

Article 1: Use of minimum terms of conditions, non-applicability of Supplier's (standard) terms and conditions

- 1.1 “InnoStars” under these terms and conditions shall mean the EIT InnoStars e.V. local legal entity ordering the Services.
- 1.2 “Supplier” under these terms and conditions shall mean the expert delivering his/her services to InnoStars.
- 1.3 The contractual relationship between INNOSTARS and Supplier shall be governed by the individual expert agreement signed prior to each expert engagement (“Agreement”). The present minimum terms of conditions (“T/C”) provides the general supporting framework for these future agreements.
- 1.4 INNOSTARS is not bound by and expressly rejects any Supplier's general conditions of services and any additional or different terms or provisions that may contradict the below minimum terms of conditions of InnoStars that appear on any separate agreement, proposal, quotation, price list, acknowledgment, invoice, packing slip or the like used by Supplier.

Article 2: Acceptance, modifications, subcontracting, reporting of progress

- 2.1 a. 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 T/C. Services delivered are subject to the acceptance of InnoStars. Should InnoStars fail to reject part or all of the Services provided within 15 (or other deadline set forth in the Supplier's contract) 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.
- 2.2 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 at no additional charge for InnoStars.
- 2.3 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delivery deadline which renders the Service irrelevant or useless, the Services at stake shall be considered as rescinded, and InnoStars is not obliged to provide any compensation to Supplier for such Services.
- 2.4 Modifications to the Services and/or other provisions of the contract may only be agreed by the Parties as per the InnoStars procurement rules, i.e. if:
 - (i) mutually agreed in writing, and
 - (ii) the need for modification has been brought about by circumstances which a diligent contracting entity could not foresee; and
 - (iii) the modification does not alter the overall nature of the contract; and
 - (iv) any increase in price is not higher than 50 % of the original value of the contract. In addition, if several successive increases in price would be agreed, the total cumulating of such successive increases shall not exceed 50% of the original value of the contract; and
 - (v) modifications above 10% of the original value of the contract should only amend specific conditions of the contract and be made by way of an amendment to this contract signed by both Parties.
- 2.5 No subcontracting is allowed under expert assignment, all tasks have to be delivered by the selected expert.

- 2.6 In order for InnoStars and Supplier to monitor the proper performance of the Services throughout the contract implementation, Supplier shall report to InnoStars progress of the performance of the Services, in writing, at intervals and under conditions specified by InnoStars (“Progress Report and/or Timesheet for experts”), as the case may be. Such Progress Reports/timesheets are subject to InnoStars' approval in writing, at InnoStars' sole discretion.

Article 3: Compensation, invoicing and payment, expenses

- 3.1 a. An invoice shall be considered as correct when it is in accordance with the local accounting rules and legislations. Please, refer to the local rules and regulations in line with your respected legislation.
- 3.2 Further, Supplier may only charge the individual assignment expert agreement amount(s) in case (i) InnoStars' having received a correct invoice bearing the essential elements below, (ii) all relevant Progress Reports and/or timesheets 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)
- 3.3 An invoice shall be considered as correct when containing the following essential elements:
 - (i) the name and address of Supplier
 - (ii) the VAT identification number of Supplier
 - (iii) the VAT identification number of InnoStars
 - (iv) the name and address of InnoStars
 - (v) the invoice number
 - (vi) the invoice date
 - (vii) the date on which the Services were supplied (provided InnoStars has accepted them pursuant to this Agreement)
 - (viii) the quantity and type of goods supplied (if applicable)
 - (ix) the nature and type of Services supplied
 - (x) the following data for every VAT tariff or exemption:
 - the price per piece or unit, excluding VAT
 - any reductions that are not included in the price
 - the VAT tariff that has been applied
 - the cost (the price excluding VAT)
 - in case of advance payment: the date of payment, if this is different from the invoice date
 - the amount of VAT

Article 4: Taxes, other contributions, no employment agreement and related indemnification

- 4.1 All tariffs are gross amounts including any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax (“Taxes”).
- 4.2 If the supplier issue invoice and 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. In such case the unit price shall be deducted by the VAT amount and Supplier shall issue an invoice on the net amount.
- 4.3 In addition to that, 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 the contract, 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").

- 4.4 Services shall be remunerated on the basis of the number of applications evaluated. All rates shall be expressed in Euros.
- 4.5 Payment terms are fixed: 30 calendar days from the acceptance of the corresponding timesheet by InnoStars.
- 4.6 On a needed basis, the coach may be called for specific assignments away from his/her normal place of operation either to InnoStars or to its partners or any other project site designated by InnoStars. All costs borne for such travels shall be subject to reimbursement.

Article 5: Intellectual property, ownership and licensing, IP infringement indemnification

- 5.1 "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.
- 5.2 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.
- 5.3 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.
- 5.4 Supplier shall not, without InnoStars' prior written consent, publicly make any reference to InnoStars, whether in press releases, advertisements, sales literature or otherwise.

Article 6: Confidentiality, documents

- 6.1 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.
- 6.2 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 InnoStar's Confidential Information for any purpose other than for the Service; and (ii) disclose InnoStars' Confidential Information to any third party.
- 6.3 InnoStars shall remain the owner of all property it has made available to Supplier in connection with this Agreement.
- 6.4 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 7: Liability, indemnification

- 7.1 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 individual expert agreement.

- 7.2 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.

Article 8: Suspension, termination of the individual expert agreement

- 8.1 InnoStars may suspend, withdraw, dissolve or terminate the agreement fully or partially with immediate effect without incurring any penalty or compensation if and as soon as:
 - (i) Supplier breaches any of its material obligations under this contract 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
 - (ii) InnoStars, in its reasonable discretion, determines that Supplier is not able to perform the Services as required; or
 - (iii) Supplier fails to provide InnoStars with adequate assurance of performance following request by InnoStars; or
 - (iv) Supplier files a petition for bankruptcy or is declared bankrupt; or
 - (v) Supplier has become unable to pay its debts as they fall due or make any special arrangement(s) or composition with its creditors;
 - (vi) Supplier enters into voluntary or judicial liquidation;
 - (vii) the business of Supplier ceases to exist or control or ownership is taken over by a third party;
 - (viii) as a result of the termination of the European Programme(s) which requested InnoStars to enter into this contract (as the case may be).
- 8.2 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.
- 8.3 Supplier may, after giving 14 calendar days written notice to InnoStars, terminate the contract if InnoStars:
 - (i) Fails for more than 120 calendar days to pay Supplier the amounts due after the expiration of the payment term; or
 - (ii) Consistently fails to meet its material obligations after repeated reminders; or
 - (iii) Suspends the progress of the Services or any part thereof for more than 90 calendar days for reasons not specified in the contract, or not attributable to Supplier's breach or default.

Article 9: Safeguarding of EU's financial interest, lack conflict of interest

- 9.1 Supplier accepts without reservation that during the implementation of the contract and for four (4) years after the completion of the contract, InnoStars has the right for the purposes of safeguarding the EU's financial interests, the tender proposal and the contract 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").
- 9.2 Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ("Conflict of Interests"). The 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 contract.