

1 FRAMEWORK AGREEMENT FOR EXPERT SERVICES

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

EIT Health InnoStars e.V., an association having its registered seat at Garching b. München Germany, 85748, Lichtenbergstr. 2a, with tax registration number DE308252541, legally represented herein by Balázs Fürjes, acting as managing director; hereinafter referred to as: **‘InnoStars’**;

and

[Company name], a private limited company, having its registered office and place of business at **[Company’s address]**, with company registration number **[Company’s registration number]** and VAT number **[Company’s VAT number]**, legally represented herein by **[name of representative]**, acting as **[position of the representative]**; hereinafter referred to as: the **‘Supplier’**;

Hereinafter jointly referred to as: the ‘Parties’ or individually as a “Party”;

WHEREAS:

EIT Health is focused on promoting entrepreneurship, innovation, and education in the field of health. EIT Health brings together leading organisations along the entire value chain from smaller companies to larger industry, excellent academic and research institutions, as well as public sector organisations, to promote healthy living, support active ageing and improve healthcare by removing barriers to innovation, promoting talent and education, leveraging enabling technologies and exploiting big-data.

One of the core Programme of EIT Health and EIT Health InnoStars is Regional Innovation Scheme (RIS). The main goal is to increase the innovation capacity in areas of Europe not directly benefitting from the activities of EIT Health and other EIT Knowledge and Information Communities (KICs).

In keeping with this mission, EIT Health's RIS is designed to close the gap between regions that are leaders in healthcare innovation and areas that have more moderate innovation. The goal is to help citizens in less developed European countries enjoy the benefits of innovation – and have access to new products and services supporting active aging and healthy living. At the moment there are 14 RIS Hubs in 13 countries: Croatia, Czech Republic, Latvia, Slovakia, Portugal, Romania, Poland, Lithuania, Hungary, Italy, Greece, Estonia and Slovenia. These are mainly universities, incubators and innovation centres. The EIT Health hubs are asked to develop the local innovation ecosystem with the help of EIT Health, help EIT Health find the best talents, entrepreneurs and start-ups from their region and take part in implementation of the Regional Innovation Scheme Programme.

InnoStars has published an open call to invite experts for the performance of certain evaluation Services, and Supplier has been selected as Expert for InnoStars for such Services.

InnoStars engage the Expert to participate in evaluating RIS innovation call application documents in accordance with the individual assignment for the exact tasks.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1: Structure of the Agreement and precedence

1.1 This Agreement consists of the body of this Agreement and Annex 1 attached to this Agreement.

- 1.2 The body contains standard general provisions applicable to all Services purchased by InnoStars 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 InnoStars from Supplier under this Agreement.
- 1.4 Both the body and Annex 1, as well as the InnoStars Call (as referred to in Annex 1) form the Agreement.
- 1.5 In case of discrepancy between the description of Services and time schedule in the InnoStars Call and the description of Services and time schedule in Annex 1, the InnoStars Call shall prevail. In case of discrepancy between a provision in the body and a provision in Annex 1, the provision in the body shall prevail unless the deviating provision in Annex 1 states expressly that it is specifically agreed by both Parties as being in deviation of a specific provision of the body and refers clearly to the provision of the body concerned.

Article 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 InnoStars, unless and to the extent provided in Annex 1 for certain specific types of Services.
- 2.2 The contractual relationship between InnoStars and Supplier shall solely be governed by the terms and conditions of this Agreement. InnoStars 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.

Article 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 2 for InnoStars under this Agreement, in accordance with the individual task assignment and within the time schedule specified under Annex 2.
- 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 InnoStars as much as possible.
- 3.3 Supplier is free to organise the way it provides the Services and the timing thereof autonomously and at its own discretion without supervision or authority of InnoStars, (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 InnoStars's premises whenever it is necessary for the performance of 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 InnoStars undertakes to cover the accommodation and travel costs of the Supplier that is necessary for the completion of the Tasks.
- 3.5 Involvement of any third party (such as subcontractor or personnel) in the implementation of the Services is not allowed under expert assignment, all tasks have to be delivered by the selected expert set in Annex 1.
- 3.6 In order for InnoStars and Supplier to monitor the proper performance of the Services throughout the Term of the Agreement, Supplier shall report to InnoStars progress of the performance of the Services, in writing, at intervals and under conditions specified under Annex 1 ("Progress Report and/or Timesheet for experts")), as the case may be. Such Progress reports/timesheets of experts are subject to InnoStars' approval in writing, at InnoStars' sole discretion. In addition to the foregoing, unless provided otherwise in Annex 1, Supplier shall provide InnoStars with time sheets describing the tasks performed by Supplier and the time spent on each task, pursuant to the regularity provided under Annex 1 and pursuant to the time sheet template provided by InnoStars separately.
- 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 InnoStars hereof promptly in writing, and shall take any reasonable measure to mitigate the consequences of such situation, in agreement with InnoStars.
- 3.8 Services delivered are subject to the acceptance of InnoStars. InnoStars shall issue a Performance certificate after completion of Services. Should InnoStars fail to reject part or all of the Services provided within 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 InnoStars 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 5 days in absence of any further instructions) at no additional charge for InnoStars. 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 InnoStars is not obliged to provide any compensation to Supplier for such Services.
- 3.9 Modifications to the Services and/or other provisions of this Agreement may only be agreed by the Parties as per the InnoStars procurement rules, i.e. if:
- (a) mutually agreed in writing, and
 - (b) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
 - (c) the modification does not alter the overall nature of the contract; and
 - (d) any increase in price is not higher than 25 % of the original value of the Agreement. In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 25% of the original value of the Agreement; and
 - (e) modifications above 10% of the original value of the Agreement should only amend specific conditions of the Agreement and be made by way of an amendment to this Agreement signed by both Parties.
- 3.10 The Parties designate the following contact persons for communication with respect to this Contract:

For InnoStars:
Name: Zsófia Simon
Phone: +3630-958-9807
E-mail: zsofia.simon@eithealth.eu

For Supplier:
Name: **[Contact name]**
Phone: **[Contact number]**
E-mail: **[Contact e-mail]**

Article 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 Section 4.1. corresponding to the delivered Services, after acceptance of such Services by InnoStars.
- 4.3 Further, Supplier may only charge the amounts under 4.1. subject to (i) InnoStars having received a correct invoice bearing the essential elements below, (ii) all relevant Progress Reports relating to the delivered Services so invoiced having been properly delivered to InnoStars in a timely manner and accepted by InnoStars in writing (as the case may be).
- 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 InnoStars
 - (d) the name and address of InnoStars
 - (e) the invoice number
 - (f) the invoice date
 - (g) the date on which the Services were supplied (provided InnoStars S has accepted them pursuant to this Agreement)
 - (h) the quantity and type of goods supplied (if applicable)
 - (i) the nature and type of Services supplied
 - (j) the following data for every VAT tariff or exemption:
 - (i) the price per piece or unit, excluding VAT
 - (ii) any reductions that are not included in the price
 - (iii) the VAT tariff that has been applied
 - (iv) the cost (the price excluding VAT)
 - (v) in case of advance payment: the date of payment, if this is different from the invoice date
 - (vi) the amount of VAT
- 4.5 By deviation to Section 4.2., Supplier may charge the amounts under Section 4.1., at the beginning of each (quarterly, monthly or other) period specified in Annex 1, if such alternative is specifically agreed by InnoStars in Annex 1. In such a case, requirements of Section 4.3. shall apply to each regular invoice.
- 4.6 The payment term applying to Supplier invoices fulfilling the requirements of this Section 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, 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 InnoStars, to the extent Annex 1 provides for such possibility. Expenses shall only be paid if InnoStars 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, InnoStars may suspend payment to Supplier, upon notice to Supplier.

- 4.10 Supplier hereby unconditionally accepts that InnoStars has the right to set off any amount that InnoStars owes to Supplier under this Agreement, with any amount Supplier owes to InnoStars under this Agreement or any other agreement.

Article 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 In the case of cross-border invoicing, and if the services under this Agreement are subject to VAT, the VAT is payable in Germany through reverse charge mechanism by InnoStars. The supplier shall invoice amount net of VAT. The invoice shall contain the following: VAT reverse charged: DE308252541
- 5.3 If the Services under this Agreement are subject to any other Taxes, Supplier may charge such Taxes to InnoStars, which taxes shall be paid by InnoStars in addition to the compensation for Supplier. Supplier is responsible for paying any applicable Taxes to the appropriate (tax) authorities.
- 5.4 In addition to Section 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**").
- 5.5 Supplier shall perform the Services hereunder as an independent contractor and not as an agent of InnoStars 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 of Supplier on InnoStars.
- 5.6 Supplier shall indemnify and keep InnoStars 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.

Article 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 InnoStars.
- 6.3 In addition to Section 6.1., any item provided by InnoStars (or by a third party designated by InnoStars on behalf of InnoStars) and used to perform the Services and/or embedded in the

- delivered Services, shall at all times remain the ownership of InnoStars. Supplier shall have no right, title or interest in any of these items nor any trademark or trade name from InnoStars.
- 6.4 By exception to Section 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 InnoStars, 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 InnoStars’ prior written consent, publicly make any reference to InnoStars, 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 InnoStars, 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 InnoStars, shall defend any such claim at Supplier’s own expense. By “Affiliate” is meant any and all companies, firms and legal entities with respect to which now or hereafter InnoStars, 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 InnoStars 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 InnoStars 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, as directed by InnoStars, but at its own expense: either 1) procure for InnoStars or its users the right to continue using the Services alone or in any combination; or 2) replace or modify the Services alone or in any combination with a functional, non- infringing equivalent.
- 6.7.4 If Supplier is unable either to procure for InnoStars 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, InnoStars may terminate the Agreement and upon such termination, Supplier shall reimburse to InnoStars the price paid, without prejudice to Supplier's obligation to indemnify InnoStars as set forth herein.

Article 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 InnoStars, 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 and continuing for a period of five (5) years thereafter (the “**Confidentiality Period**”), Supplier agrees not to: (i) use InnoStars’ Confidential Information for any purpose other than for the Service; and (ii) disclose InnoStars Confidential Information to any third party, Supplier shall protect InnoStars’ 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 InnoStars, prior to the time of receipt from InnoStars 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 InnoStars’ Confidential 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, InnoStars thereof to give Supplier 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 InnoStars 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 InnoStars has given its prior written permission to any such action.
- 7.5 InnoStars 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 InnoStars (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 InnoStars in good condition immediately upon initial request, but in any case on the day on which the Agreement ends.

Article 8: Personal data

- 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 InnoStars 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 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 InnoStars, (ii) in accordance with InnoStars' instructions, and (iii) for the purposes authorized by this Agreement or otherwise by InnoStars, and (iv) insofar necessary for the Services rendered to InnoStars 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) anticipatable 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 InnoStars of any actual or suspected security incident involving the Personal Data.
- 8.3 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 Section 8.
- 8.4 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.
- 8.5 Supplier shall indemnify and hold harmless InnoStars, their officers, agents and personnel from any damages, fines, losses and claims arising out of a breach of this Section 8.

Article 9: Liability, indemnification, insurance

- 9.1 Supplier shall indemnify and hold harmless InnoStars, 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 to InnoStars under the Agreement.
- 9.2 Supplier warrants that it has taken out sufficient insurance against the aforementioned damage, costs and interest, or has made a sufficient provision for this purpose and is obliged to fully disclose to InnoStars immediately upon initial request all the (policy conditions of the) aforementioned insurance(s) and/or provisions. Supplier shall indemnify InnoStars and shall pay its insurance proceeds to InnoStars 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. InnoStars shall be entitled to take legal action against Supplier.
- 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 Section 9.c., In no event shall InnoStars 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, even if InnoStars has been advised of the possibility of such damages and in no event shall InnoStars

be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by InnoStars., F and in no event shall InnoStars be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amounts already paid to Supplier by InnoStars.

- 9.5 Subject always to Section 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.

Article 10: Suspension, termination of the Agreement

- 10.1 The Agreement is entered into as from the Effective Date specified in Annex 1 and shall end by operation of law, without the requirement of prior notice of termination, on the date the last of the Services have been delivered by Supplier, accepted and paid by InnoStars (“**Term**”).
- 10.2 As an exception to the above, InnoStars 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 InnoStars 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 fixed by InnoStars in the notice; or
 - (b) InnoStars, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
 - (c) Supplier fails to provide InnoStars with adequate assurance of performance following request by InnoStars; 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 InnoStars to enter into this Agreement (as the case may be).
- 10.3 As from receipt of a termination notice from InnoStars (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 reduce expenditure to a minimum.
- 10.4 Supplier may, after giving 14 calendar days written notice to InnoStars, terminate the Agreement if InnoStars:
- (a) Fails for more than 120 calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Section 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 90 calendar days for reasons not specified in the Agreement, or not attributable to Supplier’s breach or default.

Article 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 four (4) years after the completion of the Agreement, InnoStars has the right for the purposes of

safeguarding the EU's financial interests, the application and the Agreement with Supplier may be transferred to internal audit services, the EIT, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office ('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 contractor is obliged to inform InnoStars immediately if there is any change in the above circumstances at any stage during the implementation of the tasks under the Agreement.

Article 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. InnoStars shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier, immediately 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 InnoStars. Any such pre-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 InnoStars 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 Neither the failure nor the delay of InnoStars to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of InnoStars to enforce each and every provision of the Agreement.
- 12.6 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.
- 12.7 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 InnoStars and Supplier.
- 12.8 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.

- 12.9 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.
- 12.10 The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the InnoStars ordering entity is located, as applicable.
- 12.11 Supplier and InnoStars each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the InnoStars ordering entity is located; or (ii), at the option of InnoStars, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of InnoStars, for arbitration in which case Section 12.12. applies. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.
- 12.12 If so chosen by InnoStars in accordance with Section 12.11, any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the International Chamber of Commerce Rules of arbitration, which Supplier and InnoStars declare to be known to them. Supplier and InnoStars agree that: (i) the appointing authority shall be the ICC-International Chamber of Commerce of Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the InnoStars entity mentioned in the recitals or, at the option of InnoStars, the jurisdiction of the Supplier's entity mentioned in the recitals; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined under Section 12.10.
- 12.13 The United Nations Convention on International Sale of Goods shall not apply to the Agreement.
- 12.14 The signature of a Party by means of a scan or digitization of the original signature (e.g. a scan in PDF format) or an electronic signature (e.g. via AdobeSign), counts as an original signature with the same validity, enforceability and permissibility. Each Party receives a fully signed copy of the Agreement. The transfer of this copy by e-mail or via an electronic signature system will have the same legal force and legal effect as the transfer of the original copy of the Agreement.

Drawn up on ... and signed:

EIT Health InnoStars e.V.

Balázs Fürjes

Managing Director

[Company name]

[Name of representative]

[Position of representative]

Annex 1 to the Service Agreement

In addition to the general terms and conditions specified in the body of the Service Agreement, the Parties hereby agree on the following specific conditions and details:

1. Description of the Services subject to the application procedure (as per the Whereas section, Section 3.1., of the Agreement) and detailed description of the types of Services and Deliverables (as per Section 6.2 of the Agreement) covered by the Agreement:

InnoStars requests the following services:

- Review and evaluate application documents submitted for European Health Catapult competition. (Remote evaluation via Optimy will be performed);
- Provide adequate scoring (based on the received scorecard template) and written feedback on each European Health Catapult application. (Remote evaluation via Optimy will be performed);
- Review and evaluate application documents submitted for HeadStart Funding. (Remote evaluation via Optimy will be performed);
- Provide adequate scoring (based on the received scorecard template) and written feedback on each HeadStart Funding application. (Remote evaluation via Optimy will be performed).
- The exact tasks and timing of the services will be defined in the individual assignment set in annex 2.

2. Price of the Services (as per Section 4 of the Agreement):

In application of Section 4.1. of the Agreement, the following Services shall be remunerated on the basis of an hourly rate, fixed per type of Services, as follows:

Services	Price
Evaluation services	40 EUR including VAT / evaluation

* Due to cross-border invoicing, the VAT is payable in Germany through reverse charge mechanism by InnoStars. The supplier shall invoice amount net of VAT. The invoice shall contain the following: VAT reverse charged: DE308252541

3. Charging the compensation to InnoStars (as per Section 4. of the Agreement)

Service Provider is entitled to issue invoice after the performance of each evaluation package. Payment shall be made upon the acceptance of the services and the deliverables. The invoice shall be submitted after Supplier receives the performance certificate from InnoStars.

4. Payment term applying to Supplier invoices (as per Section 4 of the Agreement):

Payment term (expressed in calendar days)	30 days
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5. Term of the Agreement (as per Section 10 of the Agreement):

In application of Section 10.1. of the Agreement, the Effective Date on which the Agreement starts and the Termination Date on which the Agreement shall terminate automatically are set forth below:

Effective Date (start of the Agreement)	Termination Date (i.e. date on which the last Service is expected to be delivered and paid)

**Annex 2 to the Service Agreement
Individual Assignment Sheet for expert**

1. Subject of the assignment	
2. Starting date of the assignment	
3. Proposed end date of the assignment (deadline)	
4. Detailed work scope	
5. Deliverables	
6. Location of work (any travels foreseen, rules on reimbursable costs)	
7. Reporting	
8: Payment terms	