.1 Supplier does not commit to provide the Services exclusively to EIT CULTURE & CREATIVITY unless and to the extent provided in Annex 1 for certain specific types of Services.

2.2 The contractual relationship between EIT CULTURE & CREATIVITY and Supplier shall solely be governed by the terms and conditions of this Agreement. EIT CULTURE & CREATIVITY is therefore not bound by and expressly rejects Supplier's general conditions of services and any additional or different terms or provisions that may appear on any proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

3. Performance of the Services, organization, quality, timely delivery, subcontracting, reporting of progress, acceptance, changes

3.1 With due observance of the other provisions of the Agreement, Supplier shall perform the Services specified under Annex 1 for EIT CULTURE & CREATIVITY under this Agreement, within the time schedule specified under Annex 1.

3.2 Supplier agrees to perform the Services by exercising due skill, speed and care, at a level generally required of well-reputed Suppliers in the same field as the one covered by this Agreement and shall make every effort to the best of Supplier's abilities to serve the interests of EIT CULTURE & CREATIVITY as much as possible.

3.3 Supplier should organise the way it provides the Services and the timing according to the Annex 1 (i) provided the Services are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Services as specified under Annex 1, and (ii) subject to specific requirements as may be stated in Annex 1 regarding the way the Services shall be provided. Supplier may conduct its business activities from its own premises but may be requested to operate from EIT CULTURE & CREATIVITY premises whenever it is necessary for the performance of the Services. Supplier shall arrange their own travel, should they need to travel in order to perform the Services. When performing the Services, Service Provider shall use its own tools and materials, work forces. Supplier shall be fully responsible for the proper execution of this Agreement in all respects.

3.4 Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Services. Additional requirements relating to personnel may be provided in Annex 1, as the case may be.

3.5 Unless otherwise specifically provided under Annex 1, Supplier may subcontract part of the provision of the Services to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, and provided Supplier has disclosed the elements of the Agreement to be subcontracted and the identity of the relevant subcontractor to EIT CULTURE & CREATIVITY. Supplier remains at all times responsible for the work performed by its subcontractors and for the acts, defaults and negligence of such subcontractors, and no subcontract shall create any contractual relationship between any subcontractor and EIT CULTURE & CREATIVITY. Additional requirements relating to subcontracting may be provided in Annex 1, as the case may be.

3.6 In order for EIT CULTURE & CREATIVITY and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement (as described in Article 10.1 below), Supplier shall report to EIT CULTURE & CREATIVITY the progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1. Supplier shall provide EIT CULTURE & CREATIVITY with time sheets describing the tasks performed by Supplier and the completion per task, pursuant to the regularity provided under Annex 1.

3.7 If, for whatever reason, Supplier is not able to perform the agreed Services, or is not able to meet the deadlines agreed in Annex 1, Supplier shall notify EIT CULTURE & CREATIVITY hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with EIT CULTURE & CREATIVITY.

3.8 Services delivered are subject to the acceptance of EIT CULTURE & CREATIVITY, Supplier shall issue a performance certificate after completion of Services. Should EIT CULTURE & CREATIVITY fail to reject part or all of the Services provided within fifteen (15) (or other deadline set forth in Annex 1) calendar days as from such delivery, on the grounds of a lack of quality or compliance, or because of late delivery, Services shall be considered as accepted. Should EIT CULTURE & CREATIVITY reject a Service (within the above deadline) because of lack of quality or compliance, and such failure is capable of remedy, Supplier shall re- perform the rejected (part of the) Service promptly (but no later than five (5) calendar days in absence of any further instructions) at no additional charge for EIT CULTURE & CREATIVITY. Should such failure be not capable of remedy (given the type of Service and/or the extent of the failure) or should the delivery have occurred after an essential delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and is not obliged to provide any compensation to Supplier for such Services.

3.9 Any modification to this Agreement shall be valid only if agreed in writing by the Parties. No modification shall alter the overall nature of the contract or circumvent applicable public procurement rules. A modification may be made without a new procurement procedure only if: (i) it is provided for in clear, precise and unequivocal review clauses in the original contract; or (ii) it is justified by unforeseeable circumstances which a diligent contracting authority could not foresee, provided that any increase in price does not exceed 50% of the original contract value; or (iii) it is non-substantial, including where the value of the modification is below 10% of the initial contract value for services and supplies. Where several successive modifications are made, their value shall be assessed cumulatively.

3.10 The Parties designate the following contact persons for communication with respect to this Contract:

EIT CULTURE & CREATIVITY	**Supplier**
Contact person	
Contact email	

4. Compensation, invoicing and payment, expenses

4.1 Supplier is entitled to charge, in respect of Supplier's Services as described under Annex 1, the compensation specified in Annex 1 per Service.

4.2 Supplier may only charge the amounts under Article 4.1 corresponding to the delivered Services, after acceptance of such Services by EIT CULTURE & CREATIVITY.

4.3 Further, Supplier may only charge the amounts under Article 4.1 subject to (i)- EIT CULTURE & CREATIVITY having received a correct invoice bearing the essential elements below, (ii) all relevant progress reports relating to the delivered Services.

4.4 An invoice shall be considered as correct when containing the following essential elements:
(a) the name and address of Supplier,
(b) the VAT identification number of Supplier,
(c) the VAT identification number of EIT CULTURE & CREATIVITY: DE361355333,
(d) the name and address of EIT CULTURE & CREATIVITY,
(e) the invoice number,
(f) the invoice date,

(g) the date on which the Services were supplied (provided EIT CULTURE & CREATIVITY has accepted them pursuant to this Agreement),
(h) the nature and type of Services supplied,
(i) the following data for every VAT tariff or exemption: the price per piece or unit, excluding VAT, any reduction and VAT related amount,
(j) in case of advance payment: the date of payment, if this is different from the invoice date.

4.5 By deviation to Article 4.2, Supplier may charge the amounts under Article 4.1, at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by EIT CULTURE & CREATIVITY in Annex 1. In such a case, the requirements of Article 4.4 shall apply to each regular invoice.
4.6 The payment term applying to Supplier invoices fulfilling the requirements of this Article 4: is fixed in Annex 1.
4.7 All amounts corresponding to the compensation per Service, as fixed in Annex 1, shall be fixed tariffs, which may not be revised during the Term of this Agreement (as described in Article 10.1 below), unless specifically provided otherwise in Annex 1 (and within the limits of the price revision mechanisms authorised under the procurement procedure).
4.8 Supplier may charge expenses to EIT CULTURE & CREATIVITY to the extent Annex 1 provides for such possibility. Expenses shall only be paid if EIT CULTURE & CREATIVITY has given its written approval prior to Supplier incurring said costs.
4.9 If Supplier fails to fulfil any of its obligations under the Agreement, EIT CULTURE & CREATIVITY may suspend payment to Supplier, upon notice to Supplier.
4.10 Suppliers hereby unconditionally accept that EIT CULTURE & CREATIVITY has the right to set off any amount that EIT CULTURE & CREATIVITY owes to Supplier under this Agreement, with any amount Supplier owes to under this Agreement or any other agreement.
4.11 The invoice and timesheet should be sent to the contact person and finance@eit-culture-creativity.eu in cc.

5. Taxes, other contributions, no employment agreement and related indemnification

5.1 All tariffs are gross amounts but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax ("Taxes").

5.2 If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to EIT CULTURE & CREATIVITY which taxes shall be paid by EIT CULTURE &

CREATIVITY in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.

5.3 In addition to Articles 5.1 and 5.2, all social security, fiscal charges or taxation of any kind and contributions of any kind including but not limited to value added, levies, withholdings, unemployment, medical insurance and insurance of any kind, pensions, national insurance contributions and social security benefits, as imposed by any law, accommodation and travel costs, living expenses, or other expenses and charges arising from this Agreement, will be the exclusive responsibility of Supplier, who must pay such taxes, charges, any kind of expenses and contributions directly to the competent authorities or employees (as the case may be) (altogether called "Contributions").

5.4 Supplier shall perform the Services hereunder as an independent contractor and not as an agent of EIT CULTURE & CREATIVITY and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the Parties irrespective of the extent of economic dependency.

5.5 Supplier shall indemnify and keep EIT CULTURE & CREATIVITY harmless from any claims from any authority for payment of any Contributions, including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Services performed by Supplier on the basis of the Agreement.

6. Intellectual property, ownership and licensing, IP infringement indemnification

6.1 "Intellectual Property Rights" or "IP" shall mean patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions, combinations, divisions, discontinuations or re-issues of the foregoing.

6.2 Unless expressly specified otherwise in Annex 1, should the performance of the Services entail the delivery of (written) advice, reports or any other materials or results ("Deliverables"), the ownership of any Intellectual Property Rights in such Deliverables shall be vested in EIT CULTURE & CREATIVITY.

6.3 In addition to Article 6.1, any item provided by EIT CULTURE & CREATIVITY (or by a third party designated on behalf of EIT CULTURE & CREATIVITY) and used to perform the Services and/or embedded in the delivered Services, shall at all times remain the ownership of EIT CULTURE &

CREATIVITY. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from EIT CULTURE & CREATIVITY.

6.4 By exception to Article 6.1, Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Services shall remain the ownership of Supplier ("Background IP").

6.5 Supplier hereby grant a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license under its Background IP used for the performance of the Services, to with the right to sublicense, for the use, make, have made, build-in, market, sell, lease, license distribute and/or otherwise dispose of the Services and/or Deliverables.

6.6 Supplier shall not, without EIT CULTURE & CREATIVITY prior written consent, publicly make any reference to EIT CULTURE & CREATIVITY whether in press releases, advertisements, sales literature or otherwise.

6.7 Unless expressly specified otherwise in Annex 1,

6.7.1 Supplier shall indemnify and hold harmless EIT CULTURE & CREATIVITY, its Affiliates, partners, contractors and employees in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the Services alone or in any combination or their use infringes any third party IPRs, or, if so directed by EIT CULTURE & CREATIVITY shall defend any such claim at Supplier's own expense. By "Affiliates" is meant any and all companies, firms and legal entities with respect to which now or hereafter EIT CULTURE & CREATIVITY directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity, including but not limitedly through a domination agreement.

6.7.2 EIT CULTURE & CREATIVITY shall give Supplier prompt written notice of any such claim, provided, however, any delay in notice shall not relieve Supplier of its obligations hereunder except to the extent it is prejudiced by such delay. Supplier shall provide all assistance in connection with any such claim as EIT CULTURE & CREATIVITY may reasonably require.

6.7.3 If any Services alone or in any combination provided under the Agreement are held to constitute an infringement, or, if their use is enjoined, Supplier shall, at its own expense submit an alternative plan to EIT CULTURE & CREATIVITY and request its approval.

6.7.4 If Supplier is unable either to procure for EIT CULTURE & CREATIVITY the right to continue to use the Services alone or in any combination or to replace or modify the Services alone or in any combination in accordance with the above, EIT CULTURE & CREATIVITY may terminate the Agreement and upon such termination, Supplier shall reimburse to EIT CULTURE & CREATIVITY the price paid, without prejudice to Supplier's obligation to indemnify as set out herein.

7. Confidentiality, documents

7.1 "Confidential Information" means any and all proprietary and/or confidential data and information, such as but not limited to commercial and/or technical information, that EIT CULTURE & CREATIVITY and its Affiliates or representatives may disclose directly or indirectly, whether in writing or any other form, to Supplier that is related to the Service, which (a) is marked as "confidential" or "proprietary" or words of similar import when disclosed, and (b) is orally disclosed and is summarized and described as confidential in a writing that is delivered to Supplier within fifteen (15) days of disclosure.

7.2 During the period beginning on the Effective Date (as specified in Annex I) and continuing for a period of five (5) years thereafter (the "Confidentiality Period"), Supplier agrees not to:

i. use Confidential Information for any purpose other than for the Service; and

ii. disclose Confidential Information to any third party, except to its employees and other persons under its supervision that are operating within its organization, including without limitation, its Partners' employees who (A) have a legitimate "need to know" to accomplish the Service, and (B) are obligated to protect such Confidential Information pursuant to terms and conditions not less restrictive than those contained in this Agreement. Supplier shall protect EIT CULTURE & CREATIVITY Confidential Information as required hereunder using the same degree of care, but no less than a reasonable degree of care, as Supplier uses to protect its own confidential information of a like nature.

7.3 Supplier's obligations above, shall not apply to any data or information that it can prove: (a) is lawfully available to Supplier, prior to the time of receipt from EIT CULTURE & CREATIVITY as verified by written records; (b) is or becomes publicly available without violation of this Agreement or any other obligation of confidentiality and through no act or omission of Supplier; (c) is lawfully

furnished to Supplier by a third party without use or disclosure restrictions; or (d) is developed by Supplier without use of or reference to any of EIT CULTURE & CREATIVITYConfidential Information. Furthermore, a disclosure by Supplier that is required pursuant to any judicial or governmental proceeding shall not be considered a breach of this Agreement, provided that Supplier promptly after learning of such action shall notify, to the extent permitted by applicable law, EIT CULTURE & CREATIVITY thereof to give the opportunity to contest disclosure or to seek any available legal remedies to maintain such information in confidence.

7.4 Supplier is not permitted - alone or with or through others – to remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to EIT CULTURE & CREATIVITY or any of its Affiliates, including but not limited to any notes, drawings, letters, formulas, recipes, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EIT CULTURE & CREATIVITY has given its prior written permission to any such action.

7.5 EIT CULTURE & CREATIVITY shall remain the owner of all property it has made available to Supplier in connection with this Agreement.

7.6 Supplier shall make all property belonging to EIT CULTURE & CREATIVITY (or its Affiliates) such as, but not limited to, any notes, drawings, letters, formulas, recipes, other documents and/or copies of such matters, tools, models, finished products, (copies of) automated files or other data carriers, which come into its possession during the term of this Agreement, available to in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

8. Personal data and data protection

8.1 For the purpose of this Agreement,

- "Personal Data" shall mean any and all information relating to an identified or identifiable individual, including but not limited to EIT CULTURE & CREATIVITY current or former employees, employee family members, dependents or beneficiaries, customers, consumers, suppliers, business partners or contractors;
- "Processing" shall mean any operation or set of operations performed or to be performed upon Personal Data, whether or not by automatic means, such as creation, access, collection, recording, organization, storage, loading, employing, adaptation or

alteration, retrieval, consultation, displaying, use, disclosure, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (hereinafter also referred to as a verb "Process").

8.2 Supplier may process EIT CULTURE & CREATIVITY information relating to identified or identifiable natural persons ("Personal Data" as defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR)) in various EU jurisdictions in which they operate. EIT CULTURE & CREATIVITY agrees that EIT CULTURE & CREATIVITY data will be collected and processed by the Supplier for the needs of the Service.

8.3 The Supplier will process personal data by respecting the requirements of applicable data protection legislation and rules including GDPR. In the event that the Contractor qualifies as a processor as referred to in the General Data Protection Regulation while Supplier processes personal data for EIT CULTURE & CREATIVITY during the Assignment, Supplier 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.

8.4 EIT CULTURE & CREATIVITY warrants that they have the authority to provide personal data to Supplier in connection with the performance of the Services and that any Personal Data provided to Supplier has been processed in accordance with applicable law.

8.5 Where Supplier in the performance of the Agreement Processes Personal Data, then Supplier agrees and warrants that Supplier shall:

(a) comply with all privacy and data protection law and regulations applicable to its Services;

(b) Process Personal Data only (i) on behalf of and for the benefit of EIT CULTURE & CREATIVITY (ii) in accordance with EIT CULTURE & CREATIVITY instructions, and (iii) for the purposes authorized by this Agreement or otherwise by EIT CULTURE & CREATIVITY and (iv) insofar necessary for the Services rendered to EIT CULTURE & CREATIVITY and as permitted or required by law;

(c) maintain the security, confidentiality, integrity and availability of the Personal Data;

(d) implement and maintain appropriate technical, physical, organizational and administrative security measures, procedures, practices and other safeguards to protect the Personal Data against (i) anticipable threats or hazards to its security and integrity; and (ii) loss, unauthorized access to, or acquisition or use of or unlawful Processing; and

(e) promptly inform EIT CULTURE & CREATIVITY of any actual or suspected security incident involving the Personal Data.

8.6 To the extent that Supplier allows a (sub)contractor to process the Personal Data, Supplier shall ensure that it binds such (sub)contractor to obligations which provide a similar level of protection, but in no way less restrictive, as this Article 8.

8.7 Supplier shall, upon the termination of the Agreement, securely erase or destroy all records or documents containing the Personal Data. Supplier accepts and confirms that it is solely liable for any unauthorized or illegal processing or loss of the Personal Data, if Supplier fails to erase or destroy the Personal Data upon termination of the Agreement.

8.8 Supplier shall indemnify and hold harmless the EIT CULTURE & CREATIVITY officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Article 8.

9. Liability, indemnification, insurance

9.1 Supplier shall indemnify and hold harmless EIT CULTURE & CREATIVITY and its Affiliates, agents and employees, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the performance of the Services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of this Agreement, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Services or any other information furnished by Supplier under this Agreement. Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made sufficient provision for this purpose

9.2 Supplier shall indemnify EIT CULTURE & CREATIVITY and shall pay its insurance proceeds and furthermore indemnify for the excess amount of the total claim of damages that is not covered by the insurance of Supplier or any other insurance.

9.3 Neither Party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, breach of confidentiality or for any liability that cannot by law be excluded or limited.

9.4 Subject to Article 9.3, in no event shall EIT CULTURE & CREATIVITY be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data.

9.5 Subject always to Article 9.3, depending on the nature of the Services and the liability risk associated therewith, a cap to the liability of Supplier under this Agreement may apply only if expressly mutually agreed in writing in Annex 1.

10. Suspension, termination of the Agreement

10.1 This agreement starts at the date of signature (hereinafter: "the Effective Date") and terminates in [.]. The Parties may agree on an additional renewal of the contract before the termination date, upon written agreement 15 days prior to the current termination date.

10.2 As an exception to the above, may suspend, withdraw, dissolve or terminate this Agreement fully or partially with immediate effect without incurring any penalty or compensation if and as soon as:

(a) Supplier breaches any of its material obligations under this Agreement and, notwithstanding a written request from EIT CULTURE & CREATIVITY to repair the current breach and to take appropriate measures to prevent such a breach in the future, fails to comply with such a request within a reasonable deadline defined in the written notice; or

(b) EIT CULTURE & CREATIVITY in its reasonable discretion, it determines that Supplier is not able to perform the Services as required; or

(c) Supplier fails to provide EIT CULTURE & CREATIVITY with adequate assurance of performance following request by EIT CULTURE & CREATIVITY; or,

(d) Supplier files a petition for bankruptcy or is declared bankrupt; or

(e) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;

(f) Supplier enters into voluntary or judicial liquidation;

(g) the business of Supplier ceases to exist or control or ownership is taken over by a third party;

(h) as a result of the termination of the european programme(s) which requested EIT CULTURE & CREATIVITY to enter into this Agreement (as the case may be).

10.3 As from receipt of a termination notice from any of the parties (under any legal ground), Supplier shall take immediate steps to bring the terminated Services to a closure in a prompt and orderly manner and to stop expenditure at the earliest.

10.4 Supplier may, after giving fourteen (14) calendar days written notice to EIT CULTURE & CREATIVITY terminate the Agreement if:

(a) Fails for more than one hundred twenty (120) calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Article 4; or

(b) Consistently fails to meet its material obligations after repeated reminders; or

(c) Suspends the progress of the Services or any part thereof for more than ninety (90) calendar days for reasons not specified in the Agreement, or not attributable to Supplier's breach or default.

11. Safeguarding of EU's financial interest and conflict of interest

11.1 Supplier accepts without reservation that during the implementation of the Agreement and for five (5) years after the completion of the Agreement, EIT CULTURE & CREATIVITY has the right to transfer the tender proposal and the Agreement with Supplier to: (i) internal audit services; (ii) the EIT; (iii) the European Court of Auditors; (iv) the Financial Irregularities Panel or; (v) the European Anti-Fraud Office, and any other EU body or EU audit Committee that may request it for the purposes of safeguarding the EU's financial interests.

11.2 Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement 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 is obliged to inform immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

12. Miscellaneous

12.1 All notices given under this Agreement shall be given in writing. Any subsequent change of address shall be promptly notified by the Party concerned to the other Party and embodied in an amendment to the preamble of this Agreement.

12.2 In the event that Supplier is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of Supplier) and Supplier has provided sufficient proof for the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. EIT CULTURE & CREATIVITY shall be entitled to immediately terminate the Agreement by written notice, if the context of the non- performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Services to be supplied.

12.3 Supplier shall not transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of EIT CULTURE & CREATIVITY. Any such verbally approved, transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.

12.4 The rights and remedies reserved to EIT CULTURE & CREATIVITY are cumulative and are in addition to any other or future rights and remedies available under the Agreement, at law or in equity.

12.5 No course or prior dealings between the Parties, no course of performance, and no usage of the trade shall be relevant to determine the meaning of the Agreement and to modify the provisions of this Agreement.

12.6 No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by EIT CULTURE & CREATIVITY and Supplier.

12.7 In the event that any provision(s) of this Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

12.8 All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Intellectual Property, Confidentiality and Personal Data, shall survive.

12.9 The Agreement shall be governed by and construed in accordance with the German law and any legal dispute should be brought to the court of Cologne.

EIT Culture & Creativity
Budget owner

SUPPLIER
First name, Last name
representing [Company name]

ANNEX I

DESCRIPTION OF SERVICES, DELIVERABLES, TIMELINE, FEES AND SPECIFIC CONDITIONS

This Annex I forms an integral part of the Agreement and sets out the Services to be provided by the Supplier, the Deliverables, the applicable timeline, the fees payable by EIT CULTURE & CREATIVITY and the service-specific conditions applicable to the Services.

Unless expressly stated otherwise in this Annex I, the provisions of the Agreement shall apply in full.

1. SERVICES

1.1 description of the services

The Supplier shall provide the following services to EIT CULTURE & CREATIVITY (the **"Services"**). The Services aim at (i) structured, milestone-oriented 1:1 coaching delivery, (ii) milestone and deliverable readiness of the ventures, and (iii) programme integration and reporting to the Business Creation team.

1.2 Scope of the services

The Services shall include in particular the following activities and tasks:

- Regular 1:1 coaching sessions with the founder(s) or founding team of each assigned venture, acting as a trusted sparring partner on the venture's progress,

priorities and milestones, KPIs, fundraising readiness, governance and execution (indicatively up to 20 hours per venture over the programme duration);

- Three check-ins with the responsible Programme Manager per venture (indicatively 30 minutes each): (i) after the Kick-off, on any changes to the venture's execution or scaling plan and the next steps planned until Demo Day; (ii) before Demo Day, on the development of the venture's team and product and what the venture crucially needs to be ready for Demo Day; and (iii) one month before the programme ends, on any red flags and current developments, to support the venture in delivering its final reporting;
- Support to each assigned venture in preparing the post-Kick-off, Month 6 and Month 12 deliverable packages (e.g. pitch deck updates, KPI/output evidence, impact survey inputs) so that submissions are ready ahead of the deadlines, and tracking of delivery against the approved Venture Execution Plan or Scaling Plan between sessions, with a brief status note to programme management after each session; and
- Participation in the two-day, in-person Kick-off event in an EU city, including meeting the assigned ventures, helping them interpret their assessment results and identify priorities for their execution or scaling plans and, where requested, aligning in advance with trainers on session objectives and format and supporting small-group facilitation, discussions and feedback during workshops. Specific responsibilities will be confirmed once the Kick-off programme is finalised.

1.3 Exclusions

The Services do not include any activities or deliverables other than those expressly set out in this Annex I, unless otherwise agreed in writing by the Parties.

2. Deliverables

In performance of the Services, the Supplier shall provide the following deliverables (the **"Deliverables"**):

Deliverable	Description	Due date
Per-session status notes	Brief written status note to the Programme Manager after each coaching session (indicative 20 per venture), tracking delivery against	After each coaching session

Deliverable	Description	Due date
	the approved Venture Execution/Scaling Plan and flagging risks early	
Programme Manager check-ins (3 per venture)	Structured feedback on each venture's engagement and progress, as described in Section 1.2	(i) after the Kick-off; (ii) before Demo Day; (iii) one month before programme end

Unless otherwise agreed in writing, all Deliverables shall be submitted in electronic editable format.

3. Timeline

The Services shall be performed in accordance with the following timeline:

- **Start date:** 01/02/2027
- **End date:** 31/12/2027

Where applicable, the following milestones shall apply:

Milestone	Description	Target date
Kick-Off	Two-day, in-person Kick-off event in an EU city; first meeting with assigned ventures	February/March 2027 – exact date to be communicated
Month 1 review point	Review of each coach–venture pairing; possible reassignment (see Section 8)	One month after the Kick-off
Programme End	Final check-in one month before programme end.	Novembr 2027

If no separate milestone dates are specified, the due dates of the Deliverables set out in Section 2 shall apply.

4. FEES

4.1 Total fee

The fees are fixed in accordance with the RFP and are payable per Venture Assignment as set out in Section 4.2 of RFP. As no minimum or maximum number of Venture Assignments is guaranteed, the total maximum amount payable by EIT CULTURE & CREATIVITY to the Supplier under the Agreement for the Services shall be **EUR 2,500 per Venture Assignment (for up to five Venture Assignments), plus the one-off Kick-off fee of EUR 1,000), excluding VAT, if applicable**.

4.2 Fee structure and payment schedule

The above fee shall be payable as follows:

Payment trigger	**Amount**
Kick-off fee (one-off per coach, regardless of the number of ventures supported): upon participation in the Kick-off event	EUR 1,000
Per Venture Assignment – first instalment: upon completion of the pre-Demo Day check-in and acceptance of the related status notes	EUR 1,250
Per Venture Assignment – final instalment: upon completion of the Services for the venture and acceptance of all related Deliverables	EUR 1,250

Invoices may only be issued in accordance with the payment triggers set out above and subject to Article 4 of the Agreement.

4.3 Fee inclusiveness

Unless expressly stated otherwise in this Annex I, the fees set out above shall include all costs and expenses incurred by the Supplier in connection with the performance of the Services.

5. **Reporting**

For the purposes of the Agreement, the Supplier shall provide the following reporting:

- **Progress reports:** per-session status notes and milestone progress reports, as set out in Section 2
- **Timesheets:** not required. By derogation from Article 3.6 of the Agreement, as the Services are remunerated on a fixed-price basis, the per-session status notes shall replace the time sheets referred to in Article 3.6
- **Additional reporting requirements:** the Supplier shall promptly inform the Programme Manager of any urgent matter or critical situation concerning an assigned venture

Unless otherwise agreed, each progress report shall briefly describe:

- the Services performed during the relevant period;
- progress against the agreed timeline and Deliverables; and
- any material issues, delays or risks affecting the performance of the Services.

Reporting template will be provided by the Programme Team.

6. EXPENSES

No expenses shall be reimbursed. Travel, accommodation and other costs related to participation in the Kick-off event are covered by the one-off Kick-off fee set out in Section 4.2.

Any reimbursable expenses shall be invoiced in accordance with Article 4 of the Agreement and supported by the relevant receipts or other appropriate supporting documentation.

7. PERSONNEL AND SUBCONTRACTING

7.1 Key personnel

The Services shall be performed personally by the coach named below, who was evaluated individually under the RFP. Where the Supplier is a company, it acts as the contracting and invoicing entity only, and the named coach may not be replaced without the prior written consent of EIT CULTURE & CREATIVITY:

Name	Role / function
[Name]	[Role]
[Name]	[Role]

7.2 Approved subcontractors

No subcontractors are approved. By derogation from Article 3.5 of the Agreement, the Services shall be performed personally by the coach named in Section 7.1 and may not be subcontracted or delegated:

Subcontractor	Scope of subcontracted services
[Name]	[description]
[Name]	[description]

No subcontracting other than as expressly set out above shall be permitted without EIT CULTURE & CREATIVITY's prior written consent in accordance with the Agreement.

8. SPECIFIC CONDITIONS

The following specific conditions shall apply to the Services:

- Venture Assignments: the Supplier is part of a pool of coaches selected under the RFP. Ventures are assigned to the Supplier by the Business Creation programme team based on sector fit, expertise, availability and potential conflicts of interest, and each assignment shall be confirmed to the Supplier in writing (e-mail being sufficient) (a "Venture Assignment"). Indicatively, one (1) to five (5) ventures may be assigned per engagement year. The Agreement does not guarantee any minimum or maximum number, or value, of Venture Assignments, and the Supplier may be assigned more than one venture concurrently.
- Review and reassignment: a review point at Month 1 allows EIT CULTURE & CREATIVITY to change a coach–venture pairing that is not working for one or both parties; such change may be initiated by the venture, the Supplier or EIT CULTURE & CREATIVITY. Any documented mismatch, conflict of interest or performance issue identified at any time by any party may also trigger reassignment. Services already

performed at the time of reassignment shall be paid pro rata; reassignment shall not otherwise entitle the Supplier to any compensation.

- Mode of delivery: coaching sessions may be held remotely or in person, as agreed with the venture, except for the Kick-off, which takes place in person in an EU city. The Supplier shall attend the onboarding session organised by EIT CULTURE & CREATIVITY. All Deliverables shall be in [English].
- Additional assignments: additional assignments, including support to ventures as part of the 100-To-Watch portfolio activities, and the related payment may be offered and negotiated on a case-by-case basis, and shall be agreed in writing in accordance with Article 3.9 of the Agreement. Venture materials (e.g. pitch decks, plans) remain the property of the respective venture; Article 6.2 of the Agreement applies to the status notes and reports prepared by the Supplier for EIT CULTURE & CREATIVITY.

Any provision of this Annex I intended to derogate from the body of the Agreement shall expressly identify the relevant clause of the Agreement and the agreed deviation. In the absence of such express wording, this Annex I shall be deemed only to supplement, and not to amend, the Agreement.

9. MATERIAL / INFORMATION TO BE PROVIDED BY EIT CULTURE & CREATIVITY

EIT CULTURE & CREATIVITY shall provide the Supplier with the following material, information and/or access required for the performance of the Services:

- the approved Venture Execution Plan or Scaling Plan and assessment results of each assigned venture, and relevant programme documentation;
- contact details of the founders or teams of assigned ventures and of the responsible Programme Manager, and access to the check-in meetings;
- the onboarding session, including the full reporting timeline, and the Kick-off programme and logistics.

The Supplier shall promptly notify EIT CULTURE & CREATIVITY if any such material, information or access is not provided in a timely manner and materially affects the performance of the Services.