

SERVICE FRAMEWORK AGREEMENT

This Service Framework Agreement (hereinafter: the 'Agreement') is hereby made by and between:

EIT Health InnoStars e.V., an association having its registered seat at Mies-van-der-Rohe-Strasse 1C, 80807 München, Germany, 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**';

InnoStars and Supplier jointly referred to as: the '**Parties**' or individually as a '**Party**';

WHEREAS:

- InnoStars is an association whose funds are used to promote innovation, entrepreneurship and education in the field of health;
- InnoStars published a "Call for Expression of Interest - InnoStars expert pool" at the following link: <https://trello.com/c/W6lYR3fu/1-the-object-of-this-call-is-to-set-up-a-database-of-external-Suppliers-for-innostars-various-needs> (hereinafter referred to as: '**Call**');
- the object of the Call was to set up a database of external experts (hereinafter referred to as: Experts' database), for InnoStars' various needs, who can provide professional services;
- The expert working for the Supplier has knowledge and experience in performing the services described in the Call;
- An expert working for the Supplier submitted its application and registered its expression of interest to the Call, and InnoStars has accepted the application;
- Parties intend to set out the most important general conditions for providing the referred services in this Agreement; this Agreement contains the basic terms and conditions of the Parties' agreement and regulates the basics of legal relationship between the Parties;

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1. Subject of the Agreement and precedence

- 1.1 When need arises, InnoStars selects experts (representing Suppliers) from the Experts' database and invites them to perform one or more tasks (hereinafter referred to as: '**Tasks**'). Selection will be made on the basis of the actual project's objective evaluation criteria.
- 1.2 If InnoStars finds the expert working for the Supplier suitable for the Tasks, InnoStars sends an invitation (hereinafter referred to as: '**Invitation**') to Supplier. The Invitation contains the detailed description of the Tasks and other relevant conditions such as deliverables, quality or quantity requirements, reporting, location, compensation, time schedule and any other conditions related to the specific Tasks. A sample Invitation is attached to this Agreement as *Annex 1 'Invitation Sample'*.
- 1.3 Supplier accepts the Invitation by confirming interest and availability, which means that Supplier is willing, able and obliged to complete the Tasks. In this case InnoStars shall assign Supplier to individual Tasks by sending a task assignment (hereinafter referred to as: '**Task Assignment**');

the sample of Task Assignment is attached to this Agreement as *Annex 2 'Task Assignment Sample'*.

- 1.4 This Agreement contains standard general provisions applicable to all Tasks to be completed by Supplier under this Agreement, the Invitation and the Task Assignment. Supplier undertakes to complete the Tasks in accordance with these documents based on the Task Assignment sent by InnoStars.
- 1.5 InnoStars, in its sole discretion, decides on sending an Invitation and determines the Tasks to be assigned to the Supplier; InnoStars has no obligation in this respect and the Supplier has no right to request Invitations and Assignments.
- 1.6 Both the body of this Agreement, the Invitation and the Task Assignment shall form the Parties' agreement regarding the specific Tasks. In case of discrepancy between a provision in this Agreement and the Invitation, the provisions in the Invitation shall prevail.
- 1.7 This Agreement shall be interpreted by the Call; issues not regulated in this Agreement are governed by the provisions of each Invitation and the Assignment.
- 1.8 InnoStars is 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 price list, acknowledgment, invoice or the like used by Supplier.

Article 2. Completion of the Tasks

- 2.1 Supplier declares that it has knowledge, skills and experience necessary for the proper implementation of this Agreement, the Invitation and the Task Assignment, and that there are no legal impediments that would prevent or reduce the performance of the functions of the Supplier and the provision of Tasks under this Agreement.
- 2.2 Supplier shall not transfer, pledge or assign any of its rights or obligations under this Agreement or the Tasks without the prior written consent of InnoStars. Any such transfer, pledge or assignment shall be null and void and have no effect vis-à-vis such third party.
- 2.3 If special knowledge or experience is required for the performance of the Tasks, the Supplier shall notify InnoStars and InnoStars shall ensure the involvement of experts at its own discretion. The selection, instruction and control of these experts, as well as their remuneration and costs, shall be borne by InnoStars, unless otherwise agreed by the parties, but Supplier shall be obliged to support their work.

Article 3. Performance of the Tasks

- 3.1 With due observance of the other provisions of the Agreement and the Invitation, Supplier shall perform the Tasks defined in the Invitation and within the time schedule specified there. The Supplier shall perform the Tasks in the place, time and schedule justified by the duties and decided by the Supplier, in accordance with the interests of InnoStars. Supplier agrees to perform the Tasks 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.
- 3.2 Supplier is free to organise the way it performs the Tasks and the timing thereof autonomously and at its own discretion without supervision or authority of InnoStars provided, (i) the Tasks are performed accurately and diligently and in accordance with the requirements of this Agreement, including the timely delivery of the Tasks as specified by InnoStars, and (ii) subject to specific requirements as may be stated in Annex 1 or determined by InnoStars regarding the way the Tasks shall be performed. Supplier may conduct its business activities from its own premises but may be requested to operate from InnoStars' premises whenever it is necessary for the performance of the Tasks. When performing the Tasks, Supplier shall use its own tools and materials. Supplier shall be fully responsible for the proper execution of this Agreement and the Tasks in all respects.

- 3.3 Supplier shall arrange its personnel's own travel, should the Supplier's personnel need to travel in order to perform the Tasks. These costs are generally shall be covered by the Supplier as part of Supplier's fee, unless otherwise specifically provided in the Invitation.
- 3.4 Supplier shall use personnel who possess the qualifications and experience necessary for the performance of the Tasks. Additional requirements relating to personnel may be provided in the Invitation as the case may be.
- 3.5 Unless otherwise specifically provided in the Invitation, Supplier may subcontract part of the provision of the Tasks to subcontractors, provided such subcontractors are contractually bound by similar obligations as under this Agreement, the Invitation and the Task Assignment, and provided Supplier has disclosed the elements to be subcontracted and the identity of the relevant subcontractor to InnoStars. 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 InnoStars. Additional requirements relating to subcontracting may be provided in the Invitation, as the case may be.
- 3.6 In order for InnoStars and Supplier to monitor the proper performance of the Tasks throughout the implementation, Supplier shall report to InnoStars progress in a performance report (further referred to as '**Performance Report**'). Supplier is obliged to issue the Performance Report in writing, at intervals and under conditions specified by InnoStars. Such Performance Reports are subject to InnoStars' approval in writing, at InnoStars' sole discretion. Specific reporting requirements are described in the Invitation. InnoStars is obliged to declare the approval of the Performance Report within 10 working days from its delivery, which can be done by signing the Performance Report. The sample of Performance Report is annexed to this Agreement as *Annex 3. 'Performance Report'*.
- 3.7 In certain cases, when the Invitation indicates that the nature and compensation of the Tasks are based on hours spent, the Supplier shall submit time records for the number of hours worked (further referred to as: '**Time Sheet**'), instead of Performance Report. The Time Sheet must be in writing and to be prepared by Supplier and approved by InnoStars at least monthly. Time Sheet serves as a basis for InnoStars' payment obligation. InnoStars is obliged to declare the approval of the Time Sheet within 10 working days from its delivery, which can be done by signing the Time Sheet. The sample of Time Sheet is annexed to this Agreement as *Annex 4. 'Time Sheet'*.
- 3.8 Modifications to the Tasks and/or other provisions of this Agreement may only be agreed by the Parties if mutually agreed in writing.
- 3.9 The Parties designate the following contact persons for communication with respect to this Agreement:
- | | |
|----------------|---------------|
| For InnoStars: | For Supplier: |
| Name: | Name: |
| Phone: | Phone: |
| E-mail: | E-mail: |

Article 4. Compensation, expenses and payment

- 4.1 In respect of Supplier's Tasks the Supplier is entitled to a compensation specified in the Invitation, the Task Assignment and corresponding Performance Report and/or Time Sheet.
- 4.2 All tariffs are exclusive of any value added tax (VAT). 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 note: VAT reverse charged, DE308252541.

- 4.3 In addition to Section 4.2., 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**”).
- 4.4 Supplier may only charge the amounts under 4.1. subject to (i) InnoStars having received a correct invoice bearing the essential elements below, or required by law, (ii) all relevant Tasks and Performance Reports and/or Time Sheets relating to the delivered Tasks so invoiced having been properly delivered to InnoStars in a timely manner (on due time) and fully accepted by InnoStars in writing (as the case may be). If the Task is partly accepted by InnoStars, Supplier shall invoice only the reduced amount as agreed by the Parties.
- 4.5 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 Tasks were supplied (provided InnoStars S has accepted them pursuant to this Agreement)
 - (viii) the quantity and type of goods supplied (if applicable)
 - (ix) the nature and type of Tasks supplied
 - (x) the following data for every VAT tariff or exemption:
 - (xi) the price per piece or unit, excluding VAT
 - (xii) any reductions that are not included in the price
 - (xiii) the VAT tariff that has been applied
 - (xiv) the cost (the price excluding VAT)
 - (xv) in case of advance payment: the date of payment, if this is different from the invoice date
 - (xvi) the amount of VAT (with reference to 4.2).
- 4.6 All amounts corresponding to the compensation per Task, as determined in the Invitation, shall be fixed tariffs, which may not be revised during the completion of Tasks, unless specifically provided otherwise in the Invitation.
- 4.7 Unless otherwise provided in this Agreement or in the Invitation, the costs incurred in the performance of the Tasks, including the costs of materials, equipment, resources, contributors and deputies required for performance, shall be covered by the Supplier. No costs will be reimbursed by InnoStars other than specifically agreed by the Parties. Supplier may charge expenses to InnoStars, to the extent the Invitation provides for such possibility. Expenses shall only be paid if InnoStars has given its written approval prior to Supplier incurring said costs.
- 4.8 If Supplier fails to fulfil any of its obligations under the Agreement, InnoStars may suspend payment to Supplier, upon notice to Supplier.
- 4.9 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.

4.10 Any and all compensations are due within 30 days from the acceptance of the Performance Report or the Time Sheet issued according to points 3.3. and 3.4. unless the Invitation otherwise orders. InnoStars shall pay the remuneration to the Supplier via bank transfer to the following bank account:

Name of account holder:

IBAN:

BIC/SWIFT code:

Bank name:

Article 5. Intellectual property

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 By exception to Section 5.1., Intellectual Property Rights owned or controlled by Supplier before the start of the performance of the Tasks shall remain the ownership of Supplier (“**Background IP**”), unless the Invitation orders otherwise, i.e. if transfer of ownership is included in the Tasks.

5.3 Unless expressly specified otherwise, should the performance of the Tasks 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 upon delivery.

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

5.5 Any item provided by InnoStars (or by a third party designated by InnoStars, on behalf of InnoStars) and used to perform the Tasks and/or embedded in the delivered Tasks, shall at all times remain the ownership of InnoStars. Suppliers shall have no right, title or interest in any of these items nor any trademark or trade name from InnoStars.

5.6 The Supplier is responsible for ensuring that the third party does not have any rights in relation to the intellectual property created or transferred with the completion of the Tasks that would impede or limit the rights of InnoStars or its partners. In the event of an unexpected claim by a third party in or out of court, the Supplier shall provide all assistance and support reasonably expected to settle the dispute.

5.7 The Parties state that in determining the Supplier’s fee, the free use of the intellectual properties by InnoStars and its partners was taken into account; Supplier’s fee fully covers the consideration of these rights therefore the Supplier may not claim for any additional remuneration under this title.

5.8 Unless expressly specified otherwise in the Invitation:

5.8.1. 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 Tasks 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.

5.8.2. 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.

5.8.3. If any Deliverables 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 Deliverables alone or in any combination; or 2) replace or modify the Deliverables alone or in any combination with a functional, non-infringing equivalent.

5.8.4. If Supplier is unable either to procure for InnoStars the right to continue to use the Deliverables alone or in any combination or to replace or modify the Deliverables 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 6. Confidentiality

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 Task, 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 InnoStars' Confidential Information for any purpose other than for the Task; and (ii) disclose InnoStars 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 Task, 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 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.

6.3 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 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.

6.4 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.

6.6 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 Invitation, but in any case on the day on which the Agreement or the completion of Tasks ends.

6.7 Parties declare that they respect the rights of the individuals, which apply to both persons and legal entities, including the protection of good repute and the prohibition of the misuse of privacy and business secrets. The obligation of confidentiality and the obligation to respect the rights of the individual remain with the Parties even after the termination of the legal relationship. The Parties undertake to make a statement about each other only in a mutually agreed form, which also applies to communication with the other party after the termination of this Agreement.

6.8 Supplier shall not, without InnoStars' prior written consent, publicly make any reference to InnoStars, whether in press releases, advertisements, sales literature or otherwise.

Article 7. Personal data and Data Processing

7.1 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.

7.2 Where Supplier in the performance of the Tasks processes Personal Data received from InnoStars, for such data processing the Data Processing Agreement attached to and being part of this Agreement as *Annex 5 'Data Processing Agreement'* (hereinafter referred to as **'DPA'**) shall apply. Parties expressly provide that the DPA shall be concluded by the Parties upon and by signature of this Agreement.

Article 8. Liability

8.1 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 Tasks covered by this Agreement or the Invitation, 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 the Invitation, or negligence of Supplier, or of anyone acting under its direction or control or on its behalf, in connection with Tasks or any other information furnished by Supplier to InnoStars under this Agreement or the Invitation.

8.2 Depending on the nature of the Tasks 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.

8.3 Supplier warrants that it has taken out sufficient insurance against 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.

8.4. 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.

8.5 Neither Party shall be responsible to any other Party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue, loss of contracts or business opportunities or loss of data, provided such damage was not caused by a wilful act or by a breach of confidentiality. Innostars' liability towards Supplier is limited to the amount due to Supplier for completed performance under the Agreement.

Article 9. Term, deadlines, suspension and termination

9.1 This Agreement is entered into as from the date when both Parties signed it and is concluded for an indefinite period. The deadline for delivering the Tasks is determined in the Invitation.

9.2 Either Party may terminate this Agreement without reason with a 15 calendar day notice period. This termination does not affect the completion of specified Tasks of an accepted Invitation unless the Invitation is withdrawn by InnoStars for any reason.

9.3 InnoStars may suspend, withdraw, dissolve or terminate this Agreement or the completion of any Tasks fully or partially with immediate effect without Supplier incurring any penalty or compensation claims (extraordinary termination notice) if and as soon as:

- InnoStars, in its reasonable discretion, determines that Supplier is not able to perform the Tasks as required; or
- despite InnoStars' warning, Supplier performs the Tasks contrary to InnoStars' interests, or Supplier fails to comply with InnoStars' lawful instructions or express call for performance;
- InnoStars determines that Supplier made false statements in his/ her application (CV)
- Supplier fails to provide InnoStars with adequate assurance of performance following Invitation by InnoStars; or
- as a result of the termination of the European Programme(s) which requested InnoStars to invite Supplier to the completion of the specific Tasks; or
- Supplier is subject to a Conflict of Interest; or
- Supplier commits a material breach regarding his/ her obligations (for example failing to complete reporting obligation, breaching confidentiality or quality requirements, delay with any duties with more than 8 days, etc.); or
- Parties cannot reach a common understanding on any issues to be decided during performance under this Agreement.

9.4 As from receipt of a termination notice from InnoStars based on point 9.3 (under any legal ground), Supplier shall suspend all of its Tasks and agree with InnoStars whether to bring part of the terminated Tasks to a closure. If InnoStars require part of the terminated Tasks to be completed, Supplier has to finish them in a prompt and orderly manner and to reduce expenditure to a minimum. InnoStars is not obliged to pay for any performed Tasks that were not approved by InnoStars.

9.5 Supplier may, after giving 15 calendar days written notice to InnoStars, terminate this Agreement if InnoStars:

- fails for more than 120 calendar days to pay Supplier the amounts due after the expiration of the payment term stated in Article 4; or
- consistently fails to meet its material obligations after repeated reminders; or
- suspends the progress of the Tasks or any part thereof for more than 90 calendar days for reasons not specified in this Agreement, or not attributable to Supplier's breach or default.

9.6 Supplier may not suspend, withdraw, dissolve or terminate the completion of any Tasks fully or partially unless this Agreement or the Invitation otherwise rules.

9.7 In the event that Supplier is prevented from performing any of its obligations under the Agreement or the Invitation 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 or the completion of the Tasks 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, 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 Tasks to be supplied.

Article 10. Safeguarding of EU's financial interest and conflict of interest

10.1 Supplier accepts without reservation that during the implementation of this Agreement and for four (4) years after the completion of the Tasks, InnoStars has the right for the purposes of safeguarding the EU's financial interests, the Call, this Agreement, the Invitation, or the Assignment 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').

10.2 Supplier confirms that it shall take all measures to prevent any situation where the impartial and objective implementation of the Agreement or the Tasks are 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 InnoStars immediately if there is any change in the above circumstances at any stage during the implementation of the Tasks under the Agreement.

Article 11. Miscellaneous

11.1 Unless this Agreement or the Invitation otherwise provides, all notices relating to the termination of the Agreement, shall be sent by registered mail with return receipt to the address of the other Party specified in the preamble or notified 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. In the absence of receipt, if the delivery by post can be proved, the consignment shall be deemed to have been delivered on the 5th working day from the date of dispatch.

11.2 The communication required during the performance of the Tasks and transmission of information, presentation, and delivery of documents related to the performance, proof of performance and invoicing shall take place primarily by e-mail or in person.

11.3 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 this Agreement and to modify the provisions of this Agreement.

11.4 No waiver, consent, modification or amendment of the terms of the Agreement or the Invitation shall be binding unless made in a writing specifically referring to the subject document affected by the modification.

11.5 In the event that any provision(s) of this Agreement or the Invitation 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.

- 11.6 All terms and conditions of the Agreement or the Invitation 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.
- 11.7 Neither the failure nor the delay of InnoStars to enforce any provision of the Agreement or the Invitation shall constitute a waiver of such provision or of the right of InnoStars to enforce each and every provision of the Agreement.
- 11.8 The Agreement and the Invitation shall be governed by and construed in accordance with the laws of the country or state in which the InnoStars back office is located; at the time of signing this Agreement, the back office is located in Budapest, so the Hungarian law shall be applied.
- 11.9 Supplier and InnoStars each consent to the exclusive jurisdiction of the competent courts in (i) the country or state in which InnoStars back office is located; or (ii), at the option of InnoStars, the jurisdiction of the entity of Supplier to which the order was placed. Supplier hereby waives all defences of lack of personal jurisdiction and forum non-convenience.
- 11.10 The conclusion and performance of this Agreement or the Tasks shall not in itself entitle the Parties to perform any activity on behalf of the other Party, shall not entitle or oblige them to make any legal declaration, enter into an agreement, and shall not constitute an additional offer, commitment or invitation to tender, pre-contract, non-binding and non-binding facts. This Agreement or the Invitation does not authorize the Parties to use copyrighted or other protected intellectual property, information (eg name or logo, other trademarks, patents) of the other Party.
- 11.11 Supplier shall perform the Tasks 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.
- 11.12 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 Tasks performed by Supplier on the basis of the Agreement.
- 11.13 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 effect as transfer of original copy of the Agreement.

Drawn up on [Szöveg beírásához kattintson vagy koppintson ide.](#)

EIT Health InnoStars e.V.

Balázs Fürjes

Managing Director

Company name

Name of legal representative

Position

Invitation Sample

Dear xxxxxxxx, we are pleased to invite you to support us in the following tasks as per the terms and conditions laid out below and in our existing Service Framework Agreement.

1. Subject of the Invitation	xxxxxxx
2. Work scope (Tasks)	xxxxxxx
2. Deliverables	<ul style="list-style-type: none"> • xxxxxxx • xxxxxxx • xxxxxxx <p>Detailed deliverables to be confirmed per the assignment sheet.</p>
4. Location of work (any travels foreseen, rules on reimbursable costs)	xxxxxxx
5. Reporting	xxxxxxx
6. Compensation	xxxxxxx
8. Effective (starting) date of the completion of Tasks	xxxxxxx
9. Deadline for completion of Tasks	xxxxxxx

Supplier acceptance

I, the undersigned, being the authorised signatory on behalf of the invitee, hereby declare that I am interested in performing the Tasks, I have examined and accept without reserve or restriction the entire contents of the Invitation above. I have the knowledge and I am available to perform the Tasks within the requested timeline

[Name of legal representative of the Supplier]

Supplier

**Annex 2 to Service Framework Agreement
Task Assignment**

1. Subject of the assignment	
2. Detailed work scope (list of assignments)	
3. Deliverables	
4. Starting date of the assignment	
5. Proposed end date of the assignment (deadline)	

**Annex 3 to Service Framework Agreement
Performance Report**

Referring to the Agreement between **EIT Health InnoStars e.V.** (Mies-van-der-Rohe-Str 1C, 80807 Munich, Germany, VAT Nr: DE308252541, legally represented by Balázs Fürjes) and **[Expert Name]**, hereinafter referred to as: the 'Supplier';

I hereby declare that I conducted services as per below:

Date of completion¹	Task/Deliverable/Project²	Duration/Number³	Unit price/Hourly rate⁴	Total⁵
Total amount				

Dated on **[.....]**

Signature of Supplier

InnoStars declares that according to the submitted document(s) Supplier is entitled to the fee of.....EUR

Signature of InnoStars

¹ Please include the relevant date of when you completed the task (e.g. sent the document to InnoStars, submitted the evaluation, the date of the meeting etc.)

² Please include the name of the relevant task/deliverable as per your contract or assignment

³ Please include here the number of units related to the task as agreed in the contract or the assignment (e.g. if your agreement is on hourly rate, please include the number of hours; if your agreement includes a lumpsum cost for a task, please include '1')

⁴ Please include the unit cost of your related task as agreed in your contract or in your assignment (e.g. hourly rate or session rate or the lumpsum cost)

⁵ Total = Duration/Number × Unit cost/Hourly rate

Annex 4 to Service Framework Agreement Time Sheet

Time sheets shall include, as a minimum:

- reference to the subject of the agreement, as specified in Annex 1
- the titles of the individual assignments, as specified in Annex 2
- the Supplier's full name, Expert's full name, date and signature
- the number of hours worked on each of the assignments in the period covered by the time sheet

Suppliers may use their own template if that contains at least the information detailed above.

Annex 5 to Service Framework Agreement

DATA PROCESSING AGREEMENT (‘DPA’)

entered into by and between

InnoStars as it has been defined in the body of the Agreement

and

the **Supplier** as it has been defined in the body of the Agreement,

related to the Service Framework Agreement (hereinafter referred to as: ‘**Agreement**’) concluded by the Parties.

This DPA covers the data processing operations performed by the Supplier as Data Processor, on the personal data transmitted or made available by Innostars as the Data Controller to the Supplier during and for the performance of the service provided by the Supplier to InnoStars. Hereinafter InnoStars act as a Data Controller and Supplier act as a Data Processor.

Parties enter into this DPA for the purpose of determining the conditions for the processing of personal data provided by InnoStars to the Supplier.

I. Preliminary Provisions

1.1. Parties declare that during the performance of the Agreement personal data shall become available to Supplier considering that

- processing of certain personal data is handled by Supplier in the name and on behalf of InnoStars, or
- during performance of its own service and the performance of its tasks, Supplier may have access to personal data processed by InnoStars too.

1.2. Provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46 (hereinafter referred to as: **GDPR**) is applied to the Parties’ relationship.

1.3. Terms of Use in this DPA:

‘Processing’: any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Data Controller”: determines purposes and means of the processing of personal data;

“Data Processor”: processing personal data in the name and on behalf of the Data Controller.

1.4. Unless the circumstances clearly indicate otherwise, terms used in this DPA but are not defined shall have the same meaning as in determined by GDPR.

1.5. The legal relationship between the Parties is also governed by the instructions issued by InnoStars at its own discretion and the required security measures.

1.6. In case of any inconsistency or conflict between the provisions of this DPA and the other documents related to the data processing, the special provisions shall prevail and enjoy priority, unless otherwise expressly set forth in this DPA.

- 1.7. The Supplier shall, to the extent required under applicable data protection laws in accordance with InnoStars' written and communicated instructions in each case, assist InnoStars in fulfilling its legal obligations under such laws. The Supplier shall be obliged to provide such assistance only insofar that InnoStars' obligation cannot be met by InnoStars through other means.
- 1.8. The Supplier shall immediately inform InnoStars if, in its opinion, an instruction provided under this DPA infringes applicable data protection laws.
- 1.9. If data subjects, competent authorities or any other third parties request information from Supplier regarding the processing of personal data, Supplier shall refer such request to InnoStars.
- 1.10. Supplier may not and is also not obliged to in any way act on behalf of or as a representative of InnoStars and may not, without prior instructions or consent from InnoStars, transfer or in any other way disclose personal data or any other information relating to the processing of personal data to any third party.
- 1.11. This DPA is concluded by the Parties for the duration of the DPA. In the event of termination of the Agreement, this DPA shall also terminate automatically; this DPA shall otherwise remain in force as long as Supplier handles personal data on behalf of InnoStars and the Parties' legal relationship related to data processing is closed, the personal data processed will be deleted or returned.
- 1.12. At the choice of InnoStars, the Supplier is obliged to delete or return all the personal data to InnoStars after finishing the provision of services relating to the Agreement, and deletes existing copies unless Union or Member State law requires storage of the personal data.

II. Main features of data processing

- 2.1. The processing of personal data is ordered by InnoStars by ordering the service under the Agreement and providing personal data. The purpose of data processing is solely to properly perform the duties of the Supplier as specified in the Agreement.
- 2.2. The subject of data processing, the data processing operations, the purpose, location and means(s) of the data processing, scope of data processed (data categories) and the data subjects whose data are affected by the processing (hereinafter referred to as: **Data Subjects**) are determined as follows:
 - 2.2.1. The description of data handling process (operations):
 - assessing applications for funding (including tenders)
 - evaluating proposals received in response to a Call for Proposals when selecting beneficiaries for a competition/programme
 - evaluating the annual Business Plans and pitch decks prepared by start-ups
 - supporting InnoStars' partners in developing business plan proposals
 - evaluating the business plan proposals prepared by partners
 - participating as a jury member in various competitions organised by InnoStars
 - mentoring, training, and coaching
 - moderators, facilitators, and speakers for online or offline events workshops, 1:1 meetings, webinars for beneficiaries, partners or start-up teams
 - receive Supplier opinions and advice on specific issues.
 - 2.2.2. Scope of the data processed (data categories): name and contact details of persons (e-mail address, phone number, address).
 - 2.2.3. Data subjects (Data Subjects): applicants, partners and their contact persons.
 - 2.2.4. Purpose of data processing operations: In order to perform the above activities, Supplier receives documents and inquiries containing personal data of applicants, partners, members of jury, and therefore has access to personal data, keeps in touch with the persons and uses their data in preparation of further materials.
 - 2.2.5. Location and means(s) of the data processing operations: Site and IT equipment used by the

- 2.3. The duration of data processing related to the data provided shall be determined by InnoStars, which may extend up to the termination of the Agreement.
- 2.4. During data processing, the Supplier shall perform only data management operations necessary for the performance of tasks specified in the Agreement on personal data provided by InnoStars.
- 2.5. Supplier undertakes to process personal data on InnoStars' behalf and according to its orders for the purpose of fulfilling its contractual obligations and under conditions determined by InnoStars and personal data shall not be used for any other purposes including that it may not give access to the data or may not transfer the data to third parties.

III. Sub-Processors

- 3.1. The Supplier shall not engage another processor (hereinafter referred to as: **Sub-Processor**) without prior specific or general written authorisation of the controller. In the case of general written authorisation, the Supplier shall inform InnoStars of any intended changes concerning the addition or replacement of other Sub-Processors, thereby giving the controller the opportunity to object to such changes. The engagement of the Sub-Processor may be subject to reasonable conditions determined by the Supplier.
- 3.2. Supplier, as the Data Processor shall ensure that sub-processors are bound by a contract that requires it to comply with substantially the same data processing obligations to those contained in this DPA (considering the scope of data processing by the respective sub-processor).
- 3.3. Sub-Processor is obliged to provide sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of GDPR. Where that Sub-Processor fails to fulfil its data protection obligations, the Data-Processor shall remain fully liable to the Data Controller for the performance of Sub-Processor's obligations.

IV. Information security and confidentiality

- 4.1. During its operation, Supplier is responsible for the security of the data and ensures that only those employees and contributors who have the task of contributing to the performance of the service provided to InnoStars have access to the data and perform data processing operations.
- 4.2. The Supplier shall take measures related to the security of data processing, especially be obliged to take such technical and organizational measures to protect the personal data which the Parties deem appropriate considering
 - (i) existing technical possibilities;
 - (ii) costs for carrying out the measures;
 - (iii) particular risks associated with the processing of personal data; and
 - (iv) sensitivity of the personal data which is processed.
- 4.3. The minimum technical and organizational conditions of InnoStars related to data process:
 - 4.3.1. The transmission of personal data may be carried out on paper or electronically, in the latter case only through encrypted channels protected by a firewall.
 - 4.3.2. The communication channel between the data storage devices, the server and the server-Data Processor must be protected against unauthorized intrusion at several levels.
 - 4.3.3. Devices and servers need strong firewalls and installed software to protect them from malicious viruses.
 - 4.3.4. Parties are obliged to store all transferred data and all copies of them in a safe place and to ensure that they are not accessible to third parties.
 - 4.3.5. Parties shall select and operate the IT tools used to process personal data in such a way that

the data processed:

- a) accessible to those entitled to it (availability);
- b) authenticity and authentication are guaranteed (authenticity);
- c) its invariability can be verified (data integrity);
- d) be protected against unauthorized access (confidentiality).

4.3.6. Parties shall take appropriate measures to protect the data and the data media containing them against unauthorized access, alteration, transmission, disclosure, deletion or destruction, and accidental destruction.

4.3.7. Data stored electronically must be backed up on a weekly basis and stored on an external storage device. The parties are obliged to ensure the storage, safe storage and, if necessary, closure of the data storage devices containing the data.

4.3.8. Documents may only be printed from the storage media if necessary and handled with the utmost care, and may only be handed over to the person authorized to do so.

4.3.9. The means of protection are technical, organizational, programming and legal measures in accordance with the current technical development, which facilitate or ensure the protection of the subject of protection against the harmful effects and intentions of various sources of protection and provide a level of protection appropriate to data management risks.

4.3.10. The Supplier during data management

- maintains
 - (i) confidentiality: protects information so that only those who have access to it can access it;
 - (ii) integrity: protects the accuracy and completeness of the information and the method of processing;
- ensures availability: ensures that when an authorized user needs it, they can actually access the information they need and have the tools to do so.

4.3.11. The data is stored and managed using Microsoft office applications, which are protected by access passwords and a screen saver. The computer systems and other data storage locations of the Parties shall be located at their headquarters, premises or branches, or on computer equipment and other devices owned or lawfully in their possession, no data processing shall take place elsewhere.

4.4. The Supplier shall notify InnoStars of any accidental or unauthorized access to the personal data processed on behalf of InnoStars or any other data protection incidents involving personal data processed on behalf of InnoStars within 24 (twenty-four) hours of becoming aware of such incidents.

4.5. The notification related to the data protection incident shall to the extent the information is available to the Supplier:

- (i) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (ii) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (iii) describe the likely consequences of the personal data breach;
- (iv) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;
- (v) include any other information available to the Supplier which InnoStars is required to notify to the data protection authorities and/or the data subjects.

4.6. Parties intend to record that a data protection incident is a breach of security that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, personal data transmitted, stored, or otherwise handled or processed.

4.7. Supplier will provide reasonable assistance requested by InnoStars in order to investigate security breach.

- 4.8. Supplier shall ensure that staff who have access to the data is bound by a confidentiality statement or are under an appropriate statutory obligation of confidentiality.
- 4.9. Duties of confidentiality related to data processing shall survive the term of this DPA.

V. Audit rights

- 5.1. Upon InnoStars' written request, Supplier may, at its own discretion, in order to fulfil the audit requirements according to applicable data protection law, choose to provide InnoStars with the most recent certifications and/or audit report(s) concerning the security measures for the services or environment used to provide the services. Supplier will reasonably cooperate with InnoStars and provides available additional information to help InnoStars better understand such security measures.
- 5.2. To the extent it is not possible to otherwise satisfy an audit obligation mandated by applicable law, InnoStars (by itself or another auditor bound by a confidentiality obligation and not being a competitor of the Supplier) may conduct an onsite audit of the facilities used to provide the services, and only in a manner that causes minimal disruption to the Supplier's business and in accordance with Supplier's security policies to reduce any risk to Supplier's other customers.
- 5.3. Audits shall be conducted at InnoStars' expense and may be conducted subject to the following terms and conditions:
- (i) the audits shall not include access to any systems, data or information relating to other customers of the Supplier;
 - (ii) InnoStars' audit shall be restricted to such information, material and data which are relevant and connected to the Supplier's processing data on behalf of InnoStars; and
 - (iii) audits shall not exceed three (3) business days in duration unless the Parties otherwise agree in writing in advance or specific circumstances calls for a longer audit (for example if InnoStars has reason to believe that a security breach has occurred or may occur).

VI. Liability and indemnification

- 6.1. The Supplier is obliged to assist in the exercise of the rights of the Data Subject and to co-operate with InnoStars in this, and taking into account the nature of the processing, assists InnoStars by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of InnoStars' obligation to respond to requests for exercising the Data Subject's rights. At the request of InnoStars, the Supplier is obliged to correct, delete or process the personal data concerning the Data Subject at his/her request.
- 6.2. InnoStars undertakes that if it becomes aware that the Data Subject objects in any way to the processing or transmission of his/her data in connection with the processed data, InnoStars shall immediately communicate its information to the Supplier, who shall perform its duties accordingly, if the Data Subject's request for data processing allows the performance of the tasks.
- 6.3. If the Supplier receives a request or complaint directly from the Data Subject concerning the processing of personal data or the exercise of his/her rights, the Supplier is obliged to forward the request or complaint to InnoStars without delay and in as much detail as possible. The Supplier may not process such a request or complaint without the instructions of InnoStars.
- 6.4. The Supplier makes available to InnoStars all information necessary to demonstrate compliance with the obligations determined by the Parties' legal relation and allow for and contribute to audits, including inspections, conducted by InnoStars or another auditor mandated by InnoStars.
- 6.5. The Parties will defend, indemnify, and hold harmless the other Party and the Party's officers, directors, employees, successors, and agents from all claims, damages, liabilities, assessments, losses, costs, administrative fines and other expenses (including, without limitation, reasonable attorneys' fees and legal expenses) arising out of or resulting from any claim, allegation, demand, suit, action, order or any other proceeding by a third party (including supervisory authorities) that arises out of or relates to the violation of obligations under this DPA and/or applicable data protection law or is in connection with these and which is attributable to the other Party.

VII. Miscellaneous

- 7.1. No waiver, consent, modification or amendment of the terms of this DPA shall be binding unless made in writing.
- 7.2. In the event that any provision(s) of this DPA 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 this DPA. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause up to the extent permissible under the applicable law.
- 7.3. Neither the failure nor the delay to enforce any provision of this DPA shall constitute a waiver of such provision or of the right to enforce each and every provision of this DPA.
- 7.4. For the applicable law and jurisdiction the relevant regulations of the Agreement shall be applied.
- 7.5. The foregoing has been approved by the Parties through their legal and authorized representatives in accordance with their will.